

**Award Documentation for
RFP# 2023-17
Consultant/Firm to provide a
Multi-jurisdiction Hazard Mitigation
Action Plan Update
Gregg County, Texas**



Gregg County Purchasing Department

Kelli L. Davis, CPPB, NIGP-CPP, Purchasing Agent

101 E. Methvin St., Suite 205, Longview, Texas 75601

(903) 237-2684 ♦ purchasing@co.gregg.tx.us

October 2, 2023

Eric Howard
H2O Partners
260 Addie Roy Road, Suite 150
Austin, Texas

Re: RFP# 2023-17 Consultant/Firm to provide a Multi-jurisdiction Hazard Mitigation Action Plan Update

Mr. Howard,

I am pleased to inform you that the Gregg County Commissioners Court awarded a contract for Consultant/Firm to provide a Multi-jurisdiction Hazard Mitigation Action Plan Update. (Contract RFP#2023-17) on September 28, 2023 to your firm/business.

I want to thank you for your Proposal; Gregg County looks forward to working with you.

If you have any questions or problems throughout the contract period; please feel free to contact my office.

Regards,

Kelli Davis, CPPB, NIGP-CPP
Gregg County Purchasing Agent
Longview, Texas

**ADMINISTRATION/PROFESSIONAL SERVICES CONTRACT
AGREEMENT
PART I**

THIS AGREEMENT entered into this 28th day of September, 2023, by and between GREGG COUNTY, hereinafter called the “County”, acting herein by Bill Stoudt, County Judge hereunto duly authorized, and H2O Partners Inc., hereinafter called “the Contractor,” acting herein by Eric Howard, Vice President.

WITNESSETH THAT:

WHEREAS, the County is using grant funding under the general direction of the Texas General Land Office Community Development & Revitalization (GLO-CDR) which is the state agency designated by the Governor and responsible to the U.S. Department of Housing and Urban Development (HUD) for the administration Community Development Block Grant Disaster Recovery (CDBG-DR) funded through the United States Department of Treasury;

WHEREAS, the County has an interest to utilize the funds to hire a consultant to provide a Multi-jurisdictional Hazard Mitigation Action Plan Update for Gregg County, Texas.

WHEREAS, in August 2023, the County issued a Request for Proposal, RFP #2023-17 incorporated herein by reference, to solicit proposals from qualified Professional Services Companies to assist County to provide a Multi-jurisdictional Hazard Mitigation Action Plan Update for Gregg County, Texas;

WHEREAS, on or about September 28, 2023, on the basis of its Response to RFP #2023-17, which responses are incorporated fully herein by reference as if physically attached hereto, the County awarded RFP #2023-17 to the Contractor.

WHEREAS, the County desires to engage H2O Partners, Inc. to render professional consulting services in connection with Community Development Block Grant Disaster Recovery (CDBG-DR) funded through the United States Department of Treasury;

NOW THEREFORE, the parties do mutually agree as follows:

1. Scope of Services - The Contractor will perform the services set out in Part II, Scope of Services.
2. Time of Performance - The services of the Contractor shall commence on the day following the execution of this contract. In any event, all of the services required and performed hereunder shall be completed no later than the time stipulated in the written contract between the County and the United States Department of Treasury and/or other agencies.
3. Local Program Liaison - For purposes of this Contract, the County Grants Officer or equivalent authorized person will serve as the Local Program Liaison and primary point of contact for the Contractor. All required progress reports and communication regarding the project shall be directed to this liaison and other local personnel as appropriate.
4. Access to Records - Records of non-Federal entities. United States Department of Treasury’s Inspector General, the Comptroller General of the United States, the Texas Division of Emergency Management (TDEM), and the pass-through entity, or any of their authorized representatives, must have the right of access to any documents, papers, or other records of the non-Federal entity which are pertinent to the Federal

award, in order to make audits, examinations, excerpts, and transcripts. The right also includes timely and reasonable access to the non-Federal entity's personnel for the purpose of interview and discussion related to such documents.

5. Retention of Records - Financial records, supporting documents, statistical records, and all other non-Federal entity records pertinent to a Federal award must be retained for a period of three years from the date of submission of the final expenditure report or, for Federal awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report, respectively, as reported to the Federal awarding agency or pass-through entity in the case of a sub recipient. Federal awarding agencies and pass-through entities must not impose any other record retention requirements upon non-Federal entities. The only exceptions are the following:
 - a. If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken.
 - b. When the non-Federal entity is notified in writing by the Federal awarding agency, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or pass-through entity to extend the retention period.
 - c. Records for real property and equipment acquired with Federal funds must be retained for 3 years after final disposition.
 - d. When records are transferred to or maintained by the Federal awarding agency or pass-through entity, the 3-year retention requirement is not applicable to the non-Federal entity.
 - e. Records for program income transactions after the period of performance. In some cases, recipients must report program income after the period of performance. Where there is such a requirement, the retention period for the records pertaining to the earning of the program income starts from the end of the non-Federal entity's fiscal year in which the program income is earned.
 - f. Indirect cost rate proposals and cost allocations plans. This paragraph applies to the following types of documents and their supporting records: indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates).
 1. If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the pass-through entity) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.
 2. If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the pass-through entity) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.
6. Compensation and Method of Payment - The maximum amount of compensation and reimbursement to be paid hereunder shall not exceed **\$90,480** based on a funding allocation. See *Part III Payment Schedule* of this Agreement.
7. Indemnification – The Contractor shall comply with the requirements of all applicable laws, rules and regulations, and shall exonerate, indemnify, and hold harmless the County and its agency members from and against any and all claims, costs, suits, and damages, including attorneys' fees, arising out of the Contractor's performance or nonperformance of the activities, services or subject matter called for in this agreement or in connection with the management and administration of the CRF contract, and shall assume

full responsibility for payments of Federal, State and local taxes on contributions imposed or required under the Social Security, worker's compensation and income tax laws.

8. Miscellaneous Provisions/Definitions

- a. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Gregg County, Texas.
- b. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns where permitted by this Agreement.
- c. In any case one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- d. This Agreement may be amended by mutual agreement of the parties hereto and a writing to be attached to and incorporated into this Agreement.

Unless otherwise defined in this Agreement, capitalized terms used in this Addendum shall have the meanings ascribed thereto.

1. "FEMA" shall mean the Federal Emergency Management Agency.
2. "Administering Agency" shall have the meaning specified in 41 C.F.R. § 60-1.3.
3. "Applicant" shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: ("An applicant for Federal assistance involving a construction contract, or other participant in a program involving a construction contract as determined by regulation of an administering agency. The term also includes such persons after they become recipients of such Federal assistance.").
4. "Construction Work" shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: ("[T]he 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.").
5. "Contract" shall mean the legal instrument by which Unit, as a Recipient or Sub recipient, shall purchase from Contractor property or services needed to carry out a project or program under a federal award, and of which this Addendum shall constitute an integral part.
6. "Contractor" shall mean the entity named as "Contractor" in this Addendum that has received a Contract from Unit.
7. "Federally Assisted Construction Contract" shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: ("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 of the United States of America for a grant,

contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.”).

8. “Government” shall have the meaning specified in 41 C.F.R. § 60-1.3, which is provided here for ease of reference: (“The government of the United States of America.”).
9. “Laborer” or “Mechanic” shall have the meaning specified in 29 C.F.R. § 5.2(m), which is provided here for ease of reference: (“The term *laborer* or *mechanic* includes at least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial. The term *laborer* or *mechanic* includes apprentices, trainees, helpers, and, in the case of contracts subject to the Contract Work Hours and Safety Standards Act, watchmen or guards. The term does not apply to workers whose duties are primarily administrative, executive, or clerical, rather than manual. Persons employed in a bona fide executive, administrative, or professional capacity as defined in part 541 of [Title 40 of the United States Code] are not deemed to be laborers or mechanics. Working foremen who devote more than 20 percent of their time during a workweek to mechanic or laborer duties, and who do not meet the criteria of [Title 40 of the United States Code], are laborers and mechanics for the time so spent.”).
10. “Recipient” shall mean an entity that receives a federal award directly from a federal awarding agency. The term does not include sub recipients or individuals that are beneficiaries of an award.
11. “Subcontract” shall mean any agreement entered into by a Subcontractor to furnish supplies or services for the performance of this Contract or a Subcontract. It includes, but is not limited to, purchase orders and changes and modifications to purchase orders.
12. “Subcontractor” shall mean an entity that receives a Subcontract.
13. “Sub recipient” shall mean an entity that receives a sub award from a pass-through entity to carry out part of a federal award; but it does not include an individual that is a beneficiary of such award. A sub recipient may also be a recipient of other federal awards directly from a federal awarding agency.
14. “Tier” shall have the meaning indicated in 2 C.F.R. Part 180 and illustrated in 2 C.F.R. Part 180, Appendix II.
15. “Unit” shall have the meaning indicated in the preamble to this Addendum.

