

2812 S. Bus. Hwy 2811
Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

TRANSMITTAL FORM

Today's Date: 03/17/2021 Department: 125 - Commissioner's Court Executive Office

Contract No.: C-21-191-03-16 Effective Date: 03-16-2021

Description of Project: Professional Consultant Multi-Jurisdictional Update Hazard Mitigation Action Plan

Awarded Vendor: H2O Partners, Inc.

CC Approval on 03/16/2021 AI- 79984

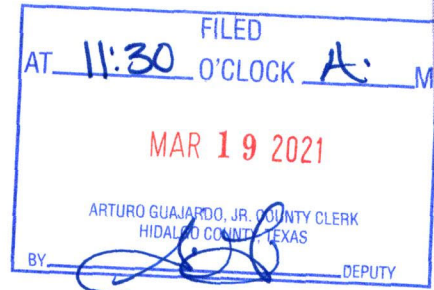
Routing of documents:

- ✓ 1. Executive Office – Attn: Monica Salinas
- ✓ 2. District Attorney's Office – Attn: Robert Vina
- _____ 3. County Judge's Office – Attn: Richard F. Cortez
- _____ 4. County Clerk's Office – Attn: Arturo Guajardo, Jr.
- _____ 5. Purchasing Department – Attn: JD Cortez ext. 4882

ATTENTION COUNTY CLERK'S OFFICE:

Please do not attach the following to the minutes of this agenda due to the confidential nature of the information contained herein:

- Contract/Agreement
- Exhibit A – Services/Requirements
- Exhibit B – Bid Page
- Exhibit C – Certificate of Liability Insurance
- Other: _____



THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AGREEMENT FOR CONSULTING SERVICES

C-21-191-03-16

THIS AGREEMENT is made on the 15th day of March by and between **THE COUNTY OF HIDALGO, TEXAS**, a political subdivision of the State of Texas (hereinafter "County") and **H2O Partners, Inc.** ("Consultant") to serve at the pleasure of the Hidalgo County Commissioner's Court.

WITNESSETH:

WHEREAS, County desires to contract with Consultant to perform the services necessary to the County of Hidalgo that are more specifically set forth hereinafter;

WHEREAS, Consultant has agreed to provide services enumerated hereinafter to County.

NOW, THEREFORE, for the mutual consideration expressed hereinafter, County and Consultant agree as follows:

1. Consultant agrees to provide the County with consulting services required by Hidalgo County in connection with "**Professional Consultant Multijurisdictional Update Hazard Mitigation Action Plan**" (the "Plan"). The Services include, but are not limited to, the items listed on Exhibit "A", which is attached and made a part of this Agreement. The consultant is primarily responsible for overall project management, facilitating meetings/workshops, and developing the updated and enhanced multi-jurisdiction mitigation plan. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Consultant will report any problems or recommended changes in the implementation of "**Professional Consultant to Review and Update Hazard Mitigation Action**"

Plan” for the County of Hidalgo, to parties listed in Section 9.

3. During the term of this Contract, Consultant shall be obligated and hereby promises and agrees to render and provide the Services in accordance with specifications and terms contained in Exhibit “A” Requirements. Services shall be performed within **Hidalgo County** following a request for Services by the **County** or its designated agent. Consultant 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. Further, Hidalgo County reserves the right to request these services from other sources other than the Consultant and shall not be in violation of any terms or conditions of said contract.

4. **Consideration.** As consideration for rendering the Service provided for in this Contract, the County agrees to pay Consultant the amounts specified in Exhibit “D” attached hereto payable against written invoice submitted by Consultant on or before the 30th calendar day, in accordance with the Texas Prompt Payment Act, Tex. Govt. Code Ch. 2251.

5. Consultant must comply with all applicable County policies. Notwithstanding the foregoing sentence, Consultant represents and maintains that s/he is an independent Consultant and is not an employee of County or any agency thereof, and represents and warrants that s/he does not desire or request any fringe benefits provided to employees to County. Consultant agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

6. **Termination.** County may terminate this Agreement without cause upon thirty (30) days written notice at any time for any reason or no reason at all. In the event this Agreement is terminated without cause by County, but not otherwise any unpaid fees or compensation owing

to Consultant at the time of termination under this Agreement will be due and payable to Consultant within thirty (30) days following the time of termination of the Agreement.

7. **Assignment.** Consultant may not assign the obligations or rights under this Agreement to any person or entity without the prior written consent of County. does not delegate its duties hereunder.

8. **Nondiscrimination:** Consultant, including subcontractors, assignees and successors in interest, ensures that no person shall on the grounds of race, religion, color, national origin, sex, age, or disability, or any other protected class under law, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination or retaliation in any federally or non-federally funded program or activity when providing any services described herein under this contract/agreement. Applicable nondiscrimination statements and provisions of Title VI of the Civil Rights Act of 1964, as amended, were provided as part of the initial procurement packet and are incorporated herein and made a part of this agreement for all purposes.

9. **Term.** This Agreement shall commence upon execution of the Agreement by all parties, and will continue in force and effect for a period of one (1) year, from the date of execution of the last party to execute the Agreement (“the Expiration Date”).

10. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall be either be (i) personally against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addressed set forth below, or at such other addressed as may have been theretofore specified by written notice delivered in accordance herewith.

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

**100 E. Cano St., 2nd Floor
Edinburg, Texas 78539**

Copy to: **Office of Emergency Management
Attn: Ricardo Saldana
302 W. University Dr.
Edinburg, TX 78539**

Copy to: **Purchasing Department
Attn: JD Cortez
2802 S. Business Highway 281
Edinburg, TX 78539**

If to Consultant: **H2O Partners Inc.
Attn: Eric Howard
260 Addie Roy Rd.
Suite 150
Austin, TX 78746**

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

11. **Conflict with Applicable Law.** Nothing in this Contract shall be construed so as to require the commission of any contrary to law, and whenever this is any conflict between any provision of this Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment hereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

12. **No Waiver.** No waiver by County of any breach of any provision of this Contract shall be deemed to be a waiver of any preceding or succeeding breach of the same or any

other provision hereof.

13. **Entire Agreement.** This Contract 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 representations or agreements in connection with this Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Consultant and not otherwise.

14. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

15. **Additional Documents.** The parties hereto covenant and agree that they will execute such other further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Contract.

16. **Successors.** This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrator, legal representatives, successors, and assigns where permitted by this Contract.

17. **Headings.** The headings and captions contained in this Contract are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

18. **Gender and Number.** All pronouns used in this Contract shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

19. **Authority to Execute.** The execution and performance of this Contract by

County and Consultant have been duly authorized by all necessary laws, resolutions or corporate action, and this Contract constitutes and valid and enforceable obligations of County and Consultant in accordance with its terms.

20. **Ethical Provision.** It is understood that the employee of County or individuals acting as agents for County are not authorized to receive any type of personal payment, reimbursement, compensation, commission, gift or gratuity for services provided under this Contract. Consultant warrants that no employee or agent of the County has been retained to solicit or secure this Contract and that Consultant has not paid or agreed to pay and employee of County any fee, commission, percentage brokerage fee, gift or any other consideration contingent upon the making of this Contract, or as an inducement for entering into this Contract. The unauthorized offering or receipt of such payments may result in the immediate termination of this Contract.

21. **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 County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County 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 County. *Agreements for the acquisition, including lease of real or personal property under Tex. Loc. Govt. Code §271.903:* In the event that, during any term hereof, the Commissioner's Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company, County agrees, however, to use a best efforts attempt to obtain and appropriate funds for payment of the Agreement. The parties intend this provision, if applicable, to be a continuing right to terminate

this at the expiration of each budget period of County in accordance with Tex. Loc. Govt. Code §271.903 (Vernon Supp. 1996).

22. **Indemnification.** Consultant 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 Consultant under this Contract. Said indemnity shall cover any act or failure to act by the Consultant, its agents or employees.

23. **Representation and Warranties.** Consultant represents and warrants to County all representations. Consultant agrees to promptly notify County thereof, in which event County may, in its sole discretion elect to terminate this Agreement, for cause, in the manner herein provided. Consultant acknowledges and agrees that County has relied and continues to rely upon the representations and warranties of Consultant as herein contained as a material inducement to County to enter into the Agreement.

24. **Insurance.** Consultant shall obtain and maintain insurance in the limits of liability for each of the types of insurance coverage identified as follows:

- (1) **Workers Compensation**, endorsed with a waiver or subrogation in favor of the County in accordance with the statutory obligations imposed by Worker's Compensation or Occupational Disease laws under the Texas Workers Compensation Law ("Statutory Texas")
- (2) **Commercial General Liability**, endorsed with the County as an additional insured and endorsed with a waiver of subrogation in favor of the County with limits of liability not less than one million dollars (\$1,000,000.00)

combined single limit, each occurrence and in the aggregate for bodily injury and property damage.

- (3) **Texas Business Automobile Policy**, required when doing business at or nearby County property, endorsed with the County as an additional insured and endorsed with a waiver of subrogation in favor of the County in limits of liability not less than two hundred fifty thousand dollars (\$250,000.00) per person and Five Hundred Thousand Dollars (\$500,000.00) per occurrence for bodily injury, and one hundred thousand dollars (\$100,000.00) each occurrence for property damage.

- (4) **Professional Liability** in limits of \$1,000,000.00 each claim and aggregate.

The Consultant covenants and agrees to maintain an insurance policy in the minimum limits of liability for each of the types of insurance coverage identified above. The Consultant shall furnish the County a certificate of insurance acceptable to County showing the said policies to be in full force and effect during the period of service, identified in numbered paragraph 8 hereto, for this Agreement. The completed County Certificate of Insurance shall be attached hereto and identified as Exhibit "C"- County Certificate of Insurance. The Consultant will be considered in breach of agreement should the Consultant fail to maintain an insurance policy in the minimum limits of liability and requirements identified above while performing services for and under this Agreement, and will be subject to default and termination of this Agreement hereto.

25. **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.

26. **Required Contract Provision for Contracts Subject to Federal Award (if applicable):** Pursuant to 2 CFR 200.326, a non-federal entity's contracts must contain the applicable provisions described in appendix II to 2 CFR 200-Contract Provisions for non-Federal Entity Contracts under Federal Awards. Additionally, County contracts under Federal award which are subject to assistance from the Federal Emergency Management Agency (FEMA) are also required to contain additional contract clauses. The applicable required contract clauses were provided as part of the initial procurement packet and are incorporated herein and made part of this agreement for all purposes.

27. **Liquidated Damages.** It is acknowledged that the Consultant's delay and/or failure to complete services, as specified in Exhibit A (Requirements/Specifications) of the RFP procurement packet, will cause County to incur substantial economic damages and/or losses of the type and amounts which are not possible to compute or ascertain with reasonable certainty as a basis for recovery by County of actual damages from Consultant. Further, Consultant and County agree that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay and/or failure to complete services, Consultant agrees that liquidated damages in the amount of Five Hundred Dollars (\$500.00) for each day completion of the services is delayed beyond times set out in Exhibit A (Requirements/Specifications) of the RFP procurement packet. Such liquidated damages are

intended to represent estimated actual damages, are not intended as a penalty, and are not the sole remedy for such delay and/or failure to complete services. Delay and/or failure to complete caused by Force Majeure events or by actions of County shall not constitute a delay and/or failure to complete resulting in the payment of liquidated damages. County shall answer Consultant's service related questions in a reasonable time, which refers to the amount of time that is fairly required to answer the question conveniently under the permitted circumstances. County's failure to do so resulting in Consultant's delay and/or failure to complete services shall not result in the payment of liquidated damages; instead, a commensurate amount of time shall be allotted to the scheduled end date to perform services. Parties shall mutually agree during the project kickoff meeting on a project deliverable timeline governing deliverables from both Parties, including reasonable timelines for the County to respond to the Consultant's service related questions. Consultant's failure to meet the timeline shall result in the imposition of liquidated damages as provided herein. County's failure to meet the timeline will result in a commensurate amount of time added to its deliverable deadline.

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28. **Force Majeure.** With respect to the performance of services of this Agreement, including services specified in Exhibit A (Requirements/Specifications) of the RFP procurement packet, Consultant may be excused from Liquidated Damages for delay and/or failure to complete services IF due to Acts of God/Force Majeure, including but not limited to fire, flood, hurricane, earthquake, civil unrest, riot, war, governmental actions (including but not limited to, delays caused by disaster declaration by the Texas Department of Emergency Management (TDEM and/or the Federal Emergency Management Agency (FEMA)), or other causes beyond the reasonable control of Consultant (a Force Majeure event). Such excuse shall be for the duration of such event and for such time thereafter as is reasonable for Consultant to resume

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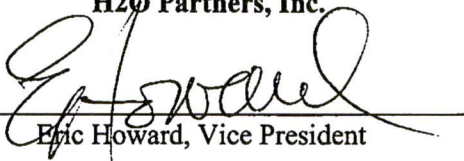
performance. In no event shall such excuse extend for a period of more than forty-five (45) days, at which time either party may terminate.

SIGNATURE PAGE TO FOLLOW

EXECUTED and effective as of the first day written above.

APPROVED BY COMMISSIONERS COURT ON _____, 2021.

H2O Partners, Inc.

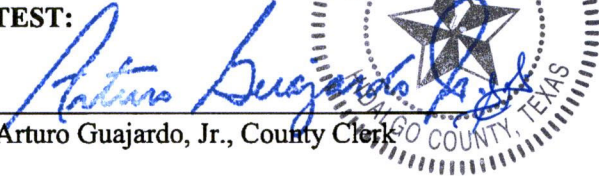

Eric Howard, Vice President

COUNTY OF HIDALGO, TEXAS



Richard F. Cortez, County Judge

ATTEST:


Arturo Guajardo, Jr., County Clerk



APPROVED BY
COMMISSIONER'S COURT
ON: 3/16/21 

APPROVED AS TO FORM:
Office of the Criminal District Attorney
Ricardo Rodriguez, Jr.

By:

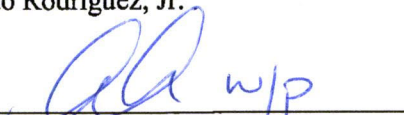

Robert Vina
Assistant District Attorney

EXHIBIT A **REQUIREMENTS**

HIDALGO COUNTY REQUEST FOR PROPOSAL / QUALIFICATIONS

PROFESSIONAL CONSULTING SERVICES

MULTI-JURISDICTION

HAZARD MITIGATION ACTION PLAN UPDATE

RFP/Q NO: 2021-191-03-03-JDC

(NIGP Commodity Code: 918)

Hidalgo County is requesting for sealed proposals from qualified **Consultant(s)** to review and update the Hazard Mitigation Action Plan. The plan will set the stage for long-term disaster resistance through the identification of actions. Hidalgo County Purchasing Department will receive sealed proposals for the provision and establishment of Consulting Services to review and update the Hazard Mitigation Action Plan for Hidalgo County as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, March 3, 2021. ANY RFP/Q RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:
RFP/Q NO: 2021-191-03-03-JDC

US Postal Mail address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy. 281
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope Must Show the RFP/Q Number, Name and Acceptance Date.
The following outlines the Request For Proposal:

SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION:

Hidalgo County is requesting that Request For Proposal be routed to Martha L. Salazar, CPPB, Purchasing Agent.

WRITTEN QUESTIONS WILL BE ACCEPTED VIA EMAIL NO LATER THAN Monday, February 22, 2021 at 5:00 P.M. EMAIL TO: jaime.cortez@co.hidalgo.tx.us Responses will be sent to all applicants via email by Thursday, February 25 at 5:00PM. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful submitter fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE SUBMITTER.**

PROPOSER AFFIDAVIT:

Prior Contract award, respondents to this RFP/Q must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF PROPOSAL:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

It is the responsibility of the submitter to review the Request for Proposal/Qualifications (RFP/Q) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or bidding procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:

Hidalgo County requires submitters, when hand delivering RFP/Q, to make sure that it is stamped with date and time by the County Purchasing staff.

SIGNING OF PROPOSALS/QUALIFICATIONS:

In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful submitter may not subcontract the award without the written consent of the Commissioners’ Court of Hidalgo County.

TERM OF CONTRACT:

The contract will be for a period of one (1) year. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day Grace Period at the end of the contract under the same rates, terms and conditions. Final payment will not occur until after the plan is FEMA-approved. The vendor must agree to revise and modify the plan and provide responses back to FEMA until the plan is approved. The plan needs to have final approval by FEMA no later than March 15, 2022. This grant-funded project shall be a lump sum contract for consultant services. All expenditures by the consultant including labor, supplies, travel and printing shall be included in the proposal price – there will not be any allowable reimbursables.

Scope of work deadlines are the following

Draft Plan Completion:	August 1, 2021
Final Plan for Commissioners Court Approval	August 25, 2021
TDEM Submission for Review	September 1, 2021
FEMA Submission for Approval	November 1, 2021
FEMA Approved Plan	March 15, 2022

GRANT FUNDING

Any contract entered into by the County that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the County has not set aside any County funds for the payment of obligations under a grant contract. If grant funding should become unavailable at any time for the continuation of services paid for by the grant, and further funding cannot be obtained for the contract, then the sole recourse of the provider shall be to terminate any further services under the contract and the contract shall be null and void.

DAVIS BACON ACT: (If Applicable)

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II RFP/Q REQUIREMENTS

REQUEST FOR PROPOSAL/QUALIFICATION:

The required contents and limitations for the preparation of the RFP/Q are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP/Q. A total of **one (1) original and two (2) USB’s** of the RFP/Q shall be submitted to the address on the cover letter.

CONTENTS:

The required contents for the RFP/Q are presented below in the order they should be incorporated into the submitted document.

RFP/Q Cover Sheet

Table of Contents

Tab I: Cover Letter, Proof of Insurance, and signed Addenda (when applicable; see Addenda under General Requirements) – The cover letter should include:

- Company name and address; name, title, email, telephone and fax number of person(s) to be contacted for clarifications or additional information regarding proposal;
- Name, title, email, telephone and fax number of person authorized to contractually obligate vendor's company with proposal and any future negotiations; and
- A brief statement summarizing the vendor's understanding of the project needs, work required, relevant experience, and any local issues or concerns.

Tab II: Scope of Service/Narrative of Proposed Services

- Describe your firm's philosophy, approach(s) and preferred methods for meeting requirements and/or deliverables in the Specifications.
- Provide the greatest amount of meaningful detail possible to describe the proposed products / services. Indicate if the vendor can meet the specifications, or if the specifications can be met only under certain conditions or circumstances. If the vendor is not able to meet the specification, briefly explain why, noting any concerns or issues Hidalgo County should be aware.
- Provide a timeline indicating deliverables, vendor responsibilities and resources needed from Hidalgo County. Also, list the estimated amount of time Hidalgo County staff must be involved in each phase of the project for a successful implementation. Include public meetings in your timeframe. Include a projected timeline with major milestones. Not providing a clear timeline may render the vendor's RFP/Q response disqualified.
- Provide a timeframe in your proposal listing each phase's dates using an awarded date of April 1, 2021.
- Provide the information you would need from Hidalgo County or any municipalities in the County for you to complete this project.
- Final product would include the following, but not limited to:
 - One (1) copy of the Approved Hazard Mitigation Action Plan in a comb-bound format
 - Copies of the first and final draft on two (2) USB's
 - A digital copy of the Hazard Mitigation Action Plan in Word and PDF on two (2) USB's
 - Digital copies of maps in the plan in Adobe PDF Format on two (2) USB's
 - Color maps in hard copy format
 - Drafts of public meeting and notices and resolutions

Mere reiterations of specifications are strongly discouraged, as they do not provide insight into the vendor's ability to meet the specifications.

Tab III: Pricing Information

See PRICING / DELIVERY INFORMATION page for instructions.

Tab IV: Organizational Information/Qualifications (also see “Firm Qualifications”)

- Vendor’s history, background, principal officers and organizational chart
- Description of project team organization; names and resumes of team members
- Licenses/accreditations
- At least five (5) references, three (3) of which must be counties in the state of Texas
- Description of Mitigation Planning Projects updated and approved by FEMA
- Copy of a completed Certificate of Interested Parties Form 1295

Tab V: Legal Documents

Include any standard agreement(s) and/or contracts(s) associated with vendor’s response.

Tab VI: Miscellaneous

State exceptions to any of the requirements in this RFP/Q, if any. Company brochures, marketing materials, or any other information vendor deems appropriate to the RFP/Q response may be included in this section.

SCOPE OF SERVICES:

Hidalgo County is seeking a qualified vendor to provide a multi-jurisdictional hazard mitigation action plan and consulting services for Hidalgo County. The vendor must have the resources and capabilities to plan, access, draft, and submit a mitigation plan to the Federal Emergency Management Agency (FEMA).

It is the responsibility of each vendor to examine the entire RFP/Q package, seek clarification in writing and review their responses for accuracy before submitting. Questions relating to this RFP/Q must be submitted in writing and directed to JD Cortez, via email to Jaime.Cortez@co.hidalgo.tx.us The deadline for submission of questions relating to this proposal is **February 22, 2021 no later than 5:00 p.m. CST**. All questions submitted in writing prior to the deadline will be compiled and answered in writing. A copy of all questions and answers will be available to all participants. Hidalgo County will not be bound by any information conveyed verbally.

BACKGROUND:

Hidalgo County is the nation’s seventh largest county. Hidalgo County is separated into four (4) geographical divisions called Precincts. Each precinct elects a Commissioner to sit as a representative of their precinct on the Commissioners Court as well as for the oversight of county functions in their area. Hidalgo County consists of 22 municipalities and it’s unincorporated area.

REQUIREMENTS:

The Hidalgo County Office of Emergency Management (HCOEM) along with other Hidalgo County agencies and participating jurisdictions will update and enhance the Hidalgo County Multi-Hazard Mitigation Plan within a four (4) month period of performance that will comply with requirements identified in 44 CFR Part 201, Part 206 and FEMA Hazard Mitigation Planning Guidance. The plan shall have final approval by FEMA no later than March 15, 2022 The mitigation plan will address multiple natural and human caused hazards, to include but not limited to floods, hurricanes/coastal storms, severe thunderstorms, tornadoes, hail, wildfire, extreme heat, winter storms/freezes, dam and levee failure, earthquakes, sinkholes, toxic releases/hazardous materials and pipeline failures.

Hidalgo County has a population of approximately 870,000 residents. In addition, the Hidalgo County Multi-Hazard Mitigation Plan will consist of Hidalgo County which includes twenty-two (22) municipalities. The mitigation plan will develop mitigation action items and strategies to reduce long-term vulnerabilities and minimize future damages and loss of life or injury within Hidalgo County, Texas.

Hazard Mitigation Plan Update Process:

The proposed planning project will be a five-year update to the Hidalgo County Multi-Hazard Mitigation Plan. Hidalgo County will document the entire updated hazard mitigation planning process, including but not limited to the following project activities:

A. ESTABLISH A MULTI-JURISDICTION PLANNING TEAM (MJPT): Hidalgo County will establish a MJPT as the primary coordinating element to update and enhance portions of the Hidalgo County Multi-Hazard Mitigation Plan that affect the entire planning area. The MJPT will include a single representative from each participating jurisdiction.

B. ESTABLISH A MITIGATION CORE PLANNING TEAM (MCPT): The MCPT will include staff from HCOEM directly involved with the five-year update planning process and the contracted staff and/or consultants facilitating and developing the updated Hidalgo County Multi-Hazard Mitigation Plan. **The consultant is primarily responsible for overall project management, facilitating meetings/workshops, and developing the updated and enhanced multi-jurisdiction mitigation plan.**

C. ESTABLISH LOCAL MITIGATION PLANNING TEAMS (LMPT): Each participating jurisdiction may establish a LMPT. The LMPT members should include a cross-section of the jurisdiction, such as emergency managers, floodplain administrators, building officials, development officials, housing officials and other subject matter experts as determined by the jurisdiction. The LMPT will:

- Hold public hearings, meetings, and/or workshops during the plan development period.
- Solicit input from citizens and professionals with knowledge of applicable hazards.
- Solicit input regarding the feasibility of potential mitigation measures for each hazard and the prioritization of mitigation projects.
- Review the final draft of the plan and the plan's goals and proposed mitigation projects.
- Be involved in the implementation as well as the updating of the plan's goals and proposed mitigation projects.

D. ESTABLISH GEOGRAPHIC INFORMATION SYSTEM (GIS) RISK ANALYSIS TEAM (GIS-RAT): The GIS-RAT will consist of GIS professionals from various Hidalgo County agencies and other participating jurisdictions. The GIS-RAT and the contracted staff and/or consultants will collect GIS hazard/risk data and develop hazard mapping to demonstrate geographic location, hazard prone areas and assist in loss estimations based on GIS models and parcel data affecting residential, commercial and critical facilities. Contracted staff and/or consultants will also provide GIS capabilities and services to assist in Hazard/Risk Assessments.

E. CONDUCT INITIAL NOTIFICATION AND KICK-OFF WORKSHOP: Hidalgo County will provide initial notifications of the plan update to all participating jurisdictions and non-participating jurisdictions within Hidalgo County. Hidalgo County will also notify surrounding counties, development agencies, key stakeholders and residents of the plan update and provide an opportunity for input and participation. Hidalgo County in conjunction with contracted staff and/or consultants will conduct and facilitate a Kick-Off Workshop for participating jurisdictions and stakeholders.

F. CONDUCT PUBLIC WORKSHOPS/HEARINGS: Hidalgo County, Texas is the seventh largest county in the U.S. with a population size of approximately 870,000 residents. During the plan update Hidalgo County and all participating jurisdictions will post the draft plan and final plan for public comment and review online. Hidalgo County will use multiple methods to inform the community about the plan update and how to get involved; such methods may include public notice, newspapers, media, websites, and social media platforms. Hidalgo County and contracted staff and/or consultants, the MCPT, will host five (5) Public Involvement Workshops/Hearings across the Planning Area to encourage community input into the plan update.

G. UPDATE INTRODUCTION AND COMMUNITY PROFILE SECTIONS: The MCPT will update and enhance the Introduction Section and Community Profile sections of the Hidalgo County Multi-Hazard Mitigation Plan. The update may include, but are not limited to the following:

- Geography, Demographics, and Vulnerable Populations;
- Watersheds and Drainage Systems;
- Economics, Business and Employment data;
- Land Use and Development;
- Forms of Government and Political subdivisions;
- Federal Disaster Declarations

H. CONDUCT A CAPABILITY ASSESSMENT: The MCPT will conduct a capability assessment survey to assess authorities, policies, plans, programs and resources for each participating jurisdiction regarding hazard mitigation. Codes, Standards and Ordinances will be examined as they relate to hazard mitigation and floodplain management. The Capability Assessment survey will also identify areas for expanding and improving capabilities.

Conduct a Hazard Identification and Risk Assessment (HIRA)

The purpose of this section is to provide a risk-based approach for hazard mitigation planning and will include:

A. HAZARD IDENTIFICATION: Hidalgo County and each participating jurisdiction will update/develop a description, type, location, extent, and prioritization of the natural hazards that have occurred within the planning area. For this plan, the risk assessment section will assess the planning area's risks. Each participating jurisdiction will conduct a hazard risk survey to identify and assess their perceived risk from natural hazards within each community. The natural hazards categories, consistent with the State Hazard Mitigation Plan include, but are not limited to:

- Flood-related hazards (riverine/coastal/flash-flooding, hurricanes/coastal storms, dam failures, winter storms and hurricanes) that include, at a minimum, flood hazard areas as defined by FEMA in the Flood Insurance Rate Maps (FIRMs) for the planning area as well as local historical data. The flood-related section of the plan and HIRA will be updated to comply with the Community Rating System (CRS) 510 Floodplain Management Planning activity.

- Wind-related hazards (hurricanes/coastal storms, winter storms, tornadoes, severe thunderstorms, hail) based on information provided by the National Weather Service and/or State Hazard Mitigation Plan.
- Fire-related hazards, human-caused or natural (drought, extreme heat, wildfires) based on local historical data, the National Weather Service, State Hazard Mitigation Plan, and/or other applicable plans/sources.
- Geologic hazards (earthquakes, landslides, sinkholes) based on local historical information, State Hazard Mitigation Plan, and/or other applicable plans/sources.
- Other hazards not listed above as determined by local history and experience. Consideration may also be given to human-caused hazards (i.e. toxic releases/hazardous materials and energy pipeline failures).

B. HAZARD RISK ASSESSMENT: Hidalgo County and each participating jurisdiction will conduct a Hazard Risk Assessment that will incorporate new or current hazard data and assess each hazard's extent, impact, vulnerability and overall risk based on a standardized risk methodology.

- Risk methodology will assess the following risk factors: Severity of impact, frequency of impact, warning time, cascading potential, historical occurrence, vulnerability, affected area potential and perceived risk.
- Previous occurrence data will be collected from the National Weather Service, National Climatic Data Center, US Geological Service, and other national databases.
- The vulnerability assessment will assess buildings/structures and their associated loss estimations/damages based on GIS data, parcel data, and land-use data to estimate the consequence of natural hazard impacts on commercial, residential and critical facilities.
- Probability will be based on historical occurrence data over a time range to determine a percentage of probability in any given year.
- Unique hazards will be addressed for each participating jurisdiction.
- Climate considerations will be assessed based on national scientific data that may influence the probability of future hazards; such considerations may include changes in temperature, intensity, hazard distribution, and/or frequency of extreme weather events that may increase vulnerability.

Update Mitigation Strategies and Action Items

B. UPDATE AND ENHANCE MITIGATION TECHNIQUES: Each LMPT will provide a review of mitigation techniques implemented within their community; which may include but not limited to the following mitigation techniques: prevention, property protection, natural resource protection, structural projects, emergency services, and public information and awareness. This will assist communities in understanding why certain mitigation techniques may be appropriate and why some may not be appropriate within the Hidalgo County Planning Area. The information collected will be integrated into the mitigation strategy section of the mitigation plan as an appendix.

C. UPDATE AND ENHANCE PRIORITIZATION METHOD AND DOCUMENT CHANGES IN PRIORITY: The MCPT will develop a STAPLEE scoring matrix worksheet for each jurisdiction to assess the priority of each proposed mitigation action item. STAPLEE is an acronym for Social, Technical, Administrative, Political, Legal, Economic and Environment; which is a standardized method to determine the priority of mitigation action items. Each LMPT will use the STAPLEE scoring matrix worksheet to determine priority or changes in priority.

D. AND ENHANCE EXISTING AND NEW MITIGATION ACTION ITEMS: The MCPT will use previous Annual Evaluation and Monitoring Reports, as available, to identify existing mitigation action items as either current, deleted or a success. The MCPT will also conduct new Mitigation Action Item Workshops with each participating jurisdiction to develop a wide range of mitigation actions. Each LMPT will develop new action items and review existing action items and submit these to the MJPT and MCPT for integration into the plan update.

Update and Enhance the Hazard Mitigation Plan Maintenance

A. MONITORING, EVALUATING, AND UPDATING: HCOEM, and MCPT if convened, is primarily responsible for plan updates and will conduct an annual evaluation and monitoring report to assess the progress, implementation and effectiveness of mitigation action items in collaboration with each participating jurisdiction. Each participating jurisdiction is primarily responsible for evaluating and monitoring their mitigation action items on an annual basis and may convene the LMPT to assist in mitigation action item updates.

B. INCORPORATION INTO EXISTING PLANNING MECHANISMS: Each participating jurisdiction and/or LMPT will assist the communities in the implementation and incorporation of the plans' goals into other local planning processes, such as a Comprehensive Plan, Land Use/Zoning Plans, Master Plans, and other development related documents. The LMPTs and MJPT will also integrate other planning mechanisms into the Mitigation Plan during the plan update process.

C. IMPLEMENTATION SCHEDULE: The final multi-jurisdiction mitigation action plan will include an implementation schedule with procedures for ensuring the plans' implementation, updating and revision every five (5) years.

D. CONTINUED PUBLIC INVOLVEMENT: Each participating jurisdiction will work with the communities for continued public involvement.

Draft Multi-Jurisdiction Plan

A. DRAFT PLAN: Hidalgo County and contracted staff and/or consultants, aka the MCPT will develop a draft plan and submit to each LMPT for review and revisions. Each LMPT will provide their review and revisions to the MJPT for the final draft plan. The draft plan should be completed by August 1, 2021.

B. LEGAL REVIEW: The Hidalgo County Attorney's Office will provide a legal review of the draft copy of the Hidalgo County Multi-Hazard Mitigation Plan to ensure compliance with all required laws, statutes and regulations.

Finalize Multi-Jurisdiction Plan

A. FINAL PLAN: The MJPT will incorporate revisions from the LMPT and provide the final plan to the MCPT ready for legal review. The plan will be submitted to the Texas Division of Emergency Management (TDEM) with approval from Commissioners Court no later than August 25, 2021 to allow time for initial review. By October 1, 2021 the updated plan will be forwarded to FEMA/Region for final review and approval.

B. LEGAL REVIEW: The Hidalgo County Attorney's Office will provide a legal review of the final copy of the Hidalgo County Multi-Hazard Mitigation Plan to ensure compliance with all required laws, statutes and regulations.

Plan Required Revisions, Approval and Adoption

A. **REQUIRED REVISIONS**: TDEM or FEMA region may require certain revisions; at which time Hidalgo County and contracted staff and/or consultants, the MCPT will coordinate with affected participating jurisdictions to make any/all corrections or request for information.

B. **PLAN APPROVAL**: FEMA will provide final approval of the mitigation plan.

C. **ADOPTION**: Hidalgo County will work with the participating communities for the adoption of the plan by the communities' governing bodies. Hidalgo County will use the Adoption Pending Approval (APA) process.

Outcomes

The plan update to the Hidalgo County Multi-Hazard Mitigation Plan will develop mitigation action items and strategies to reduce long-term vulnerabilities and minimize future damages and loss of life or injury within Hidalgo County, Texas. The participating jurisdictions and community will benefit from the plan update through the following outcomes:

- Increased education and awareness around threats, hazards, and vulnerabilities
- Built partnerships focused on disaster risk reduction, hazard mitigation and resilience involving government, organizations, businesses, and the public
- Identification of long-term, broadly-supported strategies for risk reduction based on community objectives
- Communicates priorities to potential sources of funding

The plan update will also allow Hidalgo County which includes twenty-two (22) municipalities to maintain eligibility for Hazard Mitigation Assistance (HMA) funding opportunities: 1. Pre-Disaster Mitigation (PDM), 2. Flood Mitigation Assistance (FMA), 3. Hazard Mitigation Grant Program (HMGP) and 4. Building Resilient Infrastructure and Communities (BRIC).

Cost-Effectiveness

Hazard mitigation planning projects are considered cost-effective non-traditional mitigation strategies and no Benefit Cost Analysis (BCA) is required.

Personnel

A. **MITIGATION CORE PLANNING TEAM (MCPT)**: Personnel may include staff from HCOEM such as the Mitigation Planner and GIS Technical Specialist. Contracted staff/or consultants with experience in developing multi-jurisdiction mitigation plans will assist in the plan update by facilitating workshops, writing plan updates and assisting throughout the planning process. Contracted staff and/or consultants may include a Project Manager, Hazard Mitigation Planners and Consultants.

C. **LOCAL MITIGATION PLANNING TEAMS (LMPT)**: Personnel may include the Emergency Management Coordinator, Floodplain Administrator, Development Manager, Building Official, Housing Official, Code Enforcement Official, or other jurisdiction-specific members with an interest or expertise related to hazard mitigation.

D. **GIS RISK ANALYSIS TEAM (GIS-RAT)**: Personnel may include GIS professionals from HCOEM, Hidalgo County Planning Department (HCPD), Hidalgo County Information Technology Department (HCIT), Hidalgo County Fire Marshal's Office (HCFMO), Hidalgo County Urban County, Hidalgo County

Drainage District, and/or local jurisdiction GIS professionals. Contracted staff and/or consultants will also provide GIS capabilities and services to assist in Hazard/Risk Assessments.

Task Oversight

Project oversight will be provided by the HCOEM. Vendor will provide Hidalgo County with TDEM Quarterly Progress Reports on the implementation of the planning project over the four (4) month period of performance. In addition, the Hidalgo County Budget Officer will also ensure compliance with all procurement and grant guidance requirements in coordination with the Hidalgo County Auditor’s Office.

Project Location

The planning area will include the entire Hidalgo County, Texas jurisdiction. Locations include the unincorporated area of Hidalgo County, Texas and the following municipalities:

Other participating jurisdictions or special purpose districts located within Hidalgo County, Texas may also consider participating in the Hidalgo County Multi-Hazard Mitigation Plan during the plan update process.

1.	Alamo	Update	2.	Edcouch	Update
3.	Edinburg	Update	4.	Elsa	Add to Plan
5.	Granjeno	Add to Plan	6.	Hidalgo	Update
7.	La Villa	Update	8.	La Joya	Add to Plan
9.	McAllen	Update	10.	Mercedes	Update
11.	Mission	Update	12.	Palmhurst	Add to Plan
13.	Penitas	Add to Plan	14.	Pharr	Update
15.	Progreso	Add to Plan	16.	Progreso Lakes	Add to Plan
17.	San Juan	Update	18.	Sullivan City	Update
19.	Weslaco	Add to Plan	20.	Alton	Add to Plan
21.	Donna	Add to Plan	22.	Palmview	Update

PRICING / DELIVERY INFORMATION

PRICING

Provide pricing for the proposed multi-jurisdiction hazard mitigation action plan and consulting services for Hidalgo County. Pricing should be presented in the format shown below. Pricing information must be included in Tab III of proposal.

On a separate page, identify all itemized services required that will be provided. Vendor shall provide a detailed description and quantity of each item and provide a detailed description of how services will affect the project.

<u>Item No.</u>	<u>Description</u>	<u>Total Price</u>
1.	Plan, Update, and Prepare the Hazard Mitigation Action Plan	\$ _____
2.	Plan presented to the Texas Division of Emergency Management	\$ _____
3.	Prepare any revisions required for FEMA Approval	\$ _____
4.	Expenses	\$ _____
	Grand Total	\$ _____

OPTIONAL / VALUE ADDED SERVICES

Vendors may propose optional or value-added services described in the specifications and/or listed on the Pricing/ Delivery Information sheet(s) of this RFP/Q by services not identified in this RFP/Q. At a minimum, discuss service capabilities and reasons why it would be valuable for this project. Include information on these services in Tab II of your response and include pricing in Tab III.

FIRM QUALIFICATIONS

This section should include a description of the firm's project personnel and their most recent similar projects. For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to five (5) pages. Additionally all interested participants shall comply with the following;

- a. Interested firm's shall meet or exceed Final Rule of Local Mitigation Planning 44 CFR 201-6 in order to be FEMA approved.
- b. Minimum of five (5) years experience in preparing similar Hazard Mitigation Plans for governmental entities.
- c. Demonstrate thorough knowledge and understanding of natural and manmade hazards, State of Texas Hazard Mitigation Action Plan (HMAP) and FEMA's requirements for Hazard Mitigation Plans.
- d. Provide detailed information on experience with previous Hazard Mitigation Plans and plan updates including knowledge of current FEMA plan requirements.
- e. Provide a representative list of projects of a scale and complexity similar to the project being requested by the County. The list should include the project location, client, services provided by your firm for the project, term of services and owner contact information.
- f. Provide at least five (5) references, three of which should be Texas counties, your firm has provided the same or similar services. Failure to submit references may result in the disqualification for award.
- g. The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographical summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. Identify project staff, task leaders and sub-consultants who will be working alongside key County staff.

NUMBER OF RFP/Q COPIES TO BE SUBMITTED:

Hidalgo County requires **one (1) original submittal and two (2) USB's**.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries, and all clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, **Attn: Jaime "JD" Cortez, via email: jaime.cortez@co.hidalgo.tx.us**, 2812 South Business Highway 281, Edinburg Texas 78539. **TELEPHONE CALLS WILL NOT BE ACCEPTED!**

Any/All costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives whenever it is in the County's best interest to do so.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

Proposer is to provide a fee proposal based on the scope of work and services.

SECTION III: SELECTION AND SCHEDULES

I. SELECTION PROCEDURES/EVALUATION CRITERIA:

The evaluation consists of a 100-point scoring system. However, after the 100-point evaluation, Hidalgo County Commissioners Court may elect to narrow the participating firms and request a presentation from a vendor representative.

- A. Evaluation Committee selected by Hidalgo County Commissioners Court, Elected Official or User Department will review, score and evaluate the Request for Proposals (RFP/Q) received.
- B. After each RFP/Q has been reviewed, scored and evaluated, a grid will be presented to Commissioners Court for the purposes of ranking.
- C. Categories are further detailed in the Selection Criteria (Exhibit B) section of this RFP/Q.