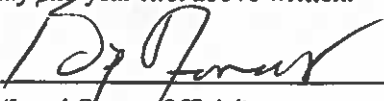
9. Extent of Agreement

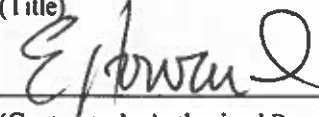
This Agreement, which includes Parts I-VII and any attachments hereto, including those incorporated by reference, represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by authorized representatives of both County and Contractor.

Part I –	Agreement
Part II –	Scope of Services
Part III –	Payment Schedule
Part IV –	Terms and Conditions including all terms in FEMA Contract provisions
Part V –	Original RFP and returned response
Part VI -	Gregg County’s Standard Terms and Conditions
Part VII -	Forms

Sams Debarment
Certificate of Insurance
Conflict of interest
Certification regarding Lobbying

IN WITNESSETH WHEREOF, the parties have executed this Agreement by causing the same to be signed on the day and year first above written.

BY: 
(Local County Official)
Bill Stoudt
(Printed Name)
County Judge
(Title)

BY:  9/26/23
(Contractor's Authorized Representative)
Eric Howard
(Printed Name)
Vice President
(Title)

PART II

SCOPE OF SERVICES

The Contractor shall provide the following scope of services:

The Contractor will provide a Multi-jurisdictional Hazard Mitigation Action Plan for the purpose of updating the 2018 Gregg County Hazard Mitigation Action Plan for the County and participating Gregg County governmental entities. The Plan shall be in compliance with the criteria set forth in the following non-exclusive list: (Not all may apply)

- Public Law 93-288, as amended (Stafford Act)
- 44 CFR, Emergency Management and Assistance
- Disaster Mitigation Act of 2000
- OMB Regulations 2 CFR, Grant and Agreements
- Executive Order 11988, Floodplain Management
- Executive Order 11990, Protection of Wetlands
- Executive Order 12372, Intergovernmental Review of Programs and Activities
- Executive Order 12549, Debarment and Suspension
- Executive Order 12612, Federalism
- Executive Order 12699, Seismic Design
- Executive Order 12898, Environmental Justice
- Coastal Barrier Resources Act, Public Law 97-348
- Single Audit Act, Public Law 98-502
- Sandy Recovery Improvement Act publications
- 16 U.S.C. § 470, National Historic Preservation Act
- 16 U.S.C. § 1531, Endangered Species Act References
- FEMA program publications, guidance and policies
- Required Contract Clauses for Contracts Under Federal Award
- CFR 200, Appendix II & FEMA
- Title 29 Labor
- Federal Labor Standard Provisions
- Comply Davis Bacon
- Comply with Form for Certification on Labor Standards and prevailing wage requirements
- Labor Standards and prevailing wage requirements
- All FEMA Contract provisions

The purpose of the Gregg County Multi-Jurisdictional Hazard Mitigation Action Plan is to provide an update of the 2018 Hazard Mitigation Plan that meets the requirements of and is approved by FEMA, so as to ensure that the following entities/partners are eligible for future hazard mitigation funding:

1. Gregg County
2. Clarksville City
3. City of Easton
4. City of Gladewater
5. City of Kilgore
6. City of Lakeport
7. City of Longview
8. City of White Oak
9. East Texas County of Governments

The plan updated must ensure the following:

- The plan shall meet or exceed the Final Rule for Local Mitigation Plans found in 44 C.F.R § 201.6.
- It is highly recommended that technical assistance be provided to the sub-recipient throughout the plan development process.
- The natural hazards assessed by the plan, at minimum, must be coordinated with the current FEMA-approved version of the State Hazard Mitigation Plan.
- The plan shall be submitted to FEMA for review and approval following State Hazard Mitigation Officer review and concurrence that the plan meets 44 C.F.R § 201.6.
- The contractor shall utilize the Local Mitigation Planning Handbook as well as the Local Mitigation Plan Review Guide as guidance documents for developing the plan.
- The contractor shall review and use the Local Mitigation Plan Review Tool, found in the Local Mitigation Plan Review Guide as a reference during the drafting of the plan, to ensure that the plan is completed correctly. A completed and accurate Local Mitigation Plan Review Tool must be submitted to the recipient and FEMA when a review is requested.
- The contractor must be aware that each jurisdiction seeking approval of the plan must meet all requirements of 44 C.F.R § 201.6 to receive continued eligibility for FEMA mitigation grant programs.

The contractor shall provide services to complete the following services (included but not limited to):

- A. Organize and lead the hazard mitigation planning team.
- B. Comprehensive review of all existing documents related to HMP.
- C. Facilitate and document input from the public, neighboring communities, and local and elected officials, agencies and other organizations.
- D. Research, develop and write and update 2018 Gregg County Hazard Mitigation Action Plan. Draft all applicable annexes and appendices.
- E. Work with the County to develop/update the maps needed to accompany the plan.
- F. The contractor will develop, update and maintain a project timeline, and provide monthly progress reports to the County Emergency Management Coordinator.
- G. Facilitate up to three meetings with County staff, external stakeholders, and response partners to include:
 - Public Meeting-Presentation of community-wide hazards, vulnerabilities, and consequences (Damage Estimates)
 - Core Planning Team – Presentation of the Updated Draft Plan
- H. The plan update shall be developed in accordance with the following guidance:
 - FEMA’S Local Multi-Hazard Mitigation Planning Guidance
 - FEMA’s Using Benefit-Cost Review in Mitigation Planning: State and Local Mitigation Planning

- Any additional State or Federal laws, standards, or requirements not specifically listed herein.

I. The plan update must include:

- Documentation of the planning process used to develop the plan, including how it was prepared, who was involved in the process and how the public was involved.
- A risk assessment which provides the factual basis for activities proposed in the strategy to reduce loss from identified hazards. The plan update must assess risk for the County as a whole and the risks faced by the individual cities, which are participating in the plan. The Risk assessment must include:
 - An updated description of the type, location and extent of all natural hazards that can affect Gregg County and the cities within Gregg County.
 - Updated Historical information on previous occurrences of hazard events and the probability of future hazard events.
 - An updated description Gregg County's vulnerability to the hazards. This update should include an overall summary of each hazard and its impact on the individual cities within Gregg County.
 - Update the mitigation strategy that provides the blueprint for reducing the potential losses identified in the risk assessment, based on existing authorities, policies, programs and resources, and its ability to expand on and improve these existing tools.
 - Update mitigation goals to reduce or avoid long-term vulnerabilities to the identified hazards.
 - The updated action plan should describe how the identified actions will be prioritized implemented and administered by the County and the individual jurisdictions.

J. The plan update must include an updated plan for maintenance process which provides:

- Update description of the method and schedule for monitoring, evaluating and updating the mitigation plan within a five-year cycle.
- The plan update must include documentation that the plan has been formally adopted by the governing body of the jurisdiction requesting approval of the plan (County Commissioners, City Council, or other local jurisdiction governing boards.)

K. Review the updated draft document with designated County staff and Texas Emergency Management Agency staff for compliance with applicable state and federal laws, regulations, and standards and correct any deficiencies.

L. Complete all revisions of draft as necessary.

M. The contractor will facilitate the submittal of the updated plan to Texas State Hazard Mitigation Officer for initial review and coordination. (FEMA)

N. The contractor must make any changes to the plan as specified in the Texas HMO and FEMA review Processes.

O. Final revised plan shall be written to a standard which will be capable of being approved by the Federal Emergency Management Agency when submitted by Gregg County.

P. Final revised plan shall be compliant with 44 CFR 201.6 (Local Mitigation Plans) and CPG 101.

Q. The final revised plan shall be provided to County Emergency Management Staff as one (1) electronic, editable copy in Microsoft Word format (version to be approved by County) and ten (10) hard copies no later than the last day of the Project Schedule deadline.