II. SCORING AND EVALUATION PROPOSALS

Proposals will be evaluated and scored for innovation and completeness, in response to each of the elements outlined in the Scope of Services including but not be limited to, the items listed below:

A. EXPERIENCE - 30 POINTS

- 1. Experience and background with other governmental agencies relevant to previous Hazard/Disaster Mitigation Plans and Plan updates including knowledge of current FEMA plan requirements.
- 2. Demonstrate client satisfaction and candidate's familiarity with the required experience and expertise

B. COST - 25 POINTS

- 1. Provides the required turnkey services at a reasonable cost.

C. PROJECT UNDERSTANDING AND METHODOLOGY-25 POINTS

- 1. Firm understanding of the project scope of work, deadline, its complexity, commitment of adequate resources to satisfy all project elements, and sequence of steps and time that will be necessary to satisfactorily complete all tasks outlined in scope of work.

D. CAPACITY OF PERFORMANCE - 20 POINTS

1. Provides appropriate evidence of adequate staffing.
2. Complete full scope of work and satisfy all project requirements, including final Hazard Hazard Mitigation Plan in a timely manner.

TERMINATION OF SERVICES:

Any contract awarded to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered, or (c) terminated by the County with thirty day's written notice prior to cancellation.

PROPOSAL SUBMITTED TO: One (1) original and two (2) USB' of RFP/Qs should be submitted to:

<p><u>US Postal Mail address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy. 281 Edinburg, Texas 78539</p>	<p><u>Physical Address:</u> Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539</p>
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RFP/Q must be submitted by **no later than 9:30 a.m. on Wednesday, March 3, 2021**

Categories are further detailed in the Selection Criteria (Exhibit B) section of this RFP/Q.

EXHIBIT “B”

BID PAGE

**REQUEST FOR PROPOSAL /
QUALIFICATIONS**

HIDALGO COUNTY

**“MULTI-JURISITICTIONAL
HAZARD MITIGATION ACTION
PLAN UPDATE”**

RFP/Q No.: 2021-191-03-03-JDC



RESPONSE TO PROPOSAL FOR: Professional Consulting Services - Multi-Jurisdictional Hazard Mitigation Action Plan Update

RFP/Q NO: 2021-191-03-03-JDC

March 3, 2021

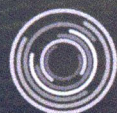
SUBMITTED TO:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy. 281
Edinburg, Texas 78539

SUBMITTED BY:

H2O Partners, Inc.
260 Addie Roy Rd. Suite 150
Austin, TX 78746
Tel 512.940.9300
Fax 512.329.6612
www.h2opartnersusa.com

ORIGINAL



H2O PARTNERS

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March 3, 2021

Ms. Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy. 281
Edinburg, Texas 78539

Re: RFP/Q No.: 2021-191-03-03-JDC
"Professional Consulting Services – Multi-Jurisdictional Hazard Mitigation Action Plan Update"

Dear Ms. Salazar,


H2O Partners Inc. (H2O) is pleased to submit the following proposal pursuant to the request for proposal referenced above.

Headquartered in Austin, Texas, H2O Partners, Inc. is a small business, a Women's Business Enterprise (WBE), and a Historically Underutilized Business (HUB) with a wealth of expertise in planning and grant development. Our mission is to build and improve the capability to prepare, respond, recover, and mitigate natural disasters with a tailored, flexible, and cost-effective approach. H2O Partners is composed of FEMA Hazard Mitigation Subject Matter Experts in mitigation planning, Hazard Mitigation Grant Program (HMGP) and Pre-Disaster Mitigation (PDM) application development and management, floodplain management, National Flood Insurance Program (NFIP), and ArcView GIS mapping.

Our staff has developed Hazard Mitigation Plans and Plan Updates since the implementation of the Disaster Mitigation Act of 2000 with a 100 percent success rate obtaining FEMA approval. We have developed Plans for more than 950 jurisdictions, including the first Multi-Jurisdictional Plan Update to be approved by the state of Texas. Further, mitigation experts at H2O were selected by FEMA to assist in the development of the updated FEMA Review Tool.

As a Texas company, owned and run by Texans, we take special pride in providing world-class services to our neighbors, right here at home. H2O Partners has also had the pleasure of working recently with the City of Weslaco on the development of their Hazard Mitigation Action Plan, which was approved in November 2020, and with Cameron County on updating their Hazard Mitigation Action Plan Update, which was approved in February 2021. We look forward to an opportunity to work for you to protect Texans from the effects of disasters and help them recover when they are in need. We thank you for this opportunity to present our qualifications and expertise.

H2O Partners has the ability to provide the services and will comply with the contract terms and conditions set forth in this RFP. I will be your primary point of contact for all communications



regarding this proposal. My contact information follows my signature below. Also authorized to make representation on behalf of H2O Partners is our Director of Program Operations, Ms. Pam Hawkins. She can be reached at 260 Addie Roy Road, Suite 150, Austin, TX 78746, by phone at 512.750.6014, fax at 512.329.6612, and e-mail at pam@h2opartnersusa.com.

My signature below certifies that I am authorized to legally bind H2O Partners, Inc. and that this proposal remains firm for a period of one hundred and twenty (120) days from submittal. Please do not hesitate to contact either of us if you have any questions or require further documentation.

Thank you for the opportunity to respond.

Sincerely,



Eric Howard, Vice President



260 Addie Roy Road, Suite 150

Austin, TX 78746

Cell: 512.940.9300

Fax: 512.329.6612

eric@h2opartnersusa.com



Insurance Requirement Acknowledgment

I, Eric Howard, authorized representative for H2O Partners, Inc.,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners= Court;
- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners= Court currently carry the following

Professional Liability (Errors & Omissions): \$ _____

Automobile Liability: \$ _____ General Liability: \$ _____

- have already been met, see attached copy of insurance certificate.


Authorized Representative

3.1.2021
Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

MEMORANDUM

TO: All Participating Vendors

FROM: Jaime "JD" Cortez, Contract Specialist III

DATE: February 25, 2021

RE: RFP/Q No. 2021-191-03-03-JDC
Hidalgo County Multi-Jurisdictional Hazard Mitigation Action Plan Update

Below are the responses to all inquiries made on or before Monday, February 22, 2021 at 5:00pm.

Question No. 1: What is the budget for this effort?

Answer: \$100,000.00

Question No. 2: Is there a page limit for the response?

Answer: No

Question No. 3: What is the funding source?

Answer: TDEM sub-grant for the Hazard Mitigation Grant Program (HMGP)
Catalog of Federal Domestic Assistance 97.039 HMGP
FEMA Project Number: DR-4377-0003
Project Title: Hidalgo County Hazard Mitigation Action Plan Update

Question No. 4: What agencies/organizations will be on the planning team?

Answer: Hidalgo County Judges Office
Hidalgo County Office of Emergency Management
Hidalgo County Precinct #1
Hidalgo County Precinct #2
Hidalgo County Precinct #3
Hidalgo County Precinct #4

Question No. 5: Would Hidalgo County prefer monthly meetings or some other cadence?

Answer: Bi-Monthly (Twice Monthly)

Question No. 6: Would Hidalgo County prefer that formal meetings be held in-person, virtually or a mix of the two?

Answer: Mix. Kickoff should be in-person.

GA
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Question No. 7: Is there a predecessor document that can be significantly leveraged, or is this a wholly or mostly new plan?

Answer: Yes.

Question No. 8: SECTION II RFP/Q REQUIREMENTS, Tab IV: Organizational Information/Qualifications (also see "Firm Qualifications") states that proposers must provide: "• At least five (5) references, three (3) of which must be counties in the state of Texas"

In order to expand the quality and range of proposers, will Hidalgo County revise the requirement to state?:

"At least five (5) references, three (3) of which must be counties in the state of Texas or large State by geography and/or population (e.g., California)."

Answer: No.

Question No. 9: Will the County require a bond?

Answer: Yes

Question No. 10: Will the County consider eliminating or reducing liquidated damages?

Answer: No to eliminating. Yes to reducing

Question No. 11: "To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below."

Only the Texas Building & Procurement Commission is listed. Certification by what other agencies will satisfy the HUB declaration?

Answer: The County of Hidalgo will accept HUB certification issued by the Texas Comptroller or any organization/agency with a certification program approved by the Texas Comptroller. [Click here*](#), for the list of qualified organizations/agencies.

*<https://comptroller.texas.gov/purchasing/vendor/hub/certification-agreements.php>

Question No. 12: The RFP states that any contract entered into by the County that is to be paid from grant funds shall be limited to payment from the grant funding and the vendor/provider understands that the County has not set aside any County funds for the payment of obligations under a grant contract. It also states that the contract will be terminated if grant funding should become unavailable at any point during the contract period.

Points included under this section address certain issues related to entering into a contract for a project being funded by a federal funding source. The same section also states several CFR references with the caveat "if applicable." It is not clear, therefore, whether this project is being funded by a federal resource.

Is the County able to share the funding resource for this project and the award amount?

Answer: TDEM sub-grant for the Hazard Mitigation Grant Program (HMGP)
Catalog of Federal Domestic Assistance 97.039 HMGP
FEMA Project Number: DR-4377-0003
Project Title: Hidalgo County Hazard Mitigation Action Plan Update

Question No. 13: A number of natural and technological hazards are listed as those to be included in the plan update.

Would it be correct to say that the GIS-RAT is available as a group of subject matter experts to provide information about historical incidence, as well as hazard impacts, which may not be available through generally accessed resources, such as the National Center for Environmental Information? Sinkhole is an example of one such hazard.

Answer: GIS-RAT subject matter expert may be able to provide information about historical impacts if they are available. However, consultant(s) should be prepared to perform work, if group is not accessible/available.

Question No. 14: Besides the 22 identified jurisdictions in the RFP/Q, are there any other jurisdictions, organizations, or entities that will be involved with this project effort or that the consultant will need to work with to develop this HMP update?

Answer: Including but not limited to FEMA & TDEM

Question No. 15: Does Hidalgo County anticipate making any changes to the project timeline in light of the recent Severe Winter Storm that Texas experienced and now that Hidalgo County is under a disaster declaration? If so, please specify new project timeline.

Answer: No

Question No. 16: Will there be a requirement for any of the project work, meetings, workshops to be held on-site for Hidalgo County? Or, will it be acceptable for these to be conducted virtually through web meetings? (This question is being asked due to COVID-19 safety/social distancing protocols, as well as due consultant wanting to best meet the client's budget for project. Eliminating or reducing travel will drastically save on the client's project budget.)

Answer: Remote meeting is encouraged but some discussions may need to occur in person.

Question No. 17: Will project participants from each participating jurisdiction be proficient in English? If not, will the County provide translator(s)? Or, will there be a requirement for the consulting firm to provide these services?

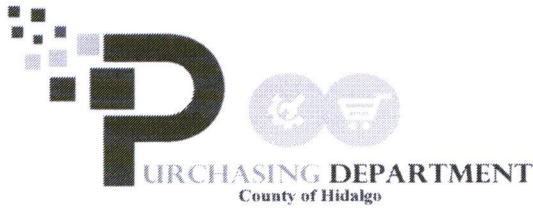
Answer: Yes participants from each jurisdiction will be proficient in English.

Question No. 18: Are you able to provide the project budget? If so, please specify.

Answer: \$100,000

Question No. 19: Is the Multi-Jurisdiction Hazard Mitigation Action Plan Update for





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Edinburg, Texas 78539
Phone: (956) 318-2626
Fax: (956) 318-2629
www.co.hidalgo.tx.us/purchasing

Hidalgo County being funded by a FEMA grant? If so, what is the federal share amount?

Answer: Yes, 75%

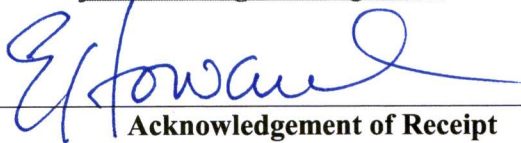
Question No. 20: Due to the current pandemic and the social distancing environment, can the workshops and public meetings be held via webinar?

Answer: It is possible; however, due to the ongoing pandemic, it will be determined on a case by case basis and all parties will abide by CDC, Federal, State and Local orders/guidelines at the time.

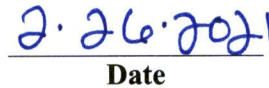
Question No. 21: Referencing Exhibit A, page 6, under Requirements: It is stated “a four (4) month period of performance that will comply with requirements identified in 44 CFR Part 201, Part 206 and FEMA Hazard Mitigation Planning Guidance.” Was the County awarded a project grant under the HMGP and meeting the requirement of the County HMAP being approved by FEMA within 12 Months of the award?

Answer: Yes and yes.

Please acknowledge receipt of these questions and response by signing below and returning back via email to jaime.cortez@co.hidalgo.tx.us.



Acknowledgement of Receipt
Authorized Signature



Date

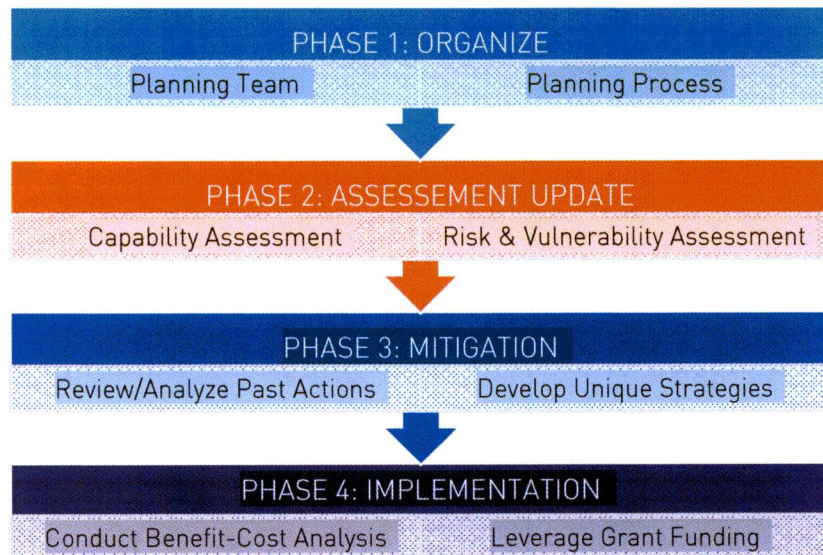
JDC

Tab II: Scope of Service/Narrative of Proposed Services

A. Approach to Tasks and Schedule

In developing Hazard Mitigation Plans and Plan Updates, H2O Partners:

- Establishes an open and collaborative planning process and facilitates planning meetings;
- Identifies and assesses natural and human-caused hazards that threatened the area;
- Profiles hazards based on their severity of impact, frequency of occurrence, seasonal patterns, warning time, and cascading potential;
- Uses Geographic Information Systems-based analyses (ARCGIS) to conduct an inventory of populations, buildings, critical and special facilities, and commercial facilities at risk;
- Estimates probability of occurrence and potential dollar losses from hazards using the Federal Emergency Management Agency’s HAZUS-MH model;
- Develops mitigation vision, goals, and long-term objectives for the plan;
- Prioritizes the hazards in terms of potential dollar losses and their likelihood of occurrence, spatial extent, and severity of impact;
- Assists in examining previous and current mitigation projects;
- Develops and prioritizes mitigation actions unique to the planning area as a whole, to reduce the long-term risk to people and property;
- Examines how mitigation projects will be integrated into existing planning mechanisms and the budgetary process;
- Conducts public meetings and stakeholder outreach to gain input into the planning process;
- Documents all meetings, advertisements, and public feedback;
- Develops plan maintenance procedures; and
- Obtains State and FEMA plan approval.



To accompany the Plan Update and assist communities in selecting grant projects, H2O Partners has developed a helping document such as “A Guide to Funding and Technical Assistance Programs that Support Hazard Mitigation.” This Guide identifies and describes over 90 grant and technical assistance programs that can be used to implement mitigation projects.

All sections of the Plan Update will be developed and revised, *and shall meet or exceed the requirements* of in accordance with the provisions, goals and objectives of the Disaster Mitigation Act of 2000 (DMA 2000); *Interim Final Rules for the Hazard Mitigation Planning and Hazard Mitigation Grant Program (44 CFR, Part 201)*; most current FEMA plan guidance including the FEMA Plan Evaluation Tool, and any planning standards adopted by the Texas Division of Emergency Management (TDEM). Further H2O Partners will utilize FEMA’s “How-To” Standards found in FEMA’s “Local Mitigation Plan Review Guide” (October 2011), and the “Local Mitigation Planning Handbook” (March 2013). In addition, H2O Partners can also provide guidance to the County as needed in administering their grant as H2O Partners has expertise and is certified in applying the FEMA Hazard Mitigation Assistance (HMA) Unified Guidance, in the most recent update from 2015.

H2O also uses Microsoft SharePoint for sharing documents, and an FTP site for the County will be established for sharing documents, meeting notices, and meeting minutes.

B. Task One – Establish the Planning Team and Planning Process


1.1 Planning Team Organization

H2O Partners will work with Hidalgo County’s Mitigation Core Planning Team (MCPT) to develop the Planning Team to include all twenty-two (22) participating entities. Each of the twenty-two (22) municipalities will establish a Local Mitigation Planning Team (LMPT). H2O can assist in identifying LMPT members and recommends that each participating jurisdiction include at least two members, but preferably three to five, including GIS professionals from the County and participating jurisdictions (GIS-RAT) as participation from each entity will be integral in not only helping to complete and update the Plan but also to assist in meeting match with in kind time on the County’s planning grant. Each participating entity will designate one primary point of contact from the LMPT. The single or primary point of contact from each entity will form the Hidalgo County Multi-Jurisdiction Planning Team (MJPT). Collectively, the MCPT, LMPT, GIS-RAT, and MJPT are the Planning Team.

1.2 Conduct Project Kick-Off Workshop and Outreach

Throughout the planning process, H2O Partners will conduct a series of workshops for the Kick-Off, Risk Assessment, and Mitigation Strategy. The initial workshop is the Kick-Off Workshop, which will occur at the County and at participating jurisdictions for the Planning Area as requested by the County.


**H2O will
Schedule and
Conduct all
Meetings and
Provide Minutes
to the MCPT.**



The purpose of the Kick-Off Workshops is to discuss the proposed planning effort and to obtain an initial understanding of any concerns and issues regarding hazard mitigation, preparedness, and sustainable development. The initial workshop will be used to discuss the Plan Update requirements, timetable, proposed strategy, public participation, and obtain feedback to help refine the process.

Prior to the Kick-Off Workshops, H2O Partners will confer with the Planning Team to discuss and develop a contact list, hazards list for consideration, meeting dates, and documents, and other pertinent information. H2O Partners will host multiple workshops throughout the planning process to ensure maximum participation by local elected officials, planners, stakeholders, and the public. H2O Partners will develop notices for Kick-Off Workshop and provide to the Planning Team at least two weeks in advance of the date. Invitees will include all members of the Planning Team and additional stakeholders such as elected officials; key community leaders; representatives from various local, county, and state agencies; Floodplain Administrators; Emergency Management Coordinators; Fire and Police Department representatives; and members from the private sector, academia, hospitals, neighboring communities, businesses, and the general public.

1.3 Proposed Format Development and Planning Process Documentation



The Plan Update will include the identification of stakeholders, public participation, risk assessment, hazard identification, and mitigation actions for Hidalgo County. Specifically, the Plan Update will include a brief introduction, including context for and description of the need for the Plan Update; disaster loss history; description of the physical setting, history, land use patterns, and development trends of the Planning Area; list and assessment of the hazards and risks to which the County is vulnerable; summary of current federal, state and local programs and policies that address the identified risks; statement of the Plan Update goal and objectives; prioritized list of recommended strategies, programs, policies and actions to address identified hazards and risks, persons responsible for implementing recommendation, cost effectiveness of recommendations, and suggested timeline for implementing recommendations; a Plan Review section identifying a strategy for the next five years for evaluating, revising, and implementing the Plan Update; documentation of public participation in Plan development; documentation that participating partners have met the requirements of the Disaster Mitigation Act of 2000; other documentation and Plan elements as required to meet TDEM and FEMA approval; and all relevant maps, graphs, charts, pictures, and GIS data to support document text.

The Plan Update will indicate who was involved in the current planning process; how the public was involved; and describe how others, who did not actively participate in the Plan Update, were made aware of the planning process. The body of the Plan Update will be restricted to a narrative with supporting summary tables, maps, and charts. Technical and supportive material and data will be included in the appendices. The implications of data provided in tables, maps, or charts will be clearly stated in the narrative to demonstrate the connection between vulnerabilities and proposed mitigation actions.