R. The contractor will prepare the plan for adoption by Gregg County and the cities within Gregg County.

S. The updated mitigation plan will include all required elements, as defined in the FEMA Local Mitigation Plan Review Guide. The plan will meet or exceed the Final rule for local mitigation planning found in 44 CFR, Section 201.6, in order to be approved by FEMA. In addition, the natural hazards assessed in the plan will coordinate with the current FEMA - approved State of Texas hazard Mitigation Plan and will adequately address all natural hazards with any probability of occurrence in the County. The County's floodplain administrator, emergency management coordinator, county engineer, GIS administrator, and others as needed will serve as points of contact and local subject matter experts for the consultant.

T. Plan Adoption: adoption and approval phases by local and state government, and FEMA.

- The Gregg County Attorney will provide a legal review of the updated drafts and final copy law to ensure compliance with all required laws, statutes and regulations
- The updated plan will be submitted for State review, and recommendation prior to adoption.
- Upon recommendation from TDEM, the County and participating municipalities will adopt the plan.
- The adopted plan will be submitted for FEMA review and approval

U. Project Schedule

The contractor shall:

- Provide an updated draft report for comment 120 days after award of contract.
- Provide a final report with addressed comments 210 days after contract award.

V. Additional Deliverables

- A non-proprietary database to contain all the data collected.
- Provide 10 hard copies of the final draft plan and all data collected.

PART III
PAYMENT SCHEDULE

PROFESSIONAL CONSULTING SERVICES

Fees Associated with the County HMAP Update

The Price Detail below presents fees for all services required to implement the project described in RFP# F2023-17. Pricing presented here covers all costs; no extra fees are required for travel, supplies, or other expenses.

Milestone 1

Develop Planning Process: Organize planning team and develop planning process and goals; develop Capability Assessment and conduct Kick-Off Workshop and public meeting

\$16,510

Milestone 2

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

\$23,010

Milestone 3

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

\$25,350

Milestone 4

Draft, Finalize and maintain plan: Develop draft of Plan; submit to County for approval; incorporate edits; finalize and submit Plan to TDEM; after State review and approval; submit to FEMA

\$20,930

Milestone 5

Complete Project: Final Presentation; FEMA Approval; adoption by Gregg County and participating jurisdictions

\$4,680

Total \$90,480

The pricing presented in the Price Detail Table assumes that the nine participating jurisdictions cited in the RFP, including Gregg County, are the only participants in the Hazard Mitigation Action Plan. Additional jurisdictions can be included in the Plan for \$4,500 each.

Milestone Payments

Milestone payment requests are detailed in the Pricing above.

Extra Fees (none)

No extra fees apply; the pricing presented in the Price Detail Table is a firm, fixed price.

H2O Partners Hourly Billing Rates

The following table lists hourly billing rates that apply to the core roles for Gregg County’s Hazard Mitigation Plan Update:

Staff Member Role Hourly Rate

Project Manager \$175

Deputy Project Manager \$165

Senior Mitigation Specialist \$150

Mitigation Specialist \$130

Outreach Specialist \$130

GIS Specialist \$120

PART IV
TERMS AND CONDITIONS

1. Termination for Cause. If the Contractor fails to fulfill in a timely and proper manner its obligations under this Agreement, or if the Contractor violates any of the covenants, conditions, agreements, or stipulations of this Agreement, the County shall have the right to terminate this Agreement by giving written notice to the Contractor of such termination and specifying the effective date thereof, which shall be at least five days before the effective date of such termination. In the event of termination for cause, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor pursuant to this Agreement shall, at the option of the County, be turned over to the County and become the property of the County. In the event of termination for cause, the Contractor shall be entitled to receive reasonable compensation for any necessary services actually and satisfactorily performed prior to the date of termination.

Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of contract by the Contractor, and the County may set-off the damages it incurred as a result of the Contractor's breach of contract from any amounts it might otherwise owe the Contractor.

2. Termination for Convenience of the County. County may at any time and for any reason terminate Contractor's services and work at County's convenience upon providing written notice to the Contractor specifying the extent of termination and the effective date. Upon receipt of such notice, Contractor shall, unless the notice directs otherwise, immediately discontinue the work and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

Upon such termination, Contractor shall be entitled to payment only as follows: (1) the actual cost of the work completed in conformity with this Agreement; plus, (2) such other costs actually incurred by Contractor as are permitted by the prime contract and approved by County; (3) plus ten percent (10%) of the cost of the work referred to in subparagraph (1) above for overhead and profit. There shall be deducted from such sums as provided in this subparagraph the amount of any payments made to Contractor prior to the date of the termination of this Agreement. Contractor shall not be entitled to any claim or claim of lien against County for any additional compensation or damages in the event of such termination and payment.

3. Changes. The County may, from time to time, request changes in the services the Contractor will perform under this Agreement. Such changes, including any increase or decrease in the amount of the Contractor's compensation, must be agreed to by all parties and finalized through a signed, written amendment to this Agreement.
4. Resolution of Program Non-Compliance and Disallowed Costs. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement, or the breach thereof, including determination of responsibility for any costs disallowed as a result of non-compliance with federal, state or TDEM program requirements, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, the parties shall consult and negotiate with each other in good faith within 30 days of receipt of a written notice of the dispute or invitation to negotiate and attempt to reach a just and equitable solution satisfactory to both parties. If the matter is not resolved by negotiation within 30 days of receipt of written notice or invitation to negotiate, the parties agree first to try in good faith to settle the matter by mediation administered by the American Arbitration Association under its Commercial Mediation Procedures before resorting to arbitration, litigation, or some other dispute resolution procedure. The parties may enter into a written amendment to this Agreement and choose a mediator that is not affiliated with the American Arbitration Association. The parties shall bear the costs of such mediation equally. If the matter is not resolved through such mediation within 60 days of the initiation of that procedure, either party may proceed to file suit.

5. Personnel.
 - a. The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the County.
 - b. All of the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such services.
 - c. None of the work or services covered by this Agreement shall be subcontracted without the prior written approval of the County. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Agreement.
6. Assignability. The Contractor shall not assign any interest on this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; Provided, however, that claims for money by the Contractor from the County under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Written notice of any such assignment or transfer shall be furnished promptly to the County.
7. Reports and Information. The Contractor, at such times and in such forms as the County may require, shall furnish the County such periodic reports as it may request pertaining to the work or services undertaken pursuant to this Agreement, the costs and obligations incurred or to be incurred in connection therewith, and any other matters covered by this Agreement.
8. Records and Audits. The Contractor shall insure that the County maintains fiscal records and supporting documentation for all expenditures of funds made under this contract in a manner that conforms to 2 CFR 200.300-.309, 24 CFR 570.490, and this Agreement. Such records must include data on the racial, ethnic, and gender characteristics of persons who are applicants for, participants in, or beneficiaries of the funds provided under this Agreement. County shall retain such records, and any supporting documentation, for the greater of three years from closeout of the Agreement or the period required by other applicable laws and regulations.
9. Findings Confidential. All of the reports, information, data, etc., prepared or assembled by the Contractor under this contract are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the County.
10. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Contractor.
11. Compliance with Local Laws. The Contractor shall comply with all applicable laws, ordinances and codes of the State and local governments, and the Contractor shall save the County harmless with respect to any damages arising from any tort done in performing any of the work embraced by this Agreement.
12. Conflicts of interest.
 - a. Governing Body. No member of the governing body of the County and no other officer, employee, or agent of the County, who exercises any functions or responsibilities in connection with administration, construction, engineering, or implementation of the award between the United States Department of Treasury and/or other agencies and the County shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.
 - b. Other Local Public Officials. No other public official who exercises any functions or responsibilities in connection with the planning and carrying out of administration, construction, engineering or implementation of the award between the United States Department of Treasury and/or other agencies and the County shall have any personal financial interest, direct or indirect, in the Contractor or this Agreement; and the Contractor shall take appropriate steps to assure compliance.