C. Task Two – Public Outreach and Capability Assessment

PUBLIC OUTREACH

H2O Partners will develop and implement a public engagement strategy and a public outreach plan for public and stakeholder involvement that will describe methods utilized by the Planning Team to ensure the public has multiple opportunities to participate in the planning process; including surveys, press releases, website postings, multiple public meetings and workshops held at the beginning, mid-point, and conclusion of the planning process.

Outreach will be conducted on an on-going basis with local elected officials, the media, members of the private sector, such as school systems and strategic partners throughout the Planning Area. Periodic updates will be provided to the media and key stakeholders about the planning process and how they can participate. This will help ensure that the federal and state public participation requirements are fully met. Notices will also be made available for posting on multiple websites in Hidalgo County.

H2O's Online Survey, Webinar Platform, & Translated Materials increase public participation.

2.1 Public Meetings

H2O Partners has extensive experience working with elected officials and the general public to build consensus for mitigation projects and actions. Public meetings will be designed to attract a large cross-section of individuals from both the private and public sector of the Planning Area, including local businesses, non-profit organizations, schools, and hospitals.

To ensure the public has additional opportunity to participate and that the FEMA requirements are exceeded, five Public Involvement Workshops/Hearings will be held to gather input from the general public and elected officials at the beginning and near the end of the planning process. These meetings will ensure that the input and insights of members of the general public are available to H2O Partners and the Planning Team, and the public has an opportunity to provide comments on the draft Plan prior to approval.

H2O Partners and the Planning Team will provide an announcement for the public meetings in prominent areas for the public and solicit involvement from the general public and stakeholder organizations. Announcements will be posted well in advance online, in local papers, and at government and public buildings.

2.2 Development of a Hazard Survey and Analysis of Results

Even though the previous mitigation plan will be reviewed for hazard ranking, in order to gather data on changes in the last five years, a Hazard Survey will be developed and distributed at public meetings and posted on relevant County and participating community websites. The survey will seek information from the public about hazards that have impacted them in the past and those

that they feel will have the greatest impact in the future. Survey results will be compiled and included in the Plan.

CAPABILITY ASSESSMENT

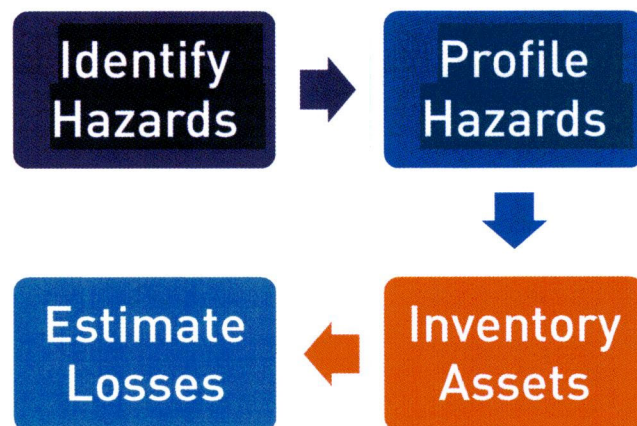
The capability assessment has two primary components: an inventory of relevant plans, including local comprehensive plans, ordinances, capital improvement plans, warning systems, public education initiatives, local building codes and zoning ordinances, Floodplain Management Plans, relevant studies and reports and other technical information; and an analysis of the capacity to integrate these planning mechanisms into a comprehensive mitigation strategy. Careful examination of local capabilities will detect any existing gaps, shortfalls or weaknesses with ongoing government activities that could hinder proposed mitigation activities and possibly exacerbate community hazard vulnerability. The capability assessment will also highlight the positive mitigation measures already in place or being implemented at the local government level, which should continue to be supported and enhanced through future mitigation efforts. Furthermore, the capability assessment will highlight any changes in development in the past five years.


The capability assessment survey instrument will be developed and provided to Hidalgo County. This survey checklist will be utilized to collect information about lessons learned from any previous mitigation activities in the Planning Area, and perception regarding changes in hazards. Information gathered in the survey will be documented; and capabilities will be evaluated with attention given to previous state, regional, and local plans, and all FEMA regulations and development requirements.

The effectiveness of previous mitigation actions will be evaluated to identify areas where improvement is needed. The information gathered during the capability assessment will be documented and used as a resource when determining the types of policies and projects to be developed.

D. Task Three – Hazard Identification and Risk Assessment

There are several elements of a risk assessment including hazard identification and profiling. H2O Partners will collect the best available data to complete the risk assessment. This includes reviewing the risk assessment from the previous Hidalgo County Multi-Hazard Mitigation Plan, hazard data from the State of Texas Hazard Mitigation Plan, relevant and available maps, existing and nearby plans, studies and reports, and other references. Local anecdotes of significant hazard events within the past five years will also be researched as part of the data collection process.






H2O Partners will review any existing Hazard Analysis and verify existing hazards or identify additional hazards including but not limited to floods, flash floods, tornadoes, windstorms, extreme heat, grass or wildland fires, severe winter storms, levee failure, drought, earthquakes, dam failure, expansive soils, hail storms, and thunder and lightning.

Several data sources will be investigated for hazard information, including but not limited to the Texas Commission on Environmental Quality (TCEQ), Texas Department of Transportation (TXDOT), Federal Emergency Management Agency (FEMA), United States Army Corps of Engineers, United States Geological Survey, National Climatic Data Center, and other local, state, and federal data as available.

The updated risk assessment will also include a description of the County's participation in the National Flood Insurance Program (NFIP) and the Community Rating System (CRS) program, if applicable. Information including the type and number of repetitive and severe repetitive loss structures, policies in force, total dollar amount for premiums, and claims information will be included in the Plan Update. Floodplain boundaries throughout the Planning Area will be depicted using the latest FEMA Digital Flood Insurance Rate Map (DFIRM) for Hidalgo County.

Preliminary results will be presented to the Planning Team at the Risk Assessment Workshop, followed by a public meeting.

3.1 Background Research, Data Collection and Classification



This subtask involves gathering and compiling all the necessary data (non-spatial and spatial) that will be needed to conduct a thorough hazard and risk evaluation. Data necessary for the hazard and risk evaluation will include, but is not limited to:

- Base map data - including administrative boundaries, transportation networks, water areas and courses, hydrology, etc.
- Hazard-specific data - including information such as Digital Elevation Models, climate and weather data, geology, soils, flood zones, etc.
- Critical Facilities – facilities that provide services to the community and should be functional after a hazard event. Critical facilities include hospitals, police stations, fire stations and schools.
- General Building Stock - including residential, commercial, industrial, agricultural, religious, government, and educational buildings; and the number, types, occupancy, and values of existing buildings.
- Lifelines and Infrastructure – including the distinct classes of transportation systems and utility lifelines, to differentiate between varying lifeline system components with substantially different damage and loss characteristics.
- Social/Demographic Characteristics - used to estimate direct social losses including vulnerable populations, displaced households, and potential casualties. Social and demographic information is derived from census data describing population characteristics




including age, gender, income, housing, and ethnic origin. These characteristics are important descriptors to define social vulnerability.

H2O Partners will utilize the hazard and risk data obtained for the Planning Area in the development of the Plan Update. Additionally, information will be collected to show the changing environment and potential climate adaptation.

3.2 Hazard Event Profile and Mapping


Hazard Event Profiling will include reviewing and incorporating the Risk Assessment from the previous Hazard Mitigation Plan for the County, the Texas Multi-Hazard Mitigation Plan, and nearby jurisdictions, in addition to Repetitive Loss Plans, Emergency Management Plans, and Floodplain Management Program Activities. The profile will include a definition and description of the hazard, historical occurrences, extent or severity of impact, location, vulnerability, and future probability.

The development of hazard and damage profiles is an important step in evaluating the changed frequency and impact of risks for the Planning Area. H2O Partners will utilize skilled personnel to conduct statistical analysis to relate frequency to intensity. This will allow an analysis of variations of intensity within each type of hazard event and determine the probability and frequency of future events. By developing hazard intensity-frequency relationships for each hazard, the team will determine:

- 
- The likelihood or probability of the natural hazard occurring, measured in terms of frequency (i.e., annual probability) or return period (i.e., years); and
 - The intensity associated with the event, which refers to the damage generating attributes of a hazard.


Where necessary or previously unavailable, H2O Partners will produce a series of natural hazard maps to demonstrate historical occurrences. These maps will provide a spatial understanding including the location and extent of hazard intensity. Geo-spatial tools such as ArcGIS will be utilized to produce customized maps for hazards with a defined boundary such as flood and wildfire. To identify assets in flood hazard areas, H2O will review the most current DFIRM to update flood risk information. All maps included in Plan Update will be produced by H2O Partners at the local level in order to ensure sufficient detail is conveyed for each hazard.

H2O Partners will conduct an up-to-date vulnerability analysis to determine the potential for detrimental impacts of hazards on critical facilities, general building stock, lifelines and infrastructure, populations, and economic and financial assets. This analysis will provide the County with a risk assessment approach that is consistent with the Disaster Mitigation Act of 2000, FEMA and TDEM criteria, and will provide needed data for changes over the past five years. Specifically, H2O Partners will estimate damages in terms of potential dollar losses to property and populations. Methodologies for the impact and consequence assessment will be well documented to assure replication and data tabulations and map(s) that illustrate the potential losses in the hazard impact areas will be developed. These include, but are not limited to:

- 
- Critical Facilities
 - Physical Building Damage
 - Loss of Functionality
 - General Building Stock
 - General building stock will be classified by the following occupancies: residential, commercial, industrial, agricultural, religious, government, and educational buildings.
 - Lifelines and Infrastructure
 - Lifelines and infrastructure will be classified into transportation lifelines and utility lifelines. The impacts will be calculated for each lifeline classes, including Physical Damage and Functionality of System
 - Social/Demographic Characteristics
 - Vulnerable Populations

3.3 Estimate Losses

H2O Partners will utilize ArcGIS to demonstrate the change in risk assessment estimates and will show potential damages, injuries, and annualized losses per hazard, across the entire Planning Area. The risk assessment will provide the probability of future occurrences and the potential impact for each hazard. The risk assessment will include a full analysis of:

- 
- Number, types, and occupancy of existing buildings
 - Populations, infrastructures, and natural resources at risk
 - Repetitive Loss (RL), and Severe Repetitive Loss (SRL) properties
 - Economic impact of potential loss
 - Land use and development trends

This comprehensive risk methodology provides the mechanism for Hidalgo County and all participating officials to target limited resources to those areas that have the highest vulnerability to natural hazards. The quantitative assessment provides a basis of current risks to the Planning Area which will be compared to the previous mitigation plan. H2O Partners will develop and explain a rate and ranking system that describes the vulnerability and potential impact for each hazard for the Planning Area. This information can facilitate sustainable risk management decisions to implement future planning and development projects. It also provides a basis to assess changing vulnerability due to growth and development patterns. H2O Partners will work closely with the Planning Team to develop, communicate, and present the results of the Capability, Vulnerability, and Risk Assessments to key stakeholders.




E. Task Four – Develop Mitigation Strategies, Actions, and Objectives

Based on background research, the risk assessment, and input received, H2O Partners and the Planning Team will focus on developing a mitigation strategy that will reduce the impact of current hazards to be included in the Plan Update. This strategy will be developed at the Mitigation Workshop.

H2O Partners will work with the Planning Team and stakeholders to identify mitigation goals, objectives, and specific mitigation actions. The mitigation strategy session will include a discussion of the status of pre-and post-disaster hazard management policies, programs, and capabilities to mitigate hazards in the areas. Strategies will be consistent with parameters identified in the capability assessment and will identify, analyze, and prioritize action items related to continued compliance with NFIP.

4.1 Review and Analysis of Previous Mitigation Actions

Existing policies, plans, practices, and programs will be collected and analyzed from the County and each participating jurisdiction. Sources of information will include: Hazard Mitigation Grant Projects; Public Assistance program projects; FEMA; U.S. Army Corps of Engineers (USACE); U.S. Fire Administration; National Oceanic and Atmospheric Administration (NOAA); TDEM; State Multi-Hazard Mitigation Plan; flood insurance studies and reports; and identification of the type and date of current floodplain maps and repetitive loss properties.



In addition to a review of national, state, and area resources, H2O will provide to the Planning Team all mitigation actions that have previously been submitted for the communities included in the planning area. These actions will be made available so that each community has an opportunity to review and evaluate any previous or existing mitigation actions, policies, plans, practices, and programs.


An analysis will be included to establish whether previous mitigation actions have been completed, including any details, successes, and lessons learned. Ongoing activities or those actions that are in the process of garnering funds will be left in the Plan with a "deferred" analysis.

Following the mitigation strategy development, H2O will work with the County and participating jurisdictions to develop and prioritize new mitigation actions during the Mitigation Workshop.

4.2 Create a Mitigation Plan Update

Based on the background research, the risk assessment described in previous steps, and input received, H2O Partners will assist the Planning Team in prioritizing mitigation actions that will reduce the impact of current hazards to be included in the Plan Update.

The mitigation strategy will include a discussion of the status of pre-and post-disaster hazard management policies, programs, and capabilities to mitigate the hazards in the areas. Strategies will be consistent with parameters identified in the capability assessment, should reflect the priorities of the Planning Area, and be reasonable and achievable. At least two actions, of different types, will be identified for every hazard and each participating jurisdiction.




Community officials will determine the feasibility for implementation of each policy or project after an examination of the proposed actions. H2O Partners will coordinate with the Planning Team to prioritize the mitigation actions based upon the STAPLEE method, which requires participants to review each potential action in light of social, technical, administrative, political, legal, economic, and environmental factors, including:

- Their potential impact in reducing overall risk to lives and property from all hazards;
- Ease of implementation;
- Community and political support; and
- Potential funding sources

Based on these factors, mitigation actions will be characterized as high, moderate, or low priority, and will include the lead agency and personnel responsible for implementation, potential funding sources, and an implementation timeline.

The latest version of the FEMA Action Worksheet will be used to document:

- 
- Each selected mitigation action, and the problem being addressed by the mitigation action;
 - The range of potential actions considered and rejected, with a brief explanation of why the potential actions were rejected;
 - The specific action intended for implementation, including the name and number for the action, its full description, and a summary of why the action was selected; and identify the lead organization responsible for the implementation;
 - The priority assigned to the action, a timeline for completing the action, potential funding sources, and the identification of appropriate planning mechanisms that will facilitate implementation and ensure the action is integrated into existing governance processes and procedures.

F. Task Five – Finalize and Submit the Mitigation Plan Update

Based on planning efforts, H2O will develop a draft a Multi-Jurisdictional Hazard Mitigation Plan Update for Hidalgo County, which will comply with all State and Federal requirements and include:

- Documentation of planning processes, policies, capabilities, and involvement of the public;
- A section on Hazard Identification and Risk Assessment including updated maps, census data, geography, and risk variance;
- Mitigation vision, goals, and objectives;
- Mitigation actions and strategies specific to the Planning Area including prioritized list of actions and implementation plans, to include costs, benefits, responsible organization, implementation schedule, priority, and potential funding sources; and
- Documentation that Hidalgo County and each jurisdiction will formally adopt the Plan Update.



5.1 Mitigation Plan Submittal, Approval, and Adoption

H2O Partners will provide a draft of the Plan Update to the Planning Team for review and comments. Once all revisions are received and incorporated, H2O Partners will submit the draft plan to TDEM. Following submission to TDEM and presuming no further corrections, the Plan will be submitted to FEMA for review. The Plan will be revised for compliance with edits and revisions as requested by FEMA and a final Plan will be presented to the County. It will then be reviewed by Commissioners Court. H2O will continue to work with all participating municipalities to ensure the Plan is adopted. Once the final Plan is submitted to TDEM with all resolutions for the participating municipalities, H2O will send the requested deliverables to Hidalgo County.

5.2 Plan Maintenance

H2O Partners will work with the Planning Team to develop a Plan Review section that will include a schedule for monitoring, evaluating, and updating the Plan and identify the elements or processes that will be employed. The Plan review section will describe the method and schedule to be used over the next five years to monitor, evaluate, and update the Plan, including a description of how the County, stakeholders, and general public will remain involved during the plan maintenance process. The Plan Review section will also include a description of the process and procedures by which Hidalgo County can incorporate the requirements of the Plan into other planning mechanisms, such as comprehensive or capital improvement plans, when appropriate.

G. Task Six – Information Needed from Hidalgo County and Participating Municipalities



H2O Partners request that the Hidalgo County Planning Team provide the following information/services:

- Provide contact information for department heads and other potential Planning Team members and send out notices that have been provided to the Hidalgo County Planning Team by H2O regarding upcoming meetings.
- Establish dates of all meetings and workshops and the location for the public meetings to follow.
- In conjunction with H2O, compile a list of stakeholders interested in the HMAP and provide notice of meetings to said stakeholders.
- Furnish or make available a projector and screen for PowerPoint presentations at each meeting; or notify H2O if a projector and/or screen will not be available.
- Assist H2O by placing at their disposal all available pertinent data for the HMAP, including geospatial information systems (GIS) data (if available); information on past mitigation or grant projects, including data, amount, and completion notes; and current National Flood Insurance Program (NFIP) status.
- Examine documents submitted by H2O and rendering a decision pertaining thereto promptly, to avoid unreasonable delay in the progress.
- The Hidalgo County Planning Team will be responsible for the formal adoption of the HMAP once approved by FEMA, by way of resolution.



H. Timeline

The schedule below presents an estimated timeline for Plan Update development. Plan Update review and award dates are estimated and set by TDEM and FEMA.

Month	Service / Deliverables
April – May 2021	ORGANIZE PLANNING TEAM AND PROCESS: Organize Planning Team and Develop Planning Process and Goals; Develop Capability Assessment and Conduct Kick-off Workshops and Public Meeting
April – May 2021	DEVELOP RISK AND VULNERABILITY ASSESSMENT: Identify/Review Hazards and Develop Risk Assessment Report and GIS Maps; Finalize Risk and Vulnerability Assessment; Conduct Risk Workshop and Public Meeting
April – June 2021	CONDUCT MITIGATION STRATEGY DEVELOPMENT: Incorporate Information from Risk and Capability Assessment; Review/Analyze Previous Mitigation Actions; Conduct Mitigation Workshops and Public Meeting; Develop and Prioritize Mitigation Actions
June – August 1, 2021	DRAFT PLAN: Develop Draft of Plan; Submit to Planning Team for Approval; Incorporate Edits
August 25 – October 2021	FINALIZE AND MAINTAIN PLAN: Finalize and Submit Plan to TDEM; TDEM Review; TDEM Approval; Submit to FEMA
November 2021 – March 2022	FINAL APPROVAL: FEMA Approval Pending Adoption (APA); Commissioner Court Approval; Adoption by County and all Participating Jurisdictions

Tab III: Pricing Information

Item No.	Description	Total Price
1.	Plan, Update, and Prepare the Hazard Mitigation Action Plan	\$88,160
2.	Plan presented to the Texas Division of Emergency Management	\$3,445
3.	Prepare any revisions required for FEMA Approval	\$6,895
4.	Expenses	\$
Grand Total:		\$98,500

H2O Partners follows a flexible approach to cost estimating. H2O's fee to develop the Hazard Mitigation Plan Update is a fixed lump sum. A cost estimate is provided by task below.

Tasks for each step of the Plan are included in the table below. Any additional costs such as printing or shipping will be incurred at the cost of H2O Partners, Inc. and not submitted to the County for reimbursement.

Price Detail Table

Description	Amount
DEVELOPING PLANNING PROCESS: Organize Planning Committee and Develop Planning Process and Goals; Develop Capability Assessment and Conduct Kick-off Workshop and Public Meeting	\$17,730
RISK AND VULNERABILITY ASSESSMENT: Identify/Review Hazards and Develop Risk Assessment Report and GIS Maps; Finalize Risk and Vulnerability Assessment; Conduct Risk Workshop and Public Meeting	\$23,640
MITIGATION STRATEGY DEVELOPMENT: Incorporate Information from Risk and Capability Assessment; Review/Analyze Previous Mitigation Actions; Conduct Mitigation Workshop and Public Meeting; Develop and Prioritize Mitigation Actions	\$28,565

DRAFT, FINALIZE AND MAINTAIN PLAN: Develop draft of Plan; Submit to County for Approval; Incorporate Edits; Finalize and Submit Plan to TDEM; State Review and Approval; Submit to FEMA	\$21,670
FINAL PRESENTATION; FEMA APPROVAL; ADOPTION BY PARTICIPATING MUNICIPALITIES	\$6,895
GRAND TOTAL	\$98,500



Tab IV: Organizational Information/Qualifications

A. H2O's History, Background, Principal Officers, and Organizational Chart

HISTORY AND BACKGROUND OF FIRM

Jo Ann Howard is the president and sole proprietor of H2O Partners, Incorporated. Ms. Howard's business address is 260 Addie Roy Road, Suite 150, Austin Texas 78746. H2O was incorporated in the State of Texas on May 15, 2001.