- c. Contractor and Employees. The Contractor warrants and represents that it has no conflict of interest associated with the award between the United States Department of Treasury and/or other agencies and the County or this Agreement. The Contractor further warrants and represents that it shall not acquire an interest, direct or indirect, in any geographic area that may benefit from the award between the United States Department of Treasury and/or other agencies and the County or in any business, entity, organization or person that may benefit from the award. The Contractor further agrees that it will not employ an individual with a conflict of interest as described herein.
13. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
14. Suspension and Debarment. (1) 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’s principles (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). (2) 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. (3) This certification is a material representation of fact relied upon by Gregg County. 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 the remedies available to Gregg County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) 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.

Federal Compliance.

15. Equal Employment Opportunity.

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, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: 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, sexual orientation, gender identity, or national origin.
3. The Contractor will not discourage or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This

provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

4. 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.

5. The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, "Equal Employment Opportunity," and of the rules, regulations, and relevant orders of the Secretary of Labor.

6. 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.

7. 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 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.

8. The Contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The 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.

The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for

the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

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

16. Civil Rights Act of 1964. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, religion, sex, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
17. Age Discrimination Act of 1975. The Contractor shall comply with the Age Discrimination Act of 1975 which provides that no person in the United States shall on the basis of age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
18. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
 - a. The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
 - b. Affirmative steps must include:
 1. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 2. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 3. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
 4. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
 5. Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
 6. Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.
19. Firm shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
20. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision

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

21. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must 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 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.
22. 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, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; 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.
23. Contractor acknowledges that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.
24. 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.
25. Copeland "Anti-Kickback" Act
Contractor and any Subcontractors performing work under the Contract shall comply with 18 U.S.C. § 874 which provides that each contractor or sub recipient 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. Unit shall report all suspected or reported violations to Treasury.

Contract Part V
Original RFP-2023-17
Proposal from H2O Partners, Inc.



RFP# 2023-17

REQUEST FOR PROPOSALS
for Consultant/Firm to provide a
Multi-jurisdiction Hazard Mitigation
Action Plan Update
For Gregg County, Texas

PROPOSAL DUE DATE:

By 2:00pm Wednesday, August 30, 2023

*Gregg County Purchasing Office
101 East Methvin Street, Suite 205
Longview, Texas 75601*

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This Table of Contents is intended as an aid to bidders and not as a comprehensive listing of the RFP package. Respondents are responsible for reading the entire bid package and complying with all specifications.

GREGG COUNTY, TEXAS REQUEST FOR PROPOSALS

In accordance with the Laws of the State of the Texas, Gregg County is seeking sealed proposals for a consultant/firm to provide a Multi-jurisdictional Hazard Mitigation Action Plan Update for Gregg County, Texas.

SEALED PROPOSALS addressed to the Purchasing Agent for Gregg County, Texas must be received in the Purchasing Department at, 101 East Methvin, Suite 205, Longview, Texas 75601 not later than 2:00 p.m. on Wednesday, August 30, 2023 for the following:

Consultant/Firm to provide a Multi-jurisdiction Hazard Mitigation Action Plan Update *For Gregg County, Texas*

Solicitation documents are now posted on the Gregg County Website www.co.gregg.tx.us on the Purchasing Department webpage. Please click on the ***Current Bids Tab*** to download the RFP document. Only paper responses are allowed for this RFP; facsimiles will not be accepted. Paper documents may also be obtained from the office of the Purchasing Agent.

All documents relating to this Request for Proposal including but not limited to, the RFP document, questions and their responses, addenda and special notices will be posted on the Gregg County Purchasing Department website under the ***addendums tab*** and available for download by bidders and other interested parties. *It is the bidders'/respondents' sole responsibility to review this site and retrieve all related documents prior to the Bid due date.*

PROPOSAL INSTRUCTIONS

- ❖ **Submission of Proposals:** Respondent shall submit (2) sets of proposals documents one with original signatures and one copy. Respondents shall also submit one flash drive (jump, thumb) with a copy of proposal. **All shall be sealed and marked RFP# 2023-17 Hazard Mitigation Update for Gregg County, Texas** and mailed/hand delivered to the address below by the closing date specified. **A facsimile transmission is not an acceptable response to this RFP Process and will not be considered.**

Gregg County Purchasing
Kelli Davis, NIGP-CPP, CPPB
Purchasing Agent
101 East Methvin, St. 205
Longview, Texas 75601

- ❖ Questions concerning this sealed process shall be directed to Gregg County Purchasing Director by email to purchasing@co.gregg.tx.us; Kelli Davis. Failure to comply with this guideline could result in disqualification.
- ❖ **All proposals must be sealed** when returned to Gregg County.
- ❖ RESPONSES WILL BE received and publicly acknowledged at the Gregg County Purchasing Department located at the address listed above on **Wednesday, August 30, 2023 by 2:00PM**. Vendors, their representatives and interested persons may be present; only the names of the vendors who submitted a response will be read aloud – all information will remain confidential until a contract is awarded; if any.
- ❖ It is the Respondents sole responsibility to print and review all pages of the RFP document, attachments, questions and their answers, addenda and special notices. Failure to provide original signature on these forms could render statement non-responsive.
- ❖ Any Proposals received after the date and/or hour set for RFP opening will not be accepted. The late Respondent will be notified and will advise Gregg County Purchasing as to the disposition by either pick up, return at bidder's expense, or destroyed with written authorization.
- ❖ If responses are sent by mail to the Purchasing Department, the Respondent shall be responsible for actual delivery of the RFP to the Purchasing Department before the advertised date and hour for opening of bids. If mail is delayed either in the postal service or in the internal mail system of Gregg County beyond the date and hour set for the RFP opening, proposals thus delayed will not be considered and will be disposed of as authorized.
- ❖ Respondents are encouraged to review this entire Request for Proposal Packet (RFP). All questions regarding this RFP must be in writing and sent by email to Purchasing Agent Kelli Davis at kelli.davis@co.gregg.tx.us or by fax to 903-237-2682. Contact with other personnel of the county other than the Purchasing Agent regarding the Request for Proposals may be grounds for elimination from the selection process. **Deadline for submitting questions is Friday, August 25, 2023 by 5:00PM**

TERMS AND CONDITIONS

DISCLOSURE OF CERTAIN RELATIONSHIPS: Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Gregg County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed as defined in Section 176.006, Texas Local Government Code. A person commits an offense if the person violates Section 176.006, Texas Local Government Code. An offense under this section is a Class "C" misdemeanor. A copy of the law is available at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. The forms for reporting are available at <http://www.ethics.state.tx.us/forms/CIQ.pdf>.

DISCLOSURE OF INTERESTED PARTIES: In compliance with Section 2252.908 of the Texas Government Code, Gregg County Commissioners Court may not enter into a contract with a business entity as a result of acceptance or award of this solicitation unless the business entity submits a disclosure of interested parties form as required by this statute. Notification will be given to the business entity recommended for award upon which the business entity will be required to submit the completed form prior to award. A copy of this law is available at <http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.2252.htm>. The on-line form is available at https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm. The Definitions are included in Chapter 46, Ethics Commission Rules: <https://www.ethics.state.tx.us/tec/1295Info.htm>.

PROHIBITION OF CONTRACT WITH CERTAIN COMPANIES:

Vendors/Contractors/Providers must be in compliance with the provisions of §2252.152 and §2252.153 of the Texas Government Code, which states in part, contracts with companies engaged in business with Iran, Sudan, or Foreign Terrorist Organizations are prohibited. A governmental entity may not enter into a contract with any company listed on the Comptroller of the State of Texas website identified under Section 806.051 or Section 2253.253, which do business with Iran, Sudan or any Foreign Terrorist Organization. By submitting a signed response to this request, contractor verified to Lubbock County that it is not on any such list.

CHAPTER 2270 VERIFICATION: Gregg County is legally prohibited from contracting for goods and services unless the contract contains written verification from the contractor that it does not, and will not during the term of the contract boycott Israel as described in Texas Government Code §808.001(1). By submitting a response to this request, the respondent is affirming compliance with Chapter 2270 of the Texas Government Code.