H2O Partners, Inc. (H2O) is an industry-leading corporation with expertise in hazard mitigation, disaster recovery, and outreach and training. H2O was formed in 2001 by Jo Ann Howard, former National Flood Insurance Program (NFIP) Administrator at the Federal Emergency Management Agency (FEMA), and qualifies as a small business, a Women's Business Enterprise (WBE), and a Historically Underutilized Business (HUB).

Our mission is to build and improve our clients' capability to prepare for, respond to, recover from, and mitigate natural disasters with a tailored, flexible, and cost-effective approach. H2O Partners are experts in Public Assistance (PA); Hazard Mitigation Assistance (HMA) grant development and management including the Hazard Mitigation Grant Program (HMGP); Hazard Mitigation Planning; Community Development Block Grants for Disaster Recovery (CDBG-DR); Debris Monitoring; GIS mapping; construction management; environmental regulatory compliance; outreach and training; the NFIP; and floodplain management and administration.

H2O Partners has managed PA and HMA programs on behalf of local and state governments, such as the Texas Division of Emergency Management, the New Mexico Department of Homeland Security and Emergency Preparedness, and the New York State Governor's Office of Storm Recovery. This work includes the review, management, and closeout of projects totaling in excess of \$3 billion dollars.

H2O Partners' experience covers extensive FEMA and state program areas, including:

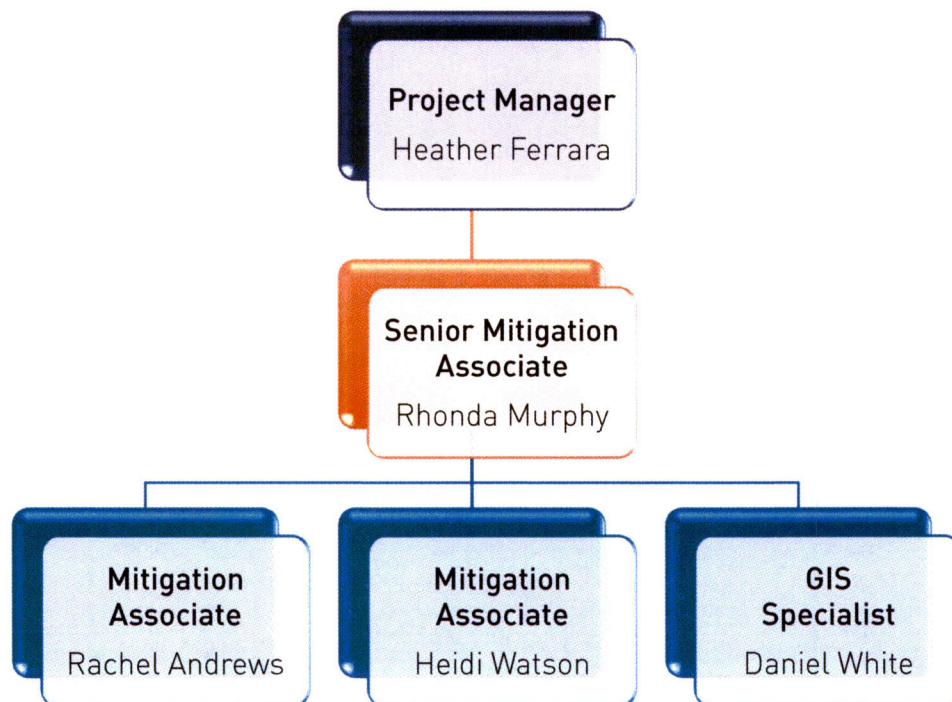
- Writing approved Hazard Mitigation Plans and Plan Updates, including the development of detailed risk and vulnerability assessments;
- Managing disaster recovery and Public Assistance programs on behalf of local communities and states;
- Performing on the Public Assistance Technical Assistance Contract (PATAC) and Hazard Mitigation Technical Assistance Program (HMTAP) as requested by FEMA;
- Developing and Managing FEMA HMA projects at the local, state, and federal level;
- Creating and conducting nationwide NFIP training for agents, lenders, and claims adjusters, requiring subject matter expertise and program management;
- Providing guidance on NFIP compliance for Community Rating System (CRS) participation;
- Conducting outreach for the FEMA Risk Mapping, Assessment, and Planning (Risk MAP) Production and Technical Services (PTS) and Program Management (PM) Teams in FEMA Regions II, III, and VI;

- Assisting the Hazard Mitigation Technical Assistance Program (HMTAP) in developing enhanced floodplain management standards and review of HMGP applications; and
- Providing high-level Stafford Act policy guidance, technical assistance, training, and workflow improvements at the local, state, and federal level.

PROJECT TEAM AND ORGANIZATIONAL CHART

H2O is comprised of a team of 35 season professionals with more than 250 years of collective experience in disaster recovery including over 100 years of experience in Hazard Mitigation Planning and is managed by president, Jo Ann Howard. H2O is well-versed in FEMA regulations, policies, guidelines, and specifications, and provides expertise in strategic planning, communications, and inter-governmental relations. H2O staff possesses flood expertise; environmental regulatory compliance; experience developing Hazard Mitigation Grant Program (HMGP) applications for post-disaster acquisition, structural elevation, and safe shelters; and Pre-Disaster Mitigation (PDM) grants. Below is an Organizational Chart for the Project Team.


Organizational Chart



B. Description of Project Team Organization & Resumes

PROPOSED PERSONNEL

H2O Partners possesses extensive experience in developing, managing, and reviewing Hazard Mitigation Plans and Plan Updates at the local and state level. Additionally, H2O Partners areas of expertise include Hazard Mitigation Assistance (HMA) grant development and management,



ArcGIS mapping, engineering, environmental regulatory compliance, Public Assistance (PA), and National Flood Insurance Program (NFIP).

H2O Partners will provide expert and professional staff to develop a successful and comprehensive Multi-Jurisdictional Hazard Mitigation Action Plan Update for Hidalgo County. Bios and resumes for key staff that will provide Plan development services are included below.

Heather Ferrara – Project Manager

Heather Ferrara will be the Project Manager for the Hidalgo County Hazard Mitigation Plan Update. As Project Manager, Heather will provide oversight, management, technical assistance, and quality control and is well versed in the Stafford Act having overseen the development of Hazard Mitigation Plans and Plan Updates for more than 300 jurisdictions. Ms. Ferrara holds a Master's degree in Community Planning from Auburn University, is certified in ArcGIS, and has managed multi-jurisdictional mitigation plans and plan updates throughout Texas. She has developed and managed HMGP and PDM grants for planning and structural projects for communities in Alabama, Texas, and New York, and has performed multiple risk assessments through the use of HAZUS-MH, ArcGIS, and other statistical analysis tools. Additionally, Ms. Ferrara has developed and managed PDM and HMGP grants totaling over \$10 million. She is adept at coordinating with the State and FEMA and recently received both state and federal approval on a Plan for the City of San Antonio in under two months.




PLANS DEVELOPED BY HEATHER FERRARA

- Guadalupe-Blanco River Authority Multi-Jurisdictional HMP Update
- West Central Texas Council of Governments Multi-Jurisdictional HMP Update
- Coalition of Cities Multi-Jurisdictional HMP
- Lower Colorado River Authority (LCRA) HMP
- Houston County Multi-Jurisdictional HMP
- Kaufman County Multi-Jurisdictional HMP
- City of La Feria HMP
- Maverick County Multi-Jurisdictional HMP
- Bexar County Multi-Jurisdictional HMP
- Lubbock County Multi-Jurisdictional HMP
- Rockwall County Multi-Jurisdictional HMP
- Concho Valley Council of Governments Multi-Jurisdictional HMP Update
- City of Austin Multi-Jurisdictional HMP Update
- City of Brownsville Multi-Jurisdictional HMP
- Cameron County Multi-Jurisdictional HMP
- Port Freeport HMP
- City of Round Rock HMP
- City of Georgetown HMP
- Kendall County Multi-Jurisdictional HMP
- South East Texas Regional Planning
- Commission Multi-Jurisdictional HMP
- City of Houston HMP

Rhonda Murphy, CFM – Senior Mitigation Associate

Rhonda Murphy will be the Senior Mitigation Associate for the Hidalgo County Hazard Mitigation Plan Update. Ms. Murphy will assist in the development of the risk assessment and mitigation



strategies. Ms. Murphy brings over 12 years of mitigation planning and grant experience to the H2O team. She has extensive experience in both the development and review of Hazard Mitigation Plans and Plan Updates, having reviewed plans nationally under the FEMA CAMPR contract. In addition, Ms. Murphy has extensive knowledge of floodplain management and the National Flood Insurance Program (NFIP) and has helped communities identify structures for Flood Mitigation Assistance (FMA), utilizing Increased Cost of Compliance (ICC) as matching funds for grants. She has conducted outreach to more than 350 communities to identify unique mitigation strategies through the FEMA Risk MAP program and has managed and developed Hazard Mitigation Grant Program (HMGP) projects for local jurisdictions and states, including providing comprehensive cost benefit analyses and environmental reviews. Prior to her work with local communities and states in developing and managing mitigation plans and grants, Ms. Murphy served as the lead mitigation specialist for FEMA Region IV.

PLANS DEVELOPED BY RHONDA MURPHY, CFM

- City of Austin Multi-Jurisdictional HMP Update
- Kendall County Multi-Jurisdictional HMP
- Coalition of Cities Multi-Jurisdictional HMP
- Bexar County Multi-Jurisdictional HMP
- Rockwall County Multi-Jurisdictional HMP
- Lower Colorado River Authority (LCRA) HMP
- City of San Antonio HMP
- City of La Feria HMP
- South East Texas Regional Planning
- Commission Multi-Jurisdictional HMP
- City of Houston HMP



Rachel Andrews, P.E., CFM – Mitigation Associate

Rachel Andrews is a Mitigation Associate will assist with the workshops, public meetings and outreach to the planning team, stakeholders, and general public. Ms. Andrews provides oversight and technical assistance for sub-recipients of federal grant funding and support to communities throughout Texas in the completion of Hazard Mitigation Plans and Plan Updates. As a certified floodplain manager and professional engineer, Ms. Andrews has hands-on experience applying 44 CFR Sections related to 404 mitigation, floodplain management, procurement standards, and integrating mitigation plans into other planning efforts for communities. She successfully coordinates between sub-recipients including local government, private non-profits, and council of governments; State partners; and the Federal government, to ensure compliance with the Hazard Mitigation Grant Program. Ms. Andrews assists local jurisdictions with HMGP and PDM compliance, including quarterly reporting, contracts management, and closeout. Ms. Andrews is a detailed technical writer and editor and has led presentations throughout the state on mitigation planning and HMGP.

PLANS DEVELOPED BY RACHEL ANDREWS, P.E., CFM

- Lower Colorado River Authority (LCRA) HMP
- Houston County Multi-Jurisdictional HMP
- Maverick County Multi-Jurisdictional HMP
- Bexar County Multi-Jurisdictional HMP
- Rockwall County Multi-Jurisdictional HMP
- City of Austin Multi-Jurisdictional HMP Update
- Coalition of Cities Multi-Jurisdictional HM
- City of La Feria HMP
- Kendall County Multi-Jurisdictional HMP
- South East Texas Regional Planning
- Commission Multi-Jurisdictional HMP

Heidi Watson – Mitigation Associate

Heidi Watson is a Mitigation Associate and will provide technical assistance and will assist in development and writing of the Plan Update. Ms. Watson has a Master of Science in Emergency Disaster Preparedness Management and extensive experience in disaster recovery at the local, state, and federal level. Ms. Watson has assisted sub-recipients in every part of the Hazard Mitigation Assistance process from developing and drafting grant applications, reviewing grant projects for compliance monitoring, and assisting with project and plan development. Ms. Watson provides technical assistance and is adept at detailed plan writing and editing in the development and review of HMGP grants, Plans, and Plan Updates. Furthermore, Ms. Watson provides assistance to states, including the New Mexico Department of Homeland Security and Emergency Management (DHSEM), in reviewing Hazard Mitigation Plans on the local level and providing technical assistance to planners statewide.

PLANS DEVELOPED BY HEIDI WATSON

- Lower Colorado River Authority (LCRA) HMP
- Kendall County Multi-Jurisdictional HMP
- City of La Feria HMP
- Bexar County Multi-Jurisdictional HMP
- Rockwall County Multi-Jurisdictional HMP
- Coalition of Cities Multi-Jurisdictional HMP
- Maverick County Multi-Jurisdictional HMP
- South East Texas Regional Planning
- Commission Multi-Jurisdictional HMP

Daniel White – Geospatial Information Science (GIS) Specialist

Daniel White is a Geospatial Information Science Specialist and will assist in the development of the risk assessment and all maps to be included in the Plan Update. Mr. White has a Master's degree in Geospatial Information Science (GIS), and extensive expertise in developing and reviewing Hazard Mitigation Plans for communities, including the use of HAZUS-MH. Mr. White has developed flood, hazard, and population density maps for communities throughout the state where previously undeveloped by FEMA or locally. He has extensive experience translating complex and technical issues to various groups and stakeholders, including the creation and maintenance of a Cybersecurity YouTube Channel, with over 60,000 subscribers and 14 million viewers, documenting the history of computer viruses and their evolution into a global threat.



PLANS DEVELOPED BY DANIEL WHITE

- Lower Colorado River Authority (LCRA) HMP
- Kendall County Multi-Jurisdictional HMP
- City of La Feria HMP
- Bexar County Multi-Jurisdictional HMP
- Rockwall County Multi-Jurisdictional HMP
- Coalition of Cities Multi-Jurisdictional HMP
- Maverick County Multi-Jurisdictional HMP
- South East Texas Regional Planning Commission Multi-Jurisdictional HMP

RESUMES

Heather Ferrara, B.A., M.C.P. – Project Manager

Summary of Qualifications

Education

M.C.P., Community Planning, Auburn University, 2011

B.A., Studio Art, University of Alabama at Birmingham, 2008

Credentials/Training

FEMA/EMI Courses:

- Alabama APA Conference, 2011
- Benefit Cost Analysis Course, L-276
- Local Mitigation Planning G-318, 2017

Affiliations

Natural Hazards Mitigation Association (NHMA)

National Emergency Management Association (NEMA)

American Planning Association (APA)

Experience

- Accomplished in developing Multi-Jurisdictional Hazard Mitigation Action Plans.
- Skilled in coordinating with various regulatory entities, sub-contractors and local stakeholders while providing project management on complex, technical projects.
- Expertise in preparing risk and vulnerability assessments, including HAZUS and parcel-level methodology.
- Grant Manager responsible for the development and management of Hazard Mitigation Grant Program (HMGP) and Pre-Disaster Mitigation (PDM) applications.
- Knowledge and expertise in the use of Geographic Informational Systems (GIS).

Detailed Experience

Heather Ferrara has over ten years extensive expertise in developing and reviewing Hazard Mitigation Plans and Plan Updates for individual communities in addition to large, regional plans. Ms. Ferrara is responsible for managing Federal Emergency Management Agency (FEMA) grants and Community Development Block Grant (CDBG) applications for communities. She has written both structural and planning grants and has completed successful grant match applications for communities. In her work as a GIS specialist and mitigation planner, Ms. Ferrara has overseen workshops and presentations, provided outreach and technical assistance to communities on the topics of disaster recovery and resiliency, and helped develop unique mitigation actions resulting in successful grant projects. She is also adept at conducting FEMA reviews, and expediting edit requests from the state and FEMA for quick turnaround and approval of grants and plans.



Relevant Project Experience

Mitigation Program Manager, Hazard Mitigation Planning and Grant Development and Management, H2O Partners, (2011 – Present)

As the Mitigation Program Manager, Ms. Ferrara is responsible for the oversight, development and production of the hazard mitigation plans and plan updates, along with the development and administration of Hazard Mitigation Grant Program (HMGP) and Pre-Disaster Mitigation (PDM) applications. She is involved in the planning process on all plans and has corresponded with the planning team; organized and coordinated workshops and meetings; prepared risk and vulnerability assessments for communities, including reviewing detailed flood maps; developed detailed GIS mapping tools for risk identification; conducted outreach and assisted communities with identifying and prioritizing risks and developing mitigation projects; and provided technical assistance to cities, counties, school districts, non-profit groups, and council of governments.

Ms. Ferrara oversees a team of planners in submission and approval of plans and the development of HMGP and PDM applications and management of successful grant projects. She reviewed and approved all sections of each application, including the analysis of hazard history, previous flood data, repetitive loss data, benefit-cost analysis, and environmental compliance. Ms. Ferrara also oversaw and submitted quarterly reports, reimbursement requests, amendments and change requests, and all other requirements in the administration of the project. She was responsible for conducting correspondence with FEMA Region VI and the Texas Division of Emergency Management (TDEM).



Senior Consultant, Hazard Mitigation Grant Program, New Mexico Department of Homeland Security and Emergency Management (DHSEM) (2015 – 2017)

Ms. Ferrara has provided technical assistance and conducted thorough quality assurance quality control reviews of the Hazard Mitigation Plans to assist the communities with fulfilling FEMA requirements. She has corresponded with communities on the behalf of the State and served as a liaison between communities and FEMA in providing technical assistance to communities. The Plans Ms. Ferrara has provided assistance on are the University of New Mexico HMAP, Guadalupe County HMAP, Los Alamos County HMAP, City of Alamogordo HMAP, Village of Cloudcroft HMAP, Lea County HMAP, Santa Fe County HMAP, Socorro County HMAP, and Torrance County HMAP.

Development and Management HMGP Project, Crockett ISD - DR 1791, (2012 –2016)

- Complete and draft scope, budget, timeline, and all necessary forms for a successful Hazard Mitigation Grant Program (HMGP) structural project totaling \$4 million dollars to develop a community safe room shelter for Crockett ISD.
- Perform all reviews and checks for NEPA/FEMA compliance in completing assessment.
- Oversee and submit quarterly reports, reimbursement requests, amendments and change requests, and all other requirements in the administration of the project.
- Conduct correspondence with FEMA Region VI and the Texas Division of Emergency Management (TDEM).




Grant Manager, Latexo ISD, (2011 – 2013)

H2O developed a Pre-Disaster Mitigation (PDM) and Hazard Mitigation Grant Program (HMGP) application for the ISD in conjunction with the City of Latexo for an approximately \$1,000,000.00 project. Ms. Ferrara's responsibilities included:

- Assisting with eligibility for subgrantee.
- Developing narrative description and Scope of Work (SOW).
- Compiling and reviewing budgets.
- Developing and reviewing Cost-Benefit Analysis (CBA).
- Writing and developing application.
- Conducting correspondence with TDEM and FEMA.
- Coordinating with environmental agencies.
- Identifying and examining special considerations, such as NFIP compliance.

Grant Manager, Woodsboro, ISD, (2011 – 2012)

H2O developed an HMGP application for the ISD to complete retrofits on school buildings in order to prevent damage from hurricane, tornado, and other high wind hazards. Ms. Ferrara's responsibilities included:

- 
- Assisting with eligibility for subgrantee.
 - Developing narrative description and Scope of Work (SOW).
 - Compiling and reviewing budgets.
 - Developing and reviewing Cost-Benefit Analysis (CBA).
 - Writing and developing application.
 - Conducting correspondence with TDEM and FEMA.
 - Coordinating with environmental agencies.
 - Identifying and examining special considerations, such as NFIP compliance.

Summary of Qualifications

Education

B.A., Marketing, Texas Woman's University, 1993

Credentials/Training

FEMA/EMI Courses:

- JFO Middle Managers
- Association of State Floodplain Managers, Certified Floodplain Manager, 2009

Affiliations


Texas Floodplain Managers Association (TFMA)
Natural Hazards Mitigation Association (NHMA)
Association of State Floodplain Managers (ASFPM)

Experience

- Management of multi-disciplines including administration and monitoring of FEMA Public Assistance and Hazard Mitigation Grant Program Projects.
- Skilled in coordinating with various regulatory entities, sub-contractors and local stakeholders while providing project management on complex, technical projects.
- Developed policy related to emergency management, including internal procedures for contract compliance and data management.
- Project Manager and Subject Matter Expert for the development of hazard mitigation plans, grant development, and management.
- Experience in providing policy compliance and grant management assistance to states, counties, and municipalities.
- Extensive knowledge of 44 CFR, the Stafford Act, and FEMA policy guidance.