SUSPENSION AND DEBARMENT - This RFP and contract as a result of this RFP is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The contractor must comply with 2 C.F.R. Part 180, subpart C and 2C.F.R. Part 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 recipient/subrecipient/applicant). If it is later

determined that the contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to (insert name of recipient/sub recipient/applicant), 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. Part 180, subpart C and 2 C.F.R. Part 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.” Respondent certifies that at the time of submission of its proposal, Respondent was not on the federal government’s list of suspended, ineligible, or debarred contractors and that Respondent has not been placed on this list between the time of its proposal submission and the time of execution of the Contract. If Respondent is placed on this list during the term of the Contract, Respondent shall notify the Gregg County Director of Purchasing. False certification or failure to notify may result in termination of the Contract for default. Must have an Active SAMs registration.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) REQUIREMENTS: Gregg County hereby notifies all Proposers that in regard to any contract entered into pursuant to this RFP, Disadvantaged Business Enterprises (DBE’s) will be afforded equal opportunities to submit Proposals and will not be discriminated against on the grounds of race, color, sex, disability, or national origin in consideration of an award.

HISTORICALLY UNDERUTILIZED BUSINESS/DISADVANTAGED BUSINESS ENTERPRISES: The County is committed to ensuring that Historically Underutilized Businesses (HUB), Disadvantaged Business Enterprises (DBE), Small Business Enterprises (SBE), Minority, and Women-owned Business Enterprises (MWBE) receive a fair and equal opportunity for participation in Gregg County’s Procurement Process,

CLEAN AIR ACT – By submitting a response to this RFP the contractor/consultant/firm agrees and certifies 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. The contractor agrees to report each violation to the (insert name of non-federal entity entering into the contract) and understands and agrees that the (insert name of the nonfederal entity entering into the contract) will, in turn, report each violation as required to 40 42 U.S.C. §§ 7401-7671q. This also includes all applicable standards, orders, or regulations issued pursuant to the Clean Air Act. 41 33 U.S.C. §§ 1251-1387, as amended. 42 2 C.F.R. Part 200, Appendix II, § G. Contract Provisions Guide 20 assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.

FEDERAL WATER POLLUTION CONTROL ACT - By submitting a response to this RFP the contractor/consultant/firm agrees and certifies to comply with all applicable standards, orders, or regulations issued pursuant to the federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq. The contractor agrees to report each violation to the (insert name of the non-federal entity entering into the contract) and understands and agrees that the (insert name of the nonfederal entity entering into the contract) will, in turn, report each violation as required to assure notification

to the (insert name of the pass-through entity, if applicable), Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with federal assistance provided by FEMA.”

TERM: Any contract resulting from this RFP shall be effective for the duration of the development and writing of the updated Hazard Mitigation Plan and until the acceptance of the Hazard Mitigation Plan by FEMA.

TITLE VI NOTICE/ NONDISCRIMINATION: By submitting a Proposal, the Respondent certifies that it will comply with the following nondiscrimination statutes and their implementing regulations. Title VI of the Civil Rights Act of 1964, as amended (78 Stat.252, 42 U.S.C. §§2000d to 2000d-4) provides that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance. Title VI has been broadened by related statutes, regulations, and executive orders as found in Appendices “A” through “E” as delineated in the USDOT Standard Title VI/Non-Discrimination Assurances- Specific Assurances to prohibit discrimination on other grounds including, but not limited to, religion, sex, age, and disability.

CONTRACTS SUBJECT TO FEDERAL AWARD:

The procurement standards of 2 CFR, Part 200, including, but not limited to 2 CFR 200.317-200.326, address the County’s requirements as a non-Federal entity, in regards to contracts it enters into that are subject to federal award. Pursuant to 2 CFR 200.236, the County, as a non-Federal entity, is required to include into contracts subject to federal award, the applicable provisions and contract clauses described in Appendix II to 2 CFR 200, (Contract Provisions for non-Federal Entity Contracts Under Federal Awards). In addition, should the County’s contracts under Federal award be subject to assistance from the Federal Emergency Management Agency (FEMA), FEMA requires the inclusion of contract terms in addition to those under Appendix II to 2 CFR 200.

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

COPELAND ANTI-KICKBACK ACT - The Copeland "Anti-Kickback" Act prohibits workers on construction contracts from giving up wages that they are owed.²⁴ Additional requirements are listed below, and relevant definitions are at 29 C.F.R. § 3.2. The applicable implementing regulations are intended to assist with enforcement of the Davis-Bacon Act’s minimum wage provisions as well as various statutes with similar minimum wage provisions for federally assisted construction.

TERMINATION - Gregg 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 Gregg'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 voluntarily or involuntary bankruptcy or receivership proceedings or make an assignment to the benefit of creditors, County of Gregg 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 here under shall not be affected by any previous waiver, forbearance of course of dealing. Time is of the essence thereof.

EQUAL EMPLOYMENT

- 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(6), 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 .
- c. 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, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: 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 U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042 Page 8 of 25 www.fema.gov/procurement-disaster-assistance-team To Table of Contents 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 consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) 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.

(5) 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.

(6) 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 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.

(7) 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 U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042 Page 9 of 25 www.fema.gov/procurement-disaster-assistance-team To Table of Contents authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will

take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: 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. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, That if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042 Page 10 of 25 www.fema.gov/procurement-disaster-assistance-team To Table of Contents contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

ACCESS TO RECORDS. The following access to records requirements apply to this contract:

- (1) The Contractor agrees to provide (insert name of state agency or local or Indian tribal government), (Gregg County, Texas), the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the 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 Administrator or U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042 Page 23 of 25

www.fema.gov/procurement-disaster-assistance-team To Table of Contents his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

(4) In compliance with the Disaster Recovery Act of 2018, the County of Gregg and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States. 2. CHANGES a. Standard. To be eligible for FEMA assistance under the non-Federal entity's FEMA 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. b. Applicability. FEMA 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

SCOPE OF WORK

PROJECT OVERVIEW:

Gregg County is issuing this RFP seeking a firm/consultant with expertise in Hazard Mitigation Action Planning for the purpose of updating the 2018 Gregg County Hazard Mitigation Action Plan for the County and participating Gregg County governmental entities. The Plan shall be in compliant with the criteria set forth in the following non-exclusive list: (Not all may apply)

- Public Law 93-288, as amended (Stafford Act)
- 44 CFR, Emergency Management and Assistance
- Disaster Mitigation Act of 2000
- OMB Regulations 2 CFR, Grant and Agreements
- Executive Order 11988, Floodplain Management
- Executive Order 11990, Protection of Wetlands
- Executive Order 12372, Intergovernmental Review of Programs and Activities
- Executive Order 12549, Debarment and Suspension
- Executive Order 12612, Federalism
- Executive Order 12699, Seismic Design
- Executive Order 12898, Environmental Justice
- Coastal Barrier Resources Act, Public Law 97-348
- Single Audit Act, Public Law 98-502
- Sandy Recovery Improvement Act publications
- 16 U.S.C. § 470, National Historic Preservation Act
- 16 U.S.C. § 1531, Endangered Species Act References
- FEMA program publications, guidance and policies
- Required Contract Clauses for Contracts Under Federal Award
- CFR 200, Appendix II & FEMA

The purpose of the Gregg County Multi-Jurisdictional Hazard Mitigation Action Plan is to provide an update of the 2018 Hazard Mitigation Plan that meets the requirements of and is approved by FEMA, so as to ensure that the following entities/partners are eligible for future hazard mitigation funding:

1. Gregg County
2. Clarksville City
3. City of Easton
4. City of Gladewater
5. City of Kilgore
6. City of Lakeport
7. City of Longview
8. City of White Oak
9. East Texas County of Governments

The plan updated must ensure the following:

- The plan shall meet or exceed the Final Rule for Local Mitigation Plans found in 44 C.F.R § 201.6.
- It is highly recommended that technical assistance be provided to the sub-recipient throughout the plan development process.
- The natural hazards assessed by the plan, at minimum, must be coordinated with the current FEMA-approved version of the State Hazard Mitigation Plan.
- The plan shall be submitted to FEMA for review and approval following State Hazard Mitigation Officer review and concurrence that the plan meets 44 C.F.R § 201.6.
- The firm shall utilize the Local Mitigation Planning Handbook as well as the Local Mitigation Plan Review Guide as guidance documents for developing the plan.
- The firm shall review and use the Local Mitigation Plan Review Tool, found in the Local Mitigation Plan Review Guide as a reference during the drafting of the plan, to ensure that the plan is completed correctly. A completed and accurate Local Mitigation Plan Review Tool must be submitted to the recipient and FEMA when a review is requested.
- The firm must be aware that each jurisdiction seeking approval of the plan must meet all requirements of 44 C.F.R § 201.6 to receive continued eligibility for FEMA mitigation grant programs.