Detailed Experience

Rhonda Murphy has over eighteen years of experience working as a mitigation planner and grants analyst. Ms. Murphy has extensive Hazard Mitigation Planning experience both as a plan reviewer under the FEMA CAMPR contract as well as lead and contributing author for local plans. Ms. Murphy has expertise in floodplain management, including Increased Cost of Compliance (ICC), and has assisted communities in identifying substantially damaged and non-compliant structures and helped ensure eligibility for the National Flood Insurance Program. Ms. Murphy has engaged in outreach to more than 350 communities to identify and advance mitigation actions through the Risk MAP program.




Ms. Murphy has managed and delivered the HMGP to affected areas and provided assistance to state and local governments regarding mitigation project and plan development. Ms. Murphy has performed comprehensive cost benefit analyses and assisted in environmental reviews in multiple post disaster recovery efforts. She has worked extensively in the Hazard Mitigation Grant Program and previously served as the lead mitigation specialist for the FEMA Eastern Territorial Close-out Team.

Relevant Project Experience

Senior Mitigation Specialist, Hazard Mitigation Planning, H2O Partners, 2016–Present.

As a Senior Mitigation Specialist, Ms. Murphy has assisted with the development and production of the hazard mitigation plans and plan updates. She is involved in the planning process on all plans and has corresponded with the planning team; organized and coordinated workshops and meetings; prepared risk and vulnerability assessments for communities, including reviewing detailed flood maps; and conducted outreach and assisted communities with identifying and prioritizing risks and developing mitigation projects.

Project Manager, H2O Partners, Harris County Mitigation Outreach, November 2017–Present.



Ms. Murphy has provided project management for an outreach project for Harris County, Texas. In this work, Ms. Murphy manages the effort, which includes disseminating highly technical risk information to communities as part of an overall Disaster Risk Reduction Effort.

Mitigation Analyst, Hazard Mitigation Grant Program, New Mexico Department of Homeland Security and Emergency Management (DHSEM) (2016 – 2017)

Ms. Murphy has provided technical assistance and conducted thorough initial reviews of the Hazard Mitigation Plans to assist the communities with fulfilling FEMA requirements. She has conducted technical assistance calls with local communities to assist them through the necessary requirements to achieve a passable plan. Ms. Murphy had been responsible for communicating with local communities throughout the review process. Hazard mitigation plan review and technical assistance has been provided for the following jurisdictions: Village of Cloudcroft, Lea County, Santa Fe County, Los Alamos County, City of Alamogordo, and Socorro County.

Mitigation Planning, FEMA Risk MAP Program (2015 – 2016)

Ms. Murphy served as the planning coordinator for the FEMA Region VI Risk MAP Discovery process. Ms. Murphy has coordinated outreach efforts for 16 watersheds over four years, including more than 350 local communities to provide an overview of the Discovery process and assist communities in identifying and advancing mitigation actions. She has acted as mitigation planning, grants and NFIP SME for multiple Risk MAP Discovery workshops and meetings.



Subject Matter Expert (SME), New Mexico Hazard Mitigation Grant Program (HMGP) (2014 – 2015)

As an SME, Ms. Murphy served as HMGP Programmatic Eligibility SME for HMGP project review and support to several local communities in New Mexico on behalf of the state. Reviewed local projects, provided technical assistance to get the projects towards approval status, and worked with the state toward program enhancement.


New Mexico Flood Disaster Information and Risk Analysis Report (2013)

Ms. Murphy co-authored an in-depth report on New Mexico 2013 flood declarations and unique conditions throughout the state that increase flood risks. The report utilized data collected at the New Mexico Floodplain Managers Association spring conference from local jurisdictions as well as various resources to develop a risk analysis specific to the federal flood disaster declarations.

Mitigation Planning Coordinator, Region VI, (2009 – 2013)

Ms. Murphy's duties included understanding regional expectations, coordinating plan reviews with the region, reviewing mitigation plans, and quality assurance peer reviews. She performed multiple mitigation plan reviews under the CAMPR contract.

Pre-Disaster Mitigation National Technical Review (2010 – 2011)




Ms. Murphy served as Benefit-Cost Analyst for the National Technical Review Panel for four non-disaster mitigation programs. She reviewed competitive grant subapplications methodology and application of benefit-cost analysis criteria.

Hazard Mitigation Grant Program Specialist, FEMA, Eastern Territorial Closeout Team, (1998 – 2001)

Ms. Murphy assisted state and local governments in the administrative requirements for grants and cooperative agreements. Reviewed grant proposals and assist the State in amending and finalizing proposals. Ms. Murphy finalized and funded HMGP applications as well as the programmatic and financial closeout of projects and disasters. Ms. Murphy worked with a team of program specialists and engineers in the review of approximately \$80 million worth of HMGP projects. Ms. Murphy worked closely with state and local officials to address issues and successfully implement the massive Belhaven project, the largest HMGP elevation at the time.

Hazard Mitigation Grant Program Specialist, FEMA Region VI, (1995 – 1998)



Ms. Murphy served as program specialist in multiple disasters in Region IV and VI. She provided a range of services including preliminary damage assessments, HMGP applicant briefings, community meetings, and cost-benefit analysis workshops. Supported multiple communities with project development and environmental coordination. Assisted states in the development of mitigation strategies. Served as subject matter expert for post and pre-disaster mitigation and NFIP compliance. Served as team leader to conduct an island wide survey of substantially



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As an SME, Ms. Murphy served as HMGP Programmatic Eligibility SME for HMGP project review and support to several local communities in New Mexico on behalf of the state. Reviewed local projects, provided technical assistance to get the projects towards approval status, and worked with the state toward program enhancement.


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Summary of Qualifications

Education

B.S., Civil Engineering, University of Texas, 1999
B.A., Spanish, University of Texas, 1999

Credentials/Training

Professional Engineer

Certified Floodplain Manager

Bilingual; English/Spanish (oral and written)

FEMA/EMI Courses:

- Managing Floodplain Development through the National Flood Insurance Program
- Introduction to Hazard Mitigation
- Introduction to Unified Hazard Mitigation Assistance
- Unified Hazard Mitigation Assistance Application Review and Evaluation
- Unified Hazard Mitigation Assistance Implementation and Closeout
- Benefit-Cost Analysis
- Introduction to Environmental and Historic Preservation Compliance

Affiliations


Texas Floodplain Managers Association (TFMA)
Natural Hazards Mitigation Association (NHMA)
Association of State Floodplain Managers (ASFPM)
National Emergency Management Association (NEMA)

Experience

- Specialized in monitoring Hazard Mitigation Assistance (HMA) projects from implementation to closeout.
- Adept at conducting HMA grant reviews.
- Practiced in working with a variety of contractors, subcontractors and community officials while monitoring complex, technical projects.
- Experienced in providing compliance and grant management assistance to states, counties, and municipalities.
- Knowledgeable in tracking financial information, including State Management Costs and requests for reimbursement.
- Extensive knowledge of 44 CFR, the Stafford Act, and FEMA policy guidance.
- Subject Matter Expert in flood mitigation and National Flood Insurance Program (NFIP) training.
- Specialized in procurement, BCA, and engineering reviews.

Detailed Experience


Rachel Andrews provides oversight and technical assistance for sub-recipients of federal grant funding. As a certified floodplain manager, Ms. Andrews has hands-on experience applying 44 CFR Sections related to 404 mitigation and floodplain management. Ms. Andrews successfully



coordinates between sub-recipients including local government, private non-profits, and council of governments; State partners; and the Federal government, to ensure compliance with the Hazard Mitigation Grant Program. Ms. Andrews utilizes her engineering background to assist local jurisdictions with Hazard Mitigation Grant Program compliance and perform field inspections and site visits. She also conducts pre-construction, interim, and closeout meetings as well as plan review. Ms. Andrews is proficient at producing detailed reports documenting meeting results and inspection findings and reviewing technical documents, such as engineering reports and drawings; non-technical documents including grant applications and reimbursement requests; and weekly tracking and reporting spreadsheets to document deliverables, manage requests for reimbursement against total costs, track state management costs, and document correspondence with sub-recipients.

Relevant Project Experience

Mitigation Associate, H2O Partners (2015 – Present)



Ms. Andrews has been responsible for the development and review of plans for single and multi-jurisdictional communities including the City of Houston. In addition, she has worked closely with state and federal agencies, legislative entities, business and nonprofit groups, and various community groups in the facilitation of community meetings and workshops for hazard mitigation. As a grant monitor, Ms. Andrews has overseen the development and management of HMA grants, including reviewing requests for reimbursements, conducting compliance and procurement reviews, conducting scope of work changes, and overseeing projects to close-out. Her experience also includes performing environmental site assessments, conducting and reviewing Benefit-Cost Analysis, and conducting pre-construction, interim, and final site inspections.


Associate Consultant, Hazard Mitigation Grant Program, New Mexico Department of Homeland Security and Emergency Management (DHSEM) (2015 – 2017)

As Associate Consultant, Ms. Andrews provided pre-award support for subapplicants on behalf of the State which included review of subapplicant applications and writing RFI's (Requests for Information). Ms. Andrews also provided general support to the State by developing the 2016 HIRA (Hazard Identification Risk Assessment) document and providing sample Program Guidance (discussing topics such as inspections and project closeout).

Grant Monitor, Disaster Compliance Professional Services, Texas Division of Emergency Management (2013 – 2015)

Ms. Andrews assisted with grant monitoring of FEMA Hazard Mitigation Grant Program (HMGP) projects from Hurricanes Ike and Dolly. She monitors over 22 projects including 5 Harris County Flood Control District acquisition/demolition and detention basin projects (some of over millions of dollars in budget). Her responsibilities included:

- Assisting local jurisdictions with Hazard Mitigation Grant Program compliance
- Performing field inspections and site visits
- Conducting pre-construction, interim, and closeout meetings

- 
- Providing hazard mitigation subject matter expertise and technical assistance including conducting environmental and Benefit-Cost Analysis (BCA) reviews
 - Verifying compliance with state and federal regulations
 - Producing and reviewing programmatic documents for project monitoring and closeout
 - Developing weekly status reports for TDEM on project progress, budget, and compliance issues

National Flood Insurance Program Field Representative, Texas Water Development Board (2007 – 2012)

- Conducted pre-construction, interim, and closeout meetings
- Managed National Flood Insurance Program compliance in Texas
- Provided technical assistance to local officials and residents
- Ensured engineering compliance with Federal floodplain management regulations
- Conducted audits of regulatory programs by floodplain inspection
- Reviewed technical permitting documentation
- Delivered technical training and outreach to assist local floodplain managers, elected officials, and residents
- Performed written and verbal outreach in Spanish-speaking regions (Colonias) regarding flood risks



Summary of Qualifications

Education

M.S., Emergency Disaster Preparedness Management, Elmira College
B.S., Meteorology, Pennsylvania State University

Credentials/Training

FEMA/EMI Courses:

- Introduction to the Incident Command System (ICS), Basic ICS, Intermediate ICS
- ICS for Single Resources and Initial Action Incidents
- National Incident Management System
- National Response Framework
- Texas Division of Emergency Management (TDEM) Mitigation Training (2010)
- Benefit Cost Analysis (BCA) 2014
- FEMA EMMIE and Mitigation eGrants System
- Texas Division of Emergency Management DPS Grant Management System, 2018

Affiliations

Natural Hazards Mitigation Association (NHMA)
National Emergency Management Association (NEMA)

Experience

- Skilled in coordinating with various regulatory entities, sub-contractors, and local stakeholders.
- Experienced technical writer adept at developing Hazard Mitigation Plans, and Hazard Mitigation Grant Program Applications.
- Experienced in conducting project oversight and close-out and performing requests for audit for over 4,000 projects.
- Assistance to communities in HM grant writing development and review, including PDM and HMGP structural projects.
- Extensive knowledge of 44 CFR, the Stafford Act, and FEMA policy guidance.

Detailed Experience

Ms. Watson is a dedicated hazard mitigation consultant with eight years of experience working at the local, state, and federal level following Hurricanes Ike, Irene, Lee, and Sandy. She has assisted in the review of single and multi-jurisdictional mitigation plans and plan updates and managed multiple Hazard Mitigation Assistance (HMA) projects totaling over \$50 million. Ms. Watson's attention to detail and prior experience in developing plans and managing grants enables her to provide timely and efficient reviews of plans and thorough assistance to applicants. Prior to her role in HMGP plan and grant development and oversight, Ms. Watson provided assistance to the Texas Division of Emergency Management in conducting site visits; providing technical assistance; conducting compliance and monitoring reviews of contracts and procurement; reviewed invoices for multi-million dollar projects following Hurricane Ike; and completing project close-outs for more than 30 applicants along the coast.




Relevant Project Experience

Mitigation Associate, H2O Partners (2015 – Present)

Ms. Watson has been responsible for the development and review of plans for single and multi-jurisdictional communities including the City of Houston. In addition, she has worked closely with state and federal agencies, legislative entities, business and nonprofit groups, and various community groups in the facilitation of community meetings and workshops for hazard mitigation. As a grant monitor, Ms. Watson has overseen the development and management of HMA grants, including reviewing requests for reimbursements, conducting compliance and procurement reviews, conducting scope of work changes, and overseeing projects to close-out. Her experience also includes performing environmental site assessments, conducting and reviewing Benefit-Cost Analysis, and conducting pre-construction, interim, and final site inspections.

Assistant Recovery Officer, Disaster Compliance Professional Services, Texas Division of Emergency Management (2013 – 2015)

Ms. Watson assisted with the oversight and management of over 1,500 Hazard Mitigation and Public Assistance grants on a team supporting the Texas Division of Emergency Management (TDEM) to close out grants from Hurricane Ike. This work entailed project management; funds management; policy compliance; and outreach to FEMA, TDEM and sub-grantees throughout the state. Her responsibilities included:

- 
- Assisting with tracking of projects and conducting correspondence with applicants
 - Conducting site inspections
 - Processing over 2,000 PA projects for closeout
 - Preparing Requests for Audit
 - Reviewing and submitting quarterly reports, time extension requests, cost amendments, or other scope of work changes
 - Conducting policy and compliance research
 - Providing technical assistance to sub-recipients
 - Reviewing and analyzing grant applications, engineering reports, insurance policies and architecture plans
 - Manage and monitor projects in accordance with state and federal regulations
 - Processing data files retrieved from FEMA's grant reporting system
 - Conducting correspondence and facilitating meetings with sub-recipients as requested

Grant Monitor, Tioga County, NY (2012 – 2013)

- Conducted audit of projects
- Assisted with the development and review of Project Worksheets in response to Superstorm Sandy
- Provided technical assistance and FEMA disaster specific guidance



Grant Monitor, Village of Owego, NY (2011 – 2012)

- Conducted audit of projects for PA Projects
- Assisted with the development and review of PA Project Worksheets
- Provided technical assistance and FEMA disaster specific guidance
- Reviewed Benefit-Cost Analysis for HMGP applications
- Worked with architects and engineers for the development of HMGP acquisition and elevation grants



Summary of Qualifications

Education

M.S., Geospatial Information Sciences,
University of Texas at Dallas, 2015
B.A., Criminology, University of Texas at
Dallas, 2013

- Academic Excellence Scholarship (2009-2013, full tuition and stipend)

Affiliations

Natural Hazards Mitigation Association (NHMA)

National Emergency Management Association (NEMA)

American Planning Association (APA)

American Planning Association, Texas Division

Experience

- Skilled in coordinating with various regulatory entities, sub-contractors and local stakeholders while providing project management on complex, technical projects.
- Accomplished in developing Multi-Jurisdictional Hazard Mitigation Action Plans.
- Expertise in preparing risk and vulnerability assessments, including HAZUS and parcel-level methodology.
- Grant Manager responsible for the development and management of Hazard Mitigation Grant Program (HMGP) and Pre-Disaster Mitigation (PDM) applications.
- Knowledge and expertise in the use of Geographic Informational Systems (GIS).

Detailed Experience

Daniel White has extensive expertise in developing and reviewing Hazard Mitigation Plans for communities. Mr. White is responsible for managing FEMA grants and applications for communities and has conducted multiple workshops and presentations, providing outreach and technical assistance to communities on the topics of disaster recovery and resiliency. Mr. White is also adept at conducting FEMA reviews, and expediting edit requests from the state and FEMA for quick turnaround and approval of grants and plans. Mr. White has extensive experience translating complex and technical issues to various groups and stakeholders. Mr. White's expertise includes the creation and maintenance of Cybersecurity YouTube Channel documenting the history of computer viruses and their evolution into a global threat. The channel has over 60,000 subscribers and 14 million views worldwide.



Relevant Project Experience

Risk Assessment Coordinator, Hazard Mitigation Planning, Multiple Projects, H2O Partners Inc., (2015-Present)

As a Risk Assessment Coordinator and technical writer for H2O, Mr. White's responsibilities include:

- Conducting correspondence with Applicant's, State Agencies, and FEMA.
- Creating hazard mitigation plan and plan updates.
- Preparing risk and vulnerability assessments for communities.
- Developing detailed GIS mapping tools for risk identification.
- Conducting community outreach and assisting communities with identifying and prioritizing risks.
- Analyzing new development through RiskMAP and incorporating into GIS distribution tool.

GIS Engineer III, Richardson, Texas, Verizon (April 2019 – Present)

- Creator of a suite of programs to analyze, track, and document over 450,000 segments of fiberoptic cable for incorporation into the 811/Call-Before-You-Dig system
- Primary developer and point of contact for support and guidance for multiple programs used by several external vendors and internal employees to validate and correct GIS data



Contract GIS Engineer I via NextGen Global Resources, Verizon (November 2017-April 2019)

- Developed and maintained a validation program to automatically check telecom data for over 100 geospatial, attribute, and relationship errors
- Created and maintained over two dozen scripts and tools for the GIS team to reduce inefficiencies and automate common and repetitive tasks
- Published maps of varying geographical data in response to internal and external requests

Contract GIS Technician via Matrix Resources, Dallas, TX, Atmos Energy Corporation (March 2017-November 2017)

- Digitized and verified new and existing pipelines and as-built data into the GIS system
- Completed a special project to track, document, and map gas leaks from aerial imagery and remote sensing data
- Led a project to streamline and prepare all GIS Technicians' data for import into a new online tracking system.

Computer Technology/Cybersecurity YouTube Channel (2008-Current)

- Created and maintain YouTube channel with videos focusing on computer viruses, cybersecurity, and computer technology from past to present. Currently reaches over 60,000 subscribers and has accrued more than 14 million views worldwide.



Keynote Speaker – Swissnex San Francisco Project Cyber Virus Event (May 2015).

- Presented the history of computer viruses and how they evolved into the global threat they are today.
- Opened the month-long Project Cyber Virus exhibit at Swissnex in San Francisco.

Academic Projects


Master's Project on Spatial Autocorrelation of Residential Burglaries (Summer 2015)

- Examined the effects one residential burglary has on the frequency of neighboring burglaries during the months following the original burglary and generated a 3D map using a custom python that mapped the time component of burglaries on the z-axis. Data included residential burglaries for Plano, Allen, Richardson, Frisco, and McKinney, Texas, from 2007 through 2013.

Effects of Environmental Factors on Residential Burglary (Summer 2015)

- Examined relationships between environmental features and residential burglary, including housing age, median income, and highway construction. Analysis was done across five North Dallas suburban cities from 2007-2013.

Custom ArcMap Add-in Toolbar Written in Python/VB.NET (2014-2015)

- 
- Developed a user-friendly toolbar designed to assist in sorting 14,000+ burglary data points into more manageable data sets.

Georeferencing Parcel Information from a Printed Source (Spring 2014)

- Created interactive maps of scanned as-built information using ArcGIS. Information present in the final map included as-built boundaries, parcel boundaries, water and sewer lines with directional flow and valve/maintenance information, and road and county information.

Customizable Online Crime Map (Summer 2014)

- Worked with ArcGIS Server to produce an interactive online crime map that allowed users to submit their own crime points and information. Allowed the user to specify crime type, location, and additional comments regarding the entry.

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, Eric Howard, H2O Partners, Inc., possess all of the APPLICABLE:

1. Licenses:

2. Bonds:

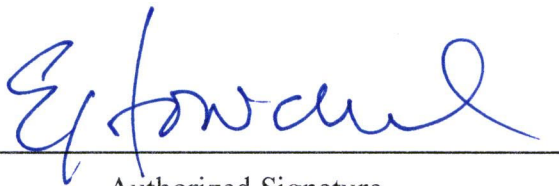
3. Certificates:

4. Permits:

5. Other:

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.