The selected consultant will provide services to complete the following services (included but not limited to):

- A. Organize and lead the hazard mitigation planning team.
- B. Comprehensive review of all existing documents related to HMP.
- C. Facilitate and document input from the public, neighboring communities, and local and elected officials, agencies and other organizations.
- D. Research, develop and write and update 2018 Gregg County Hazard Mitigation Action Plan. Draft all applicable annexes and appendices.
- E. Work with the County to develop/update the maps needed to accompany the plan.
- F. The consultant will develop, update and maintain a project timeline, and provide monthly progress reports to the County Emergency Management Coordinator.
- G. Facilitate up to three meetings with County staff, external stakeholders, and response partners to include:
 - Public Meeting-Presentation of community-wide hazards, vulnerabilities, and consequences (Damage Estimates)
 - Core Planning Team – Presentation of the Updated Draft Plan
- H. The plan update shall be developed in accordance with the following guidance:
 - FEMA’S Local Multi-Hazard Mitigation Planning Guidance
 - FEMA’s Using Benefit-Cost Review in Mitigation Planning: State and Local Mitigation Planning

- Any additional State or Federal laws, standards, or requirements not specifically listed herein.

I. The plan update must include:

- Documentation of the planning process used to develop the plan, including how it was prepared, who was involved in the process and how the public was involved.
- A risk assessment which provides the factual basis for activities proposed in the strategy to reduce loss from identified hazards. The plan update must assess risk for the County as a whole and the risks faced by the individual cities, which are participating in the plan. The Risk assessment must include:
 - An updated description of the type, location and extent of all natural hazards that can affect Gregg County and the cities within Gregg County.
 - Updated Historical information on previous occurrences of hazard events and the probability of future hazard events.
 - An updated description Gregg County's vulnerability to the hazards. This update should include an overall summary of each hazard and its impact on the individual cities within Gregg County.
 - Update the mitigation strategy that provides the blueprint for reducing the potential losses identified in the risk assessment, based on existing authorities, policies, programs and resources, and its ability to expand on and improve these existing tools.
 - Update mitigation goals to reduce or avoid long-term vulnerabilities to the identified hazards.
 - The updated action plan should describe how the identified actions will be prioritized implemented and administered by the County and the individual jurisdictions.

J. The plan update must include an updated plan for maintenance process which provides:

- Update description of the method and schedule for monitoring, evaluating and updating the mitigation plan within a five-year cycle.
- The plan update must include documentation that the plan has been formally adopted by the governing body of the jurisdiction requesting approval of the plan (County Commissioners, City Council, or other local jurisdiction governing boards.)

K. Review the updated draft document with designated County staff and Texas Emergency Management Agency staff for compliance with applicable state and federal laws, regulations, and standards and correct any deficiencies.

L. Complete all revisions of draft as necessary.

M. The vendor will facilitate the submittal of the updated plan to Texas State Hazard Mitigation Officer for initial review and coordination. (FEMA)

N. The vendor must make any changes to the plan as specified in the Texas HMO and FEMA review Processes.

O. Final revised plan shall be written to a standard which will be capable of being approved by the Federal Emergency Management Agency when submitted by Gregg County.

P. Final revised plan shall be compliant with 44 CFR 201.6 (Local Mitigation Plans) and CPG 101.

Q. The final revised plan shall be provided to County Emergency Management Staff as one (1) electronic, editable copy in Microsoft Word format (version to be approved by County) and ten (10) hard copies no later than the last day of the Project Schedule deadline.

R. The vendor will prepare the plan for adoption by Gregg County and the cities within Gregg County.

S. The updated mitigation plan will include all required elements, as defined in the FEMA Local Mitigation Plan Review Guide. The plan will meet or exceed the Final rule for local mitigation planning found in 44 CFR, Section 201.6, in order to be approved by FEMA. In addition, the natural hazards assessed in the plan will coordinate with the current FEMA - approved State of Texas hazard Mitigation Plan and will adequately address all natural hazards with any probability of occurrence in the County. The County's floodplain administrator, emergency management coordinator, county engineer, GIS administrator, and others as needed will serve as points of contact and local subject matter experts for the consultant.

T. Plan Adoption: adoption and approval phases by local and state government, and FEMA.

- The Gregg County Attorney will provide a legal review of the updated drafts and final copy law to ensure compliance with all required laws, statutes and regulations
- The updated plan will be submitted for State review, and recommendation prior to adoption.
- Upon recommendation from TDEM, the County and participating municipalities will adopt the plan.
- The adopted plan will be submitted for FEMA review and approval

U. Project Schedule

The selected vendor shall:

- Provide an updated draft report for comment 120 days after award of contract.
- Provide a final report with addressed comments 210 days after contract award.

V. Additional Deliverables

- A non-proprietary database to contain all the data collected.
- Provide 10 hard copies of the final draft plan and all data collected.

PROPOSAL SUBMISSION REQUIREMENTS

Qualified Respondents interested in responding to this RFP should include the following information along with your submission. All information should be current within the past twenty four (24) months. **The Respondent shall submit responses in the order listed below.**

Prepare a table of contents for the response being submitted and label in the following order.

A. Firm Qualifications and Experience

- ✓ Include company name, address and contact information.
- ✓ Include the history and size of the company.
- ✓ Include name and title of the person authorized to contractually obligate company with response and future negotiations; if any.
- ✓ Include any lawsuit information the firm has been involved in the last five (5) years.
- ✓ Provide a listing of all county government clients during the last three years.
- ✓ Provide any additional information that would demonstrate your companies experience and competence in providing the services requested.

B. Qualifications and Experience of Staff Assigned to Project (if awarded)

- ✓ Technical ability and experience, including proof of plans written/updated and approved by other localities and Texas Department of Emergency Management demonstrating compliance with public policy.
- ✓ Identify the responsible probable staff that will be working on this project.
- ✓ Include resumes for each staff member and experience working on Hazard Mitigation Action Plans

C. References & Recommendations

List of three recent clients where similar services with FEMA and hazard mitigation plans were performed or updated, including organization name, contact information (including e-mail and phone number), description of work performed, and dates of service.

D. Forms & Documents

- ✓ Include completed forms as required in this RFP document including Exhibit B completed FEMA Form
- ✓ Include insurance certificate and or a statement from your insurer verifying your insurance coverages.

E. Detailed Price Proposal

- ✓ Provide all fee's associated to the cost of updating Gregg County's Hazard Mitigation Plan.
- ✓ Fee estimates and actual billing are to be itemized
- ✓ Detail hourly billing rates for all level of personnel planning to work on this project
- ✓ Detail milestone payment requests
- ✓ Detail extra fees such as travel, supplies
- ✓ Combine for a total fee

EVAULATION CRITERIA AND PROCESS

After public opening of submissions, an evaluation committee will score and rank the returns based on the criteria listed below. After a short list has been determined, the committee may interview some or all of the top ranked firms. The Respondent(s) with the highest scores may be invited to prepare a Best and Final Offer for consideration by the evaluation committee. The evaluation committee will determine the most highly qualified firm based on the information submitted and will begin contract negotiations. If a contract cannot be negotiated with the highest ranked firm then the County will formally end negotiations and will notify the second ranked firm for negotiation, and so on. Gregg County reserves the right at its sole discretion to determine if pursuing contract negotiations in in the best interest of the County. The County is under no obligation to pursue contract negotiations.

During the evaluation process the county may at its discretion, request one or all of the firms to make oral presentations. The County also reserves the right to request additional information or clarifications from proposers or to allow corrections of errors or omissions as deemed in the best interest of the County. Gregg County reserves the right at its sole discretion to determine if presentations are in the best interest of the county and is under no obligation to request presentations from all Respondents. Gregg County reserves the right to request presentations from one or all firms.

Gregg County reserves the right at its sole discretion to determine the process for proposal evaluation and may elect to accelerate the evaluation process by combining or eliminating any or all of the evaluation phases. Gregg County reserves the right without prejudice to reject any or all submittals to this RFP.

Evaluation Criteria

1. Qualifications and Experience of the Respondent and Team	35 points
2. References and Recommendations	15 points
3. RFP Instructions Compliance Forms (include insurance certificate)	15 points
4. Fee/Price	35 points

Required Forms

COMPLIANCE WITH FEDERAL AND STATE LAWS

CERTIFICATION OF ELIGIBILITY

By submitting a Proposal in response to this solicitation, the Respondent certifies that at the time of submission, they are not on the Federal Government's list of suspended, ineligible, or debarred entities. In the event of placement on list between the time of Proposal submission and time of award, the Respondent will notify Gregg County Purchasing Agent. Failure to do so may result in terminating this contract for default.

RELATING TO STATE CONTRACTS WITH AND INVESTMENTS IN COMPANIES THAT BOYCOTT ISRAEL AND INVESTMENTS IN COMPANIES THAT DO BUSINESS WITH IRAN, SUDAN, OR ANY OTHER FOREIGN TERRORIST ORGANIZATIONS.

Effective September 1, 2017, Respondent verifies that they do not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is defined by Texas Government Code Section 808.001, effective September 1, 2017. Respondent further verifies that they are not engaged in business with Iran, Sudan, or any foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

DISCLOSURE OF INTERESTED PARTIES

The law states that a governmental entity may not enter into certain contracts with a non-exempt business entity unless the business submits a disclosure of interested parties to the governmental entity. By submitting a Bid in response to this solicitation, the Respondent agrees to comply with HB 1295, Government Code 2252.908. Respondent agrees to provide Gregg County Purchasing Agent, and/or requesting department, the "Certificate of Interested Parties," Form 1295 as required, within **ten (10)** business days from notification of pending award, renewal, amended or extended contract.

FEMA CONTRACT PROVISIONS/FORMS

By submitting a Proposal in response to this solicitation, the Respondent certifies that they have read the FEMA Contract Provisions located in Exhibit C and Exhibit D agrees to all FEMA Contract requirements and provisions for Federal Awards.

Signature: _____ **Date:** _____

Printed Name: _____

RFP SIGNATURE FORM

The undersigned, on behalf of and as the authorized representative of Respondent, agrees this Proposal becomes the property of Gregg County after the official opening.

The undersigned affirms the Respondent has familiarized itself with the local conditions under which the work is to be performed; satisfied itself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a proposal.

The undersigned agrees, on behalf of Respondent, that if this Proposal is accepted, to furnish all materials and services upon which price(s) are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Proposal will be (90) calendar days.

The undersigned affirms that they are duly authorized to execute this contract, that this Proposal has not been prepared in collusion with any other Respondent, nor any employee of Gregg County, and that the contents of this Proposal have not been communicated to any other Respondent or to any employee of Gregg County prior to the official opening of this Proposal.

Respondent hereby assigns to Gregg County all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this solicitation. ***Failure to sign and return this form will result in the rejection of the entire Proposal.***

Signature: _____ **Date:** _____

LEGAL NAME AND ADDRESS OF RESPONDENT:

Name _____ Title _____

Tel. No. _____ Email: _____

Address: _____

COMPANY IS:

Business included in a Corporate Income Tax Return? YES NO

Corporation organized & existing under the laws of the State of _____

Partnership consisting of _____

Individual trading as _____

Principal offices are in the city of _____

To: Vendors of Gregg County, Texas
From: Kelli L. Davis, CPPB, Purchasing Agent
Re: ***Conflict of Interest Form (CIQ)***

Vendor;

Below, please find link below to a Conflict of Interest Questionnaire. Please complete this form if you have a conflict of interest with any Gregg County Official, Employee, or Department. The questionnaire should reflect the name of the individual with whom the conflict of interest occurs. If you have any questions regarding compliance with Chapter 176 of the Texas Local Government Code, please consult your legal representative. Compliance is the responsibility of each individual, business, agent or representative who is subject to the law's filing requirements.

<http://www.ethics.state.tx.us/forms/CIQ.pdf>

Original completed forms should be filed with the County Clerk's Office and a copy sent to the Gregg County Purchasing Department either through RFP return, fax, or email. Please see contact information below.

Gregg County Clerk

Gregg County Courthouse
101 East Methvin, St. 200
Longview, Texas 75601
Ph; 903-236-8430

Gregg County Purchasing Department

Email: purchasing@co.gregg.tx.us
Ph: 903-237-2684
Fx: 903-237-2682

Applicable Law

Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Gregg County (County Clerk) no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Texas Local Government Code.



Gregg County Purchasing Department
Kelli L. Davis, CPPB, CPP Purchasing Agent
101 E. Methvin St., Suite 205, Longview, Texas 75601
Phone (903) 237-2684 Fax (903) 237-2682 purchasing@co.gregg.tx.us

August 09, 2023

To: Longview News-Journal

From: Kelli L. Davis, CPPB, CPP

Subject: Advertisement RFP# 2023-17 Consultant/Firm to provide a Hazard Mitigation Action Plan Update for Gregg County, Texas

Please run the following ad on Wednesday, August 16, 2023 and Wednesday, August 23, 2023 in the Longview-News Journal.

PUBLIC NOTICE

Sealed proposals will be received by the County Purchasing Agent, Kelli Davis at the Purchasing Department, at 101 E. Methvin St., Suite 205, Longview, TX 75601, on Wednesday, August 30, 2023 by 2:00 PM for RFP No. 2023-17 Consultant/Firm to provide a Hazard Mitigation Action Plan Update for Gregg County, Texas. Late proposals will not be accepted. Specifications will be available on Wednesday, August 16, 2023 by visiting www.co.gregg.tx.us on the Purchasing Department web page, or request by e-mail at purchasing@co.gregg.tx.us or by calling (903)-237-2684. Payment will be made after items have been received in accordance with award. Vendors must bid unit costs, but may offer lump sum discounts. Gregg County reserves the right to accept or reject in whole or in part any RFP received and to waive any irregularities or formalities in the best interest of Gregg County.



PROPOSAL FOR:

Gregg County, Texas

Request for Proposals 2023-17

Multi-Jurisdiction Hazard Mitigation Action Plan Update

September 13, 2023

Submitted to:

Gregg County

Attn: Kelli Davis, Purchasing Agent
101 East Methvin, St. 205
Longview, TX 75601

Submitted by:

H2O Partners, Inc.

Contact: Julie Wickert
260 Addie Roy Road, Suite #150
Austin, Texas 78746



September 8, 2023

Gregg County Purchasing Department
Kelli Davis, NIGP-CPP, CPPB, Purchasing Agent
101 East Methvin, St. 205
Longview, TX 75601

Re: Request for Proposal 2023 - 17 – Multi-Jurisdiction Hazard Mitigation Action Plan Update

Dear Ms. Davis,

Gregg County seeks an experienced, knowledgeable consultant to develop the County's Multi-Jurisdiction Hazard Mitigation Action Plan Update. A leading Texas Hazard Mitigation consultant since 2001, H2O Partners is pleased to submit the following response to the Request for Proposal referenced above. Our mission is to build and improve upon communities' capability to prepare for, respond to, recover from, and mitigate natural disasters with a tailored, flexible, and cost-effective approach.

In selecting H2O Partners, Gregg County is assured of a comprehensive, efficient, and inclusive planning process. Our team has developed Hazard Mitigation Action 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 that serve **more than 1,000 jurisdictions**, including nearby Dallas, Denton, Grayson, Kaufman, and Rockwall Counties. Our dedicated mitigation team is known throughout Texas for making the planning process easy and effective. We offer our commitment to perform all needed services according to an agreed-upon timeframe.

Certified as a Historically Underutilized Business (HUB), H2O Partners has the experience and capacity to provide all specified services. Your primary point of contact for communications regarding this proposal is Julie Wickert, Business Development Manager, jwickert@h2opartnersusa.com, 512-221-4831.

As Vice President of the firm, I am authorized to legally bind H2O Partners, Inc. I offer the commitment of the H2O team to fulfill all contract requirements in a timely, professional manner. Thank you for the opportunity to participate in this procurement.

Sincerely,

A handwritten signature in blue ink that reads "Eric Howard". The signature is fluid and cursive, with a large, stylized "E" and "H".

Eric Howard, Vice President

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Confidentiality Statement

This proposal, including without limitation all pages and attachments, includes data that is proprietary and competitively sensitive, and contains trade secrets of H2O Partners, Inc. ("H2O"). This proposal is submitted with the understanding that it shall not be duplicated, used, or disclosed, in whole or in part for any purpose other than to evaluate this proposal, in compliance with applicable laws and regulations. Any unauthorized release of this proposal will cause H2O substantial competitive harm. Nothing herein shall restrict the customer from duplicating or using this proposal or the information contained herein for purposes of proposal evaluation.