Authorized Signature

3.1.2021

Date

H2O Partners, Inc.

Company

260 Addie Roy Road, Suite 150

Address


Austin, TX 78746

City, State, Zip

OPENED

9:34 A.M.
3/3/21

Witnessed





D. References

The following past performances and references illustrate H2O Partners' quality of work and are similar to the development of the Multi-Jurisdictional Plan Update for Hidalgo County.

Cameron County

Services Provided: Hazard Mitigation Plan and Plan Update Development

Period of Performance: 2013 – 2015; 2020 - Present

Address: 964 E. Harrison St., 2nd Floor, Brownsville, Texas 78520

Client Point of Contact:

Name: Grecia Lucio

Office Phone: 956-982-5464

Position: Emergency Management Planner

Email: Grecia.lucio@co.cameron.tx.us

H2O Partners was hired to develop the FEMA-approved Multi-Jurisdictional Plan including the unincorporated areas of the County and the City of Harlingen. FEMA remarked it was one of the best plans they have seen for Region VI. Cameron County and the City of Harlingen identified ten natural and technological hazards to include in the Plan, a primary focus being potential breach of an upstream levee system. As a coastal county, the county also developed mitigation actions to address coastal erosion. The City of Harlingen has already completed many minor flooding and drainage projects to alleviate flooding and poor drainage. For the Hazard Mitigation Plan, the City drafted a multitude of additional flood projects including channel modifications, street improvements, and culvert projects to enhance the many storm water projects underway or completed. In the 2020 Plan Update, Cameron County, the City of Harlingen, and the City of Palm Valley are participating.

City of San Antonio, Texas

Services Provided: Hazard Mitigation Plan Update Development

Period of Performance: 2014 – 2015; 2020 - Present

Address: P.O. Box 2339, San Antonio, TX 78223

Client Point of Contact:

Name: Chris Stokes

Office Phone: 210-206-8564

Position: Special Projects Manager

Email: chris.stokes@sanantonio.gov

H2O was hired by the City of San Antonio to update the Hazard Mitigation Plan when the City decided to develop a single jurisdiction plan separate from the regional AACOG Plan. The Plan included a detailed risk and vulnerability assessment with both natural and technological hazards. FEMA approved the Plan in under a month with no edits requested. The City of San Antonio hired H2O again in 2020 to update their Hazard Mitigation Plan.

West Central Texas Council of Governments (WCTCOG)

Services Provided: HMGP and PDM grant application and management; Hazard Mitigation Plan and Plan Update development

Period of Performance: 2006 – 2007; 2010 – 2013; 2015 – Present

Address: WCTCOG, 3702 Loop 322, Abilene, TX 79602

Client Point of Contact:

Name: Irene Laurance

Office Phone: 325-672-1197

Position: Criminal Justice Planner

Email: ilaurance@westcentraltexas.org

H2O Partners developed successful planning and project grants for the WCTCOG through the HMGP and PDM program. H2O Partners was responsible for the completion of a multi-jurisdictional plan for WCTCOG and the implementation of the Plan Update. Both the Plan and Plan Update included detailed flood and wildfire maps for each of the 80 jurisdictions in the 18-county planning area. FEMA's HAZUS-MH technology was used to assess risks and vulnerabilities and the team developed over 500 unique mitigation strategies.

City of Weslaco, Texas

Services Provided: Hazard Mitigation Grant Program (HMGP) and Pre-Disaster Mitigation (PDM) Grant Application Development; Hazard Mitigation Plan Development

Period of Performance: 2018 – 2020

Address: 255 S. Kansas Avenue, Weslaco, Texas 78596

Client Point of Contact:

Name: Chief Antonio Lopez

Office Phone: 956-969-3167

Position: Emergency Management Coordinator

Email: anlopez@weslacotx.gov

H2O Partners developed a planning grant application for the City of Weslaco and developed the City's 2020 Hazard Mitigation Plan. H2O worked with the City to establish hazard rankings, discuss vulnerability, and develop mitigation actions. H2O provided a detailed risk assessment that addressed eleven hazards, including flood, hurricane, thunderstorm, extreme heat, lightning, tornado, drought, hail, wildfire, winter storm, and expansive soils.



San Patricio County

Services Provided: Hazard Mitigation Grant Program (HMGP) Grant Application Development; Hazard Mitigation Plan Development

Period of Performance: 2016 – 2018

Address: 313 North Rachal, Sinton, TX 78387

Client Point of Contact:

Name: Sara Williams


Office Phone: 361-587-3561

Position: Emergency Management
Coordinator

Email: sara.williams@sanpatriciocounty.gov

San Patricio County participated in the 2012 Coastal Bend Mitigation Action Plan and decided to develop a county Hazard Mitigation Plan. H2O Partners developed a successful Hazard Mitigation Grant Program planning grant and began the development of the County's Multi-Jurisdictional Plan in 2017. H2O provided a detailed risk assessment for 12 natural hazard and assisted each of the communities in developing mitigation actions to help mitigate the impacts.

E. Description of Mitigation Planning Projects Updated & Approved by FEMA



H2O has worked with more than 950 jurisdictions in the completion of FEMA-approved plans since 2001. H2O has an exceptional track record with Plans often proceeding to FEMA without revision requests.

The table on the following page is illustrative of communities and groups that H2O has worked with in providing planning services.

Mitigation Planning Examples

State Agencies

- Texas Division of Emergency Management (TDEM)
- New York State Governor's Office of Storm Recovery (GOSR)
- New Mexico Department of Homeland Security and Emergency Management (NMDHSEM)

River Authorities

- Brazos River Authority
- San Antonio River Authority
- Guadalupe-Blanco River Authority
- Lower Colorado River Authority

Councils of Government (COGs)

- Alamo Area COG
- Brazos Valley COG
- Concho Valley COG
- Heart of Texas COG
- North Central Texas COG
- South East Texas RPC
- Rio Grande COG
- South Plains Association of Government
- West Central Texas COG
- Central Texas COG
- Nortex RPC

Cities and Counties

- City of Austin, TX
- City of Plano, TX
- City of Richardson, TX
- City of Round Rock, TX
- City of Georgetown, TX
- City of Southlake, TX
- City of Port Isabel, TX
- City of La Feria, TX
- City of Los Fresnos, TX
- City of Bayview, TX
- City of Indian Lake, TX
- City of Odessa, TX
- City of San Antonio, TX
- Chemung County, NY
- Victoria County, TX
- City of Weslaco, TX
- City of Yoakum, TX
- City of San Angelo, TX
- Caldwell County, TX
- Guadalupe County, TX
- Newton County, TX
- South Padre Island, TX
- City of Laguna Vista, TX
- City of Primera, TX
- City of Rio Hondo, TX
- City of San Benito, TX
- City of Rancho Viejo, TX
- Cameron County, TX
- Ector County, TX
- Harris County, TX
- Houston County, TX
- Jackson County TX
- Kaufman County, TX
- Burnet County, TX
- Comal County, TX
- San Patricio County, TX
- City of Aransas, TX
- City of Richmond, TX
- City of Ingleside, TX
- City of Houston, TX
- Lubbock County, TX
- Brooks County, TX
- Duval County, TX
- Hidalgo County, TX
- Jim Hogg County, TX
- Kennedy County, TX
- McMullen County, TX
- Pecos County, TX
- Reeves County, TX
- Starr County, TX
- Travis County, TX
- Webb County, TX
- Otsego County, NY
- Harrison County, MS
- Lavaca County, TX
- Van Zandt County, TX
- Dallas County, TX
- Rockwall County, TX
- Kendall County, TX
- El Paso County, TX

Stakeholder Groups

● Manhattan Youth Center, NY	● Texas A&M International University
● Port of Freeport, TX	● Texas Commission on Environmental Quality
● Texas Tech University	● M.D. Anderson Cancer Center
School Districts	
● Scurry-Rosser ISD	● Austin ISD
● Hulbert Public Schools	● Rockwall ISD
	● Sam Rayburn ISD

The next table below provides a list of the FEMA-approved Hazard Mitigation Plans and Plan Updates similar in complexity and size to Hidalgo County developed by H2O Partners in the last 10 years. While developing each of these Hazard Mitigation Plans and Plan Updates, H2O Partners performed the following services:

- Established an open and collaborative planning process and facilitates planning meetings;
- Identified and assessed natural and human-caused hazards that threatened the area;
- Profiled hazards based on their severity of impact, frequency of occurrence, seasonal patterns, warning time, and cascading potential;
- Using Geographic Information Systems-based analyses (ARCGIS), conducted an inventory of populations, buildings, critical and special facilities and commercial facilities at risk;
- Estimated probability of occurrence and potential dollar losses from hazards using the Federal Emergency Management Agency’s HAZUS-MH model;
- Developed mitigation vision, goals, and long-term objectives for the plan;
- Prioritized the hazards in terms of potential dollar losses and their likelihood of occurrence, spatial extent, and severity of impact;
- Assisted in examining previous and current mitigation projects;
- Developed and prioritized mitigation actions unique to the planning area as a whole, to reduce the long-term risk to people and property;
- Examined how mitigation projects will be integrated into existing planning mechanisms and the budgetary process;
- Conducted public meetings and stakeholder outreach to gain input into the planning process;
- Documented all meetings, advertisements, and public feedback;
- Developed plan maintenance procedures; and
- Obtained State and FEMA plan approval.

Jurisdiction/ Client	Contact/ Title	Email	Services Provided	Term of Service
Cameron County, TX	Grecia Lucio, Emergency Management Planner	Grecia.lucio@co.cameron.tx.us	Plan and Plan Update Development	2013 – 2015; 2020 – Present
Chemung County, NY	Kristin Card, Deputy Director Jeff Kelley, Emergency Management Coordinator	kcard@chemungcountyny.gov	Plan Update Development	2018 – 2020
Comal County	John Stokes, Executive Director	John.stokes@cvcog.org	Plan Update Development	2004 – 2005; 2010 – 2012
Concho Valley Council of Governments	Jesse Hennage, Emergency Services Program Manager	Jesse.hennage@ctcog.org	Plan Development	2015 – 2018
Dallas County	Colton Goss, Emergency Planning & Volunteer Coordinator	Colton.goss@dallascounty.org	Plan Update Development	2018 – 2020
Houston County	Heath Murff, Emergency Management Coordinator	hmurff@co.houston.tx.us	Plan and Plan Update Development	2011 – 2015; 2020 – Present
Kaufman County	Steve Howie, Emergency Management Coordinator	stevehowie@kaufmancounty.net	Plan Development	2013 – 2015
Lavaca County	Micah Harmon, Sheriff	mharmon@co.lavaca.tx.us	Plan Development	2016 – 2018
Lubbock County	Clinton Thetford, Emergency Management Coordinator	cthetford@lubbockcounty.gov	Plan Development	2012 – 2015
North Texas Regional Planning Commission	Susan McGrath, Director of Emergency Planning	smcgrath@nortexrpc.org	Plan Development	2016 – 2020
Otsego County	Eric Scrivener, Emergency Manager	scrivenere@otsegocounty.com	Plan Development	2012 – 2013
San Patricio County	Sara Williams, Emergency Management Coordinator	Sara.williams@sanpatriciocount ytx.gov	Plan Development	2016 – 2018

Jurisdiction/ Client	Contact/ Title	Email	Services Provided	Term of Service
South East Texas Regional Planning Commission	Steve Curran, Director, Criminal Justice and Homeland Security Division	scurran@setrpc.org	Plan Update Development	2015 – 2017
Travis County	Blake Clampffer, Chief Emergency Management Coordinator	Blake.clampffer@traviscountytx. gov	Plan Update Development	2017
Victoria County	Richard McBrayer, Emergency Management Coordinator	rmcbrayer@victoriatxoem.org	Plan Development	2016 – 2018
West Central Texas Council of Governments	Irene Laurance, Criminal Justice Planner	ilaurance@westcentraltexas.org	Plan and Plan Update Development	2006 – 2007; 2010 – 2013; 2015 – Present

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 H2O Partners, Inc.
 Austin, TX United States

Certificate Number:
 2021-721480

Date Filed:
 03/01/2021

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

Date Acknowledged:

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.
 RFP/Q No.2021-191-03-03-JDC
 Hidalgo County Multi-Jurisdictional Hazard Mitigation Action Plan Update

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.

6 UNSWORN DECLARATION

My name is Eric Howard, and my date of birth is 10/23/1961

My address is 7321 Anagua Drive, Austin TX 78750 USA
(street) (city) (state) (zip code) (country)

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

Executed in Travis County, State of Texas, on the 1st day of March, 2021
(month) (year)

Eric Howard
 Signature of authorized agent of contracting business entity
 (Declarant)

60

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
 2021-721480

Date Filed:
 03/01/2021

Date Acknowledged:
 03/12/2021

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 H2O Partners, Inc.
 Austin, 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.
 RFP/Q No.2021-191-03-03-JDC
 Hidalgo County Multi-Jurisdictional Hazard Mitigation Action Plan Update

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.

6 UNSWORN DECLARATION

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

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

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

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

 Signature of authorized agent of contracting business entity
 (Declarant)

REQUEST FOR PROPOSAL / QUALIFICATION

**LEGAL NOTICE
HIDALGO COUNTY**

(Including all funding sources, programs, and entities)

“Professional Consulting Services – Multi-Jurisdiction Hazard Mitigation Action Plan Update”

RFP/Q No.: 2021-191-03-03-JDC

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

Submitter acknowledges that it has examined this Request for Proposal/Qualification and specifications and is familiar with the conditions to be met. In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned submitter proposes and commits to furnish all labor, equipment, material, software, and services as set forth in the documents hereinbefore mentioned. The undersigned submitter further agrees, upon acceptance of its proposal/qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Submitter acknowledges receipt of all of the pages of the documents referenced in the Invitation to Proposal Checklist presented in connection with this procurement. Submitter understands that Hidalgo County reserves the right to reject any or all proposals/qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal/qualification.

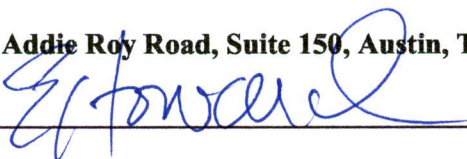
Submitter acknowledges that by signature below, it is providing the required certifications, attestations, verifications, and/or acknowledgments as referenced within this Request for Proposal. Submitter acknowledges that any and all specifications, provisions, and attachments of this Request for Proposal are incorporated into and made a part of any resulting agreement.

Submitter agrees that this proposal/qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals/qualifications, as contained in the Specifications. An individual authorized to bind the company must sign the following section. Failure to execute this section may result in proposal/qualification rejection.

Respectfully submitted,

Firm: H2O Partners, Inc.

Address: 260 Addie Roy Road, Suite 150, Austin, TX 78746

By:  _____

Printed Name: Eric Howard

Title: Vice President

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

H2O Partners, Inc.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

N/A

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

None

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

7-26-2021
Date

HIDALGO COUNTY PURCHASING DEPARTMENT Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281, Edinburg, Texas 78539
or email: vendor.application@co.hidalgo.tx.us

Company Name: <u>H2O Partners, Inc.</u> Telephone No. <u>(512) 940.9300</u>	
dba Name: _____	
Legal Name: <u>H2O Partners, Inc.</u>	
Mailing Address: <u>Po Box 160130, Austin TX 78716</u> Fax No. <u>(812) 812-8128</u>	
Physical Address: <u>260 Addie Roy Road, Suite 50</u>	
City, State, Zip <u>Austin, TX 78746</u> Tax I.D. No. _____	
Remit to Address: <u>260 Addie Roy Rd. #150</u> City, State, Zip <u>Austin, TX 78746</u>	
E-Mail Address: <u>invoice@h2opartnersusa.com</u>	
Representative(s) Name(s) & Title(s) <u>Eric Howard, vice President</u>	
Type of Organization (check one): <input type="checkbox"/> Individual <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Corporation <input type="checkbox"/> Non-Profit <input type="checkbox"/> LLC <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Other, Specify _____	
State Identification No. _____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No. _____	
State of Incorporation: <u>Texas</u> Date: <u>3/18/1992</u> Other: _____	
Type of Business (check one): <input type="checkbox"/> Manufacturer <input type="checkbox"/> Wholesaler <input type="checkbox"/> Retailer <input type="checkbox"/> Broker <input type="checkbox"/> Distributor <input checked="" type="checkbox"/> Service Organization <input type="checkbox"/> Other, Specify _____	
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts: <u>Eric Howard, Vice President</u>	
Small and/or Disadvantaged Business Information (check application criteria)	
Small Business: _____ Disadvantaged Business (At Least 51% Ownership)	
<input type="checkbox"/> Less than 125,000 annual gross receipt <input type="checkbox"/> Less than 250,000 annual gross receipt <input type="checkbox"/> Less than 499,000 annual gross receipt <input checked="" type="checkbox"/> More than 500,000 annual gross receipt	<input type="checkbox"/> Black American <input type="checkbox"/> Hispanic American <input type="checkbox"/> Asian Pacific American <input checked="" type="checkbox"/> Native American <input checked="" type="checkbox"/> Women <input type="checkbox"/> Other
Have you been certified as a HUB or an MBE/WBE source?: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Indicate Certification No.(s): <u>RCW05821287</u> or are Certificate(s) attached?: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
What type of product(s) is/are solicited by your company?: <u>Consulting services, Emergency Mgmt.</u>	
Would you like to be provided with specifications for procurements of such products?: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
To Be Completed by the County: Rec'd by (Purchasing): _____ Date Rec'd by (Purchasing): _____	
Date Forwarded Information to Auditor's Office: _____ Entry Date: _____ Vendor No.: _____	

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No
If yes, by whom?: Texas Building & Procurement Commission Other US Small Business Administration + state of Texas
Indicate Certification No(s): 1742994685200 or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS
(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be ^{contracted} subcontracted with Certified HUB sources?: 100%
(List HUB Subcontractor information below). Proposer is certified HUB - no subcontractors

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: () _____
Subcontract Amount: \$ _____ Description of Work to be Performed: _____

**Request for Taxpayer
Identification Number and Certification**

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
H2D Partners, Inc.

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

Individual/sole proprietor or single-member LLC
 C Corporation
 S Corporation
 Partnership
 Trust/estate
 Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) **C**
 Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.
 Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
 Exempt payee code (if any) _____
 Exemption from FATCA reporting code (if any) _____
 (Applies to accounts established outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
260 Addie Roy Road, suite 150

6 City, state, and ZIP code
Austin, TX 78746

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

--	--	--	--	--	--	--	--	--	--

or

Employer identification number

74	-	299	4685
----	---	-----	------

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person **[Signature]** Date **3.17.2021**

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.
Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
 Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Corporations Section
P.O.Box 13697
Austin, Texas 78711-3697



Ruth R. Hughes
Secretary of State

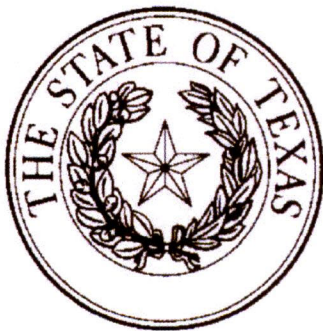
Office of the Secretary of State

Certificate of Fact

The undersigned, as Secretary of State of Texas, does hereby certify that the document, Articles Of Incorporation for H2O Partners, Inc. (file number 122470900), a Domestic For-Profit Corporation, was filed in this office on March 18, 1992.

It is further certified that the entity status in Texas is in existence.

In testimony whereof, I have hereunto signed my name officially and caused to be impressed hereon the Seal of State at my office in Austin, Texas on April 23, 2020.



A handwritten signature in black ink, appearing to read "Ruth R. Hughes".

Ruth R. Hughes
Secretary of State



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing additional information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate

	Certificate/VID Number:	1742994685200
	File/Vendor Number:	001718
	Approval Date:	06-SEP-2017
	Scheduled Expiration Date:	06-SEP-2021

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

H2O PARTNERS, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 08-SEP-2017, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.



*Laura Cagle-Hinojosa, Statewide HUB Program Manager
Statewide Support Services Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the internet (<https://mycpa.cpa.state.tx.us/tpasscmbsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Rev. 06/16



RCWOSB21287

CERTIFICATION NUMBER

02/02/22

EXPIRATION DATE

H2O Partners, Inc.

Certifies that:

has successfully met the requirements of the NWBOC national certification program for certification as a woman-owned and woman-controlled business.