A. FIRM QUALIFICATIONS AND EXPERIENCE

Company Information

Hazard Mitigation planning serves as a vital foundation for saving lives and protecting property from the effects of natural hazards. H2O Partners is a leading Hazard Mitigation planning firm with a reputation for efficiency in producing compliant, comprehensive, practical Plans that optimize future funding opportunities. H2O's unwavering focus on disaster mitigation and recovery makes us a valuable partner in Hazard Mitigation Action Plan Updates. We are pleased to submit the following proposal in response to RFP #2023-17 and look forward to potentially working with Gregg County on this project and in the future.

Below is the requested information about our firm:

Company Name:	H2O Partners, Inc.
Company Address:	260 Addie Roy Road, Suite 150, Austin, TX 78746
Point of Contact for Any Inquiries Regarding this Proposal:	Julie Wickert, Business Development Manager
Contact Email:	jwickert@h2opartnersusa.com
Contact Phone:	512-221-4831

Company History and Size

Headquartered in Austin, Texas, H2O Partners, Inc. was founded in 2001 by Jo Ann Howard, former National Flood Insurance Program (NFIP) Administrator at FEMA. H2O Partners is an industry-leading corporation with expertise in hazard mitigation action planning as well as disaster recovery, grant management, outreach, and training. Our mission is to build and improve upon our clients' capability to prepare for, respond to, recover from, and mitigate natural disasters with a tailored, flexible, and cost-effective approach. A federally certified Woman-Owned Small Business (WOSB) and Texas-certified Historically Underutilized Business (HUB), H2O currently has 34 employees located in Austin, TX and 55 employees nationwide.

H2O Partners has been providing HMAPs for governmental agencies for over 20 years. Our staff has developed Hazard Mitigation Action Plans and Plan Updates since the implementation of the Disaster Mitigation Act of 2000 with a **100 percent success rate** obtaining FEMA approval. We

Why H2O Partners?

- Experience developing Hazard Mitigation Plan and Plan Updates that serve more than 1,000 Texas jurisdictions
- 100 percent success rate obtaining FEMA approval of Hazard Mitigation Plans
- Recently completed Texas' statewide Hazard Mitigation Plan compliant with new FEMA guidance

have developed Plans for **more than 1,000 Texas jurisdictions**, including nearby Denton County, Dallas County, Rockwall County, and Kaufman County. In 2022, the Texas Division of Emergency Management (TDEM) selected H2O Partners to produce the State of Texas' Plan. Previously, mitigation experts at H2O Partners assisted FEMA in developing the updated FEMA Review Tool. We would welcome the opportunity to put our knowledge and experience to work on behalf of Gregg County and its participating jurisdictions.

In 2022, through a highly competitive process, **TDEM selected H2O Partners as its Hazard Mitigation planning consultant** to develop the State of Texas Hazard Mitigation Action Plan. This recently completed statewide Plan included all new FEMA requirements, and it **passed FEMA review with flying colors**. The only required revisions were minor edits needed for clarification; the H2O team completed these in 3 business days.

Our experts know Hazard Mitigation Action Planning; Hazard Mitigation Assistance (HMA) grant development and management including the Hazard Mitigation Grant Program (HMGP); Community Development Block Grants for Disaster Recovery and Mitigation (CDBG-DR/CDBG-MIT); FEMA's Public Assistance (PA) program; GIS mapping; construction management; environmental regulatory compliance; outreach and training; the NFIP; and floodplain management and administration. We have established successful, productive working relationships with the Texas Division of Emergency Management (TDEM) and FEMA. Our experience working with these agencies contributes to our clients' success in obtaining prompt approval for their Hazard Mitigation Action Plans (HMAPs).

Person Authorized to Contractually Obligate the Company

H2O Partners' Vice President, Eric Howard, is authorized to contractually obligate H2O Partners, including all services outlined in RFP #2023-17. He can be contacted by email at eric@h2opartnersusa.com or by phone at (512)-940-9300.

Lawsuit Information for the Past Five (5) Years

H2O Partners has not been involved in a lawsuit in the last five years.

Previous County Government Clients

H2O Partners greatly values the relationships built as we work side-by-side with clients to develop Hazard Mitigation Action Plans and Plan Updates that address the specific risks and vulnerabilities they face. We are honored that once clients work with H2O Partners, they tend to return for multiple engagements with us. We invite the County to speak with the emergency management professionals listed as references to confirm the quality of H2O Partners' work.

H2O Partners has completed services for either Hazard Mitigation Plans, Plan Updates, or planning grant administration for the following county government clients in the last three (3) years, as well as the State of Texas:

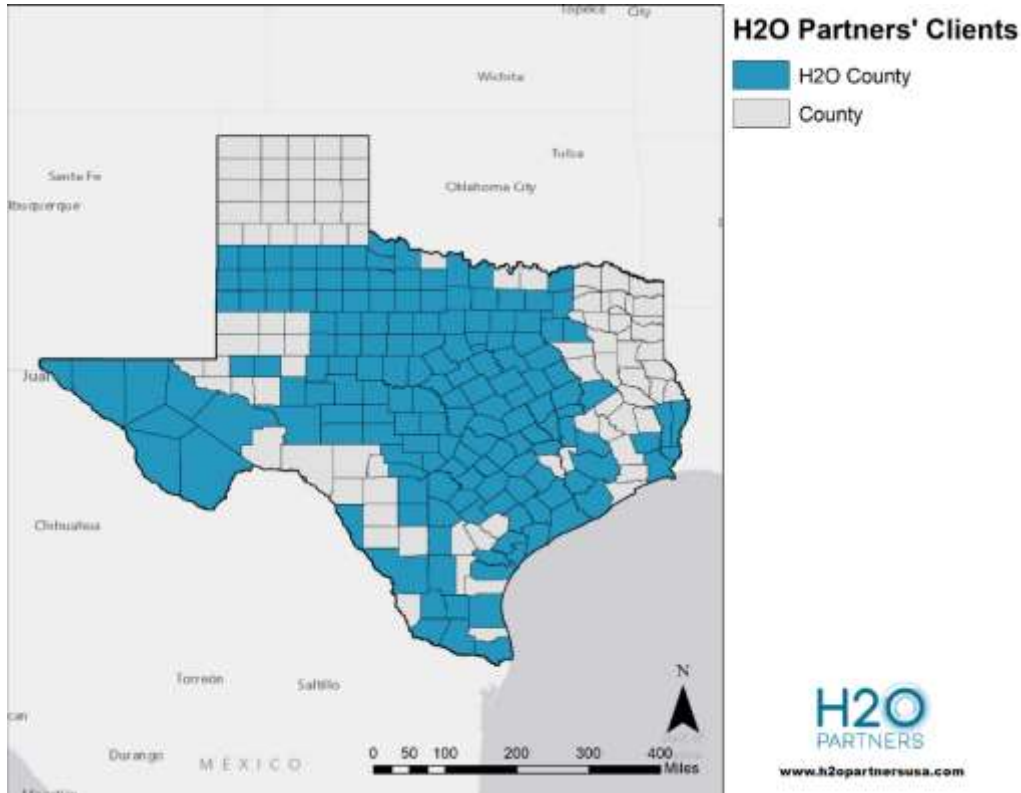
- Bastrop County, TX
- Caldwell County, TX
- Cameron County, TX
- Central Texas Council of Governments (Bell County, Hamilton County, Lampasas County, Mills County)
- Chemung County, NY
- Dallas County, TX
- Denton County, TX
- El Paso County, TX
- Fayette County, TX
- Grayson County, TX
- Guadalupe County, TX
- Hidalgo County, TX
- Houston County, TX
- Kendall County, TX
- Lavaca County, TX
- Lubbock County, TX
- Ontario County, NY
- Tom Green County, TX
- Travis County, TX
- Van Zandt County, TX
- Victoria County, TX
- Wichita County, TX

In addition to the Counties above, H2O Partners has worked with cities, councils of governments, river authorities, stakeholder groups, and school districts all over the State of Texas since our formation in 2001.

Our team is known for an efficient planning process that incorporates