The identified small business is an eligible WOSB for the WOSB Program, as set forth in 13 C.F.R. Part 127 and has been certified as such by NWBOC an SBA approved Third Party Certifier pursuant to the Third Party Certifier Agreement, dated 06/30/11, and available at www.sba.gov/wosb.

Phyllis Hill Slater
PHYLLIS HILL SLATER
Board Chair, NWBOC

541611, 541990, 611430, 624229, 624230

NAICS Code(s)

02/03/21

Date

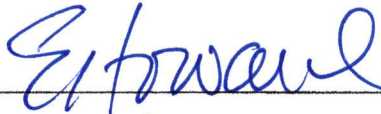
WWW.NWBOC.ORG
INFO@NWBOC.ORG | 800-794-6140 | 1101 East Cumberland Ave, Suite #301, Tampa, Florida 33602

TAMPERING OR ALTERING THIS CERTIFICATE IS, IN THE DISCRETION OF NWBOC, GROUNDS FOR TERMINATION OF CERTIFICATION

**Certification
Regarding Debarment, Suspension Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature: 
Print Name: Eric Howard
Title: Vice President
Telephone Number: 512.940.9300
Date: 2/25/2021

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

Exhibit “H”

(If Applicable)

2 C.F.R. § 200.326 & 2 C.F.R. Part 200,
Appendix II

Required Contract Clauses for Non-Federal
Entity Contracts Under Federal Awards

&

Required Contract Clauses for Non-Federal
Entity Contracts Under Federal Awards with
the Federal Emergency Management Agency
(FEMA)

2 C.F.R. § 200.326 & 2 C.F.R. Part 200, Appendix II, Required Contract Clauses for Non-Federal Entity Contracts Under Federal Awards

The United States Office of Management and Budget (OMB) issued in 2 C.F.R. 200: *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards* (Uniform Guidance). Subpart D: Post Federal Award Requirements: 2 CFR §§200.317-200.326 of the Uniform Guidance contain provisions applicable to procurements made with federal grant funding.

As a non-Federal entity, the County of Hidalgo's ("County") contracts must contain the applicable contract clauses described in Appendix II to the Uniform Guidance (Contract Provisions for non-Federal Entity Contracts Under Federal Awards), which are set forth below. 2 C.F.R. §200.326. If applicable, the following clauses shall supersede any existing, similar clauses stated within the bid document, contract, and/or Terms and Conditions. *The term "Contractor" used herein refers to the proposer, bidder or other entity/individual responding to the applicable procurement packet.*

If applicable, the regulations in 2 CFR, Part 200 and Appendix II to the Uniform Guidance, as it may be amended from time to time, and the contract clauses below, are incorporated by reference as part of this procurement packet and any resulting agreement.

To procure goods and services using funds under a federal grant or contract, specific federal laws, regulations, and requirements may apply in addition to those under state law. The following provisions are required and apply when federal funds are expended by the County of Hidalgo for any contract resulting from this procurement process.

1. Remedies.

- a. Applicability. This requirement applies to all Federal grant and cooperative agreement programs.
- b. Standard. Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. See 2 C.F.R. Part 200, Appendix II, ¶ A.
- c. Statement. Pursuant to Federal Rule (A) above, when federal funds are expended by the County, the County reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. Contractor shall comply with all applicable Federal, State of Texas, and local laws, rules, and regulations and shall obtain all applicable licenses and permits for the conduct of its business and the performance of the services, and any provision of equipment and material ("Applicable Law"). All transactions related to any of the Contract Documents shall be governed by the laws of the State of Texas, and trial of any action brought in connection with the bid or the Contract Documents shall be held exclusively in a state court in the County of Hidalgo, Texas.

2. **Termination for Cause and Convenience.**

- a. **Applicability.** This requirement applies to all Federal grant and cooperative agreement programs.
- b. **Standard.** All contracts in excess of \$10,000 shall address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement as follows. See 2 C.F.R. Part 200, Appendix II, ¶ B.
- c. **Statement. Termination.** County may terminate this Agreement for any reason upon ten (10) days written notice to the other party. County may terminate this Agreement immediately upon written notice if Contractor breaches this Agreement. In the event of any termination, Contractor shall promptly deliver to the County any and all Work Materials prepared for the County prior to the effective date of such termination, all of which shall become County's sole property. After receipt of the Work Materials, County will pay Contractor for the services which the County determines were satisfactorily performed as of the effective date of the termination.

Excuses for Non-Performance. Either party shall be absolved from its obligations under this contract when and to the extent that performance is delayed or prevented (and in the County of Hidalgo's case when and to the extent that its need for the articles, materials or work to be supplied hereunder is reduced or eliminated) by reason of acts of God, fire explosion, war riots, strikes, labor disputes, or governmental laws, orders or regulations.

Default. If Contractor or Subcontractor shall breach any provision hereof or shall become insolvent, enter voluntary or involuntary bankruptcy or receivership proceedings or make an assignment to the benefit of creditors, County of Hidalgo shall have the right (without limiting any other rights or remedies which it may have hereunder or by operation of law) to terminate this contract by written notice to Contractor whereupon County shall be relieved of all further obligation hereunder except the obligation to pay the reasonable value of Contractor's prior performance (at not exceeding the contract rate), and Contractor shall be liable to County for all costs incurred by County in completing or procuring the completion of performance in excess of the contract price herein specified. The County's right to require strict performance of any obligation hereunder shall not be affected by any previous waiver, forbearance of course of dealing. Time is of the essence thereof.

3. **Equal Employment Opportunity.**

- a. **Applicability:** This requirement applies to all Federal grant and cooperative agreement programs.
- b. **Standard.** Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. § 60- 1.4(b), in accordance with Executive Order 11246, *Equal Employment Opportunity* (30 Fed. Reg. 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, *Amending Executive Order 11246 Relating to Equal Employment Opportunity*, and implementing regulations at 41 C.F.R. Part 60 (Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor). See 2 C.F.R. Part 200, Appendix II, ¶ C.

c. Key Definitions:

- (1) *Federally Assisted Construction Contract.* The regulation at 41 C.F.R. § 60-1.3 defines a “federally assisted construction contract” as any agreement or modification thereof between any applicant and a person for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any Federal program involving a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, or any application or modification thereof approved by the Government for a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.
- (2) *Construction Work.* The regulation at 41 C.F.R. § 60-1.3 defines “construction work” as the construction, rehabilitation, alteration, conversion, extension, demolition or repair of buildings, highways, or other changes or improvements to real property, including facilities providing utility services. The term also includes the supervision, inspection, and other onsite functions incidental to the actual construction

- d. Statement: Contractor will comply with the Nondiscrimination Civil Rights Act of 1964, as amended and all Federal regulations relative to nondiscrimination in Federally assisted programs. The regulation at 41 C.F.R. Part 60-1.4(b) requires the insertion of the following contract clause:

“During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the

administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

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

4. Davis Bacon Act and Copeland Anti-Kickback Act.

- a. Applicability of Davis-Bacon Act. The Davis-Bacon Act only applies to the emergency Management Preparedness Grant Program, Homeland Security Grant Program, Nonprofit Security Grant Program, Tribal Homeland Security Grant Program, Port Security Grant Program, and Transit Security Grant Program. **It does not apply to other Federal grant and cooperative agreement programs, including the Public Assistance Program.**
- b. Standard. All prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by Department of Labor regulations at 29 C.F.R. Part 5 (Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction)). See 2 C.F.R. Part 200, Appendix II, ¶ D.

In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.

The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding City.

In contracts subject to the Davis-Bacon Act, the contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by

Department of Labor regulations at 29 C.F.R. Part 3 (Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States). The Copeland Anti-Kickback Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to FEMA or applicable Federal entity.

- c. Statement. The regulation at 29 C.F.R. § 5.5(a) does provide the required contract clause that applies to compliance with both the Davis-Bacon and Copeland Acts. However, as discussed in the previous subsection, the Davis-Bacon Act does not apply to Public Assistance recipients and subrecipients. In situations where the Davis-Bacon Act does not apply, neither does the Copeland "Anti-Kickback Act." However, for purposes of grant programs where both clauses do apply, FEMA or applicable Federal entity requires the following contract clause:

"Compliance with the Copeland "Anti-Kickback" Act.

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

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

(3) *Breach.* A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

5. Contract Work Hours and Safety Standards Act.

- a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.
- b. Standard. Where applicable (see 40 U.S.C. § 3701), all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations at 29 C.F.R. Part 5. See 2 C.F.R. Part 200, Appendix II, ¶ E.

Under 40 U.S.C. § 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week.

The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of

supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

The regulation at 29 C.F.R. § 5.5(b) provides the required contract clause concerning compliance with the Contract Work Hours and Safety Standards Act:

c. Statement.

“Compliance with the Contract Work Hours and Safety Standards Act.

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

(2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

(3) *Withholding for unpaid wages and liquidated damages.* The County of Hidalgo shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

(4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.”

6. Rights to Inventions Made Under a Contract or Agreement.

- a. Applicability: Stafford Act Disaster Grants. This requirement **does not apply to the Public Assistance**, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant

Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA or Federal awards under these programs do not meet the definition of “funding agreement.”

- b. Standard. If the FEMA or Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by FEMA or applicable awarding agency. See 2 C.F.R. Part 200, Appendix II, ¶ F.
- c. Key Definition: The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.

7. **Clean Air Act and the Federal Water Pollution Control Act.**

- a. Applicability and Standard: Contracts of amounts in excess of \$150,000 must contain a provision that requires the contractor to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency. See 2 C.F.R. Part 200, Appendix II, ¶ G.
- b. Statement: Included in contracts as provided in section “7a” above.
 - (1) The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. and the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
 - (2) The contractor agrees to report each violation to the Federal awarding agency (e.g. Federal Emergency Management Agency-FEMA) and the Regional Office of the Environmental Protection Agency. Contractor understands and agrees that each violation reported to the County of Hidalgo will, in turn, be reported as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office.
 - (3) The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by the applicable Federal awarding agency (e.g. FEMA).

8. **Debarment and Suspension.**

- a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.

- b. Standard. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, *Debarment and Suspension* (1986) and Executive Order 12689, *Debarment and Suspension* (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Nonprocurement Debarment and Suspension).

These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. See 2 C.F.R. Part 200, Appendix II, ¶ H; and Chapter IV, ¶ 6.d and Appendix C, ¶ 2. A contract award must not be made to parties listed in the SAM Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov. See 2 C.F.R. § 180.530; Chapter IV, ¶ 6.d and Appendix C, ¶ 2.

In general, an "excluded" party cannot receive a Federal grant award or a contract within the meaning of a "covered transaction," to include subawards and subcontracts. This includes parties that receive Federal funding indirectly, such as contractors to recipients and subrecipients. The key to the exclusion is whether there is a "covered transaction," which is any nonprocurement transaction (unless excepted) at either a "primary" or "secondary" tier. Although "covered transactions" do not include contracts awarded by the Federal Government for purposes of the nonprocurement common rule and DHS's implementing regulations, it does include some contracts awarded by recipients and subrecipient.

Specifically, a covered transaction includes the following contracts for goods or services:

- (1) The contract is awarded by a recipient or subrecipient in the amount of at least \$25,000.
- (2) The contract requires the approval of FEMA or applicable Federal entity, regardless of amount.
- (3) The contract is for Federally-required audit services.
- (4) A subcontract is also a covered transaction if it is awarded by the contractor of a recipient or subrecipient and requires either the approval of FEMA or applicable Federal entity or is in excess of \$25,000.

- c. Statement. The following provides a debarment and suspension clause. It incorporates a method of verifying that contractors are not excluded or disqualified:

For maximum protection, provide a print or electronic document for every prime and subcontractor, from www.sam.gov in order to ensure that they are not debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities.

This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. 180.940) or disqualified (defined at 2 C.F.R. § 180.935).



The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

This certification is a material representation of fact relied upon by (insert name of subrecipient). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (name of state agency serving as recipient and name of subrecipient), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.”

9. **Byrd Anti-Lobbying Amendment.**

- a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.
- b. Standard. Contractors that apply or bid for an award of \$100,000 or more must file the required certification. See 2 C.F.R. Part 200, Appendix II, ¶ I; 44 C.F.R. Part 18; Chapter IV, 6.c; Appendix C, ¶ 4. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any City, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. § 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. See Chapter IV, ¶ 6.c and Appendix C, ¶ 4.
- c. Statement. The following statement in bold provides a Byrd Anti-Lobbying contract clause:

(IF APPLICABLE, PLEASE FILL IN BLANKS AND SIGN)

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

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

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned Contractor, H2O Partners, Inc.
certifies, to the best of his or her knowledge, that:

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

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, H2O Partners, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 *et seq.*, apply to this certification and disclosure, if any.

Eric Howard
Signature of Contractor's Authorized Official

Eric Howard, Vice President
Name and Title of Contractor's Authorized Official

2.26.2021
Date

10. **Procurement of Recovered Materials.**

- a. Applicability: This requirement applies to all Federal grant and cooperative agreement programs.
- b. Standard. A non-Federal entity that is a **state agency or agency of a political subdivision** of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. No. 89-272 (1965) (codified as amended by the Resource Conservation and Recovery Act at 42 U.S.C. § 6962). See 2 C.F.R. Part 200, Appendix II, ¶ J; 2 C.F.R. § 200.322; *PDAT Supplement*, Chapter V, ¶ 7.

The requirements of Section 6002 include procuring only items designated in guidelines of the EPA at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired by the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

- c. Statement. The following provides the clause that a state agency or agency of a political subdivision of a state and its contractors can include in contracts meeting the above contract thresholds:

“(1) In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA- designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

- (3) Information about this requirement, along with the list of EPA-designate items, is available at EPA’s Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.”

Additional Required Contract Clauses for Non-Federal Entity Contracts Under Federal Awards with the Federal Emergency Management Agency (FEMA)

Additional FEMA or applicable Federal Requirements. In addition to the requirements above, non-Federal entity contracts under Federal award subject to financial assistance from FEMA are required to contain the following additional contract clauses. The Uniform Guidance authorizes FEMA to require additional provisions for non-Federal entity contracts. FEMA, pursuant to this authority, requires or recommends the following:

These clauses are incorporated by reference as part of this procurement packet and any resulting agreement.

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11. **Changes.**

a. **Standard.** To be eligible for FEMA assistance under the non-Federal entity's Federal grant or cooperative agreement, the cost of the change, modification, change order, or constructive change must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of project scope. FEMA or applicable Federal entity recommends, therefore, that a non-Federal entity include a changes clause in its contract that describes how, if at all, changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract. The language of the clause may differ depending on the nature of the contract and the end-item procured.

b. **Statement.** The following provides a contract clause regarding access to records:

“The contractor shall secure written authorization before proceeding with any additional work, whether requested by the County or required to complete the contract. The cost for any changes to the contract price, whether requested by the County or the Contractor will be approved only after submitting the contractor's true costs for the work and related equipment costs and site expenses.”

12. **Access to Records.**

a. **Standard.** All non-Federal entities must place into their contracts a provision that all contractors and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA or applicable Federal entity access to records, accounts, documents, information, facilities, and staff. See DHS Standard Terms and Conditions, v 3.0, ¶ XXVI (2013).

b. **Statement.** The following provides a contract clause regarding access to records:

“Access to Records. The following access to records requirements apply to this contract:

(1) The contractor agrees to provide the County of Hidalgo, the FEMA or applicable Federal Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(3) The contractor agrees to provide the FEMA or applicable Federal Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.”

13. **DHS Seal, Logo, and Flags.**

a. **Standard.** All non-Federal entities must place in their contracts a provision that a contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS City

officials without specific FEMA or applicable Federal entity pre-approval. See DHS Standard Terms and Conditions, v3.0, ¶ XXV (2013).

b. Statement. The following provides a contract clause regarding DHS Seal, Logo, and Flags:

“The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS City officials without specific FEMA or applicable Federal entity pre-approval.”

14. **Compliance with Federal Law, Regulations, and Executive Orders.**

a. Standard. All non-Federal entities must place into their contracts an acknowledgement that FEMA or applicable Federal financial assistance will be used to fund the contract along with the requirement that the contractor will comply with all applicable Federal law, regulations, executive orders, and FEMA or applicable Federal policies, procedures, and directives.

b. Statement. The following provides a contract clause regarding Compliance with Federal Law, Regulations and Executive Orders:

“This is an acknowledgement that Federal financial assistance will be used to fund the contract only. The contractor will comply will all applicable Federal law, regulations, executive orders, FEMA or applicable Federal policies, procedures, and directives.”

15. **No Obligation by Federal Government.**

a. Standard. The non-Federal entity must include a provision in its contract that states that the Federal Government is not a party to the contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

b. Statement. The following provides a contract clause regarding no obligation by the Federal Government:

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

16. **Program Fraud and False or Fraudulent Statements or Related Acts.**

a. Standard. The non-Federal entity must include a provision in its contract that the contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to its actions pertaining to the contract.

b. Statement. The following provides a contract clause regarding Fraud and False or Fraudulent Related Acts:

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

Contractor agrees to comply with all federal, state and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that the Contractor read and understands all provisions, laws, acts, regulations, etc. as specifically noted above and certifies compliance with the same.

Vendor's Name/Company Name: H2OPartners, Inc.

Printed Name and Title of Authorized Representative: Eric Howard, Vice President

Signature of Authorized Representative: E Howard

Date: 2/20/2021

24 9X

EXHIBIT "J"
PROPOSER'S AFFIDAVIT

ES GAT

Exhibit "J"

PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, Eric Howard, H2O Partners, being first duly sworn, deposes that:

- (1) Affiant does hereby state neither the proposer nor any of the proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or another proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or another reward will be hereinafter paid.
- (2) Affiant further states they have neither recommended nor suggested to Hidalgo County or any of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.
- (3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.
- (4) Affiant further states no officer, or stockholder of the proposer is a member of the staff, or related to any employee of Hidalgo County except as noted herein below:

Signature/Title: _____

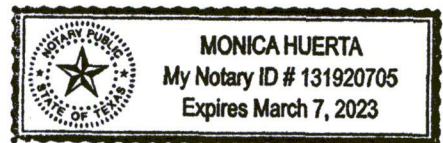
E. Howard, VICE PRESIDENT

Subscribed and sworn to before me this 25 day of February, 2021.

Monica Huerta

Notary Public

My commission expires: March 7, 2023



EH *WH*

G. SAMS.gov Registration Acknowledgement

H2o Partners, Inc
DUNS: 143688195 CAGE Code: 4BX74
Status: Active
Expiration Date: 01/04/2022
Purpose of Registration: All Awards

260 Addie Roy Rd Ste 150
AUSTIN, TX, 78746-4107,
UNITED STATES

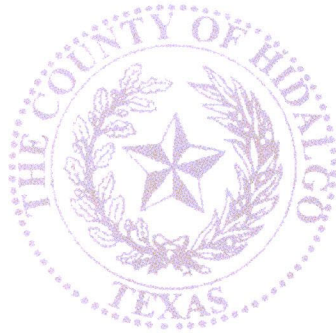
Entity Overview

Entity Registration Summary

Name: H2o Partners, Inc
Business Type: Business or Organization
Last Updated By: Jane Bachick
Registration Status: Active
Activation Date: 01/04/2021
Expiration Date: 01/04/2022

Exclusion Summary

Active Exclusion Records? No



HIDALGO COUNTY

(Including all funding sources, programs, and entities)

REQUEST FOR PROPOSAL/QUALIFICATION

“Professional Consulting Services – Multi-Jurisdiction Hazard Mitigation Action Plan Update”

RFP/Q No.: 2021-191-03-03-JDC

RFP/Q SUBMITTAL CHECK LIST

All forms listed below must be included in the RFP response.

Indicate with a check mark (✓) the Forms completed and included in this response:

- Page 12 of Legal Notice
- Exhibit “C” - Acknowledgement forms (pages 4 & 5)
- Exhibit “D” CIQ Form - Copy of County Clerk File Recording fee receipt. (if applicable)
- Exhibit “E” Vendor Bidder Applications, W-9, & HUB/DBE
- Exhibit “F” Certification Regarding Debarment
- Exhibit “H” Required Contract Clauses for Contracts Under Federal award 2 – CFR 200, Appendix II & FEMA (if applicable)
- Exhibit “J” Proposer’s Affidavit
- SAMS.gov Registration Acknowledgement www.sam.gov
- One (1) Original (pages one-sided, clearly marked ORIGINAL), and Two (2) USB in PDF Format

Revised 09/13/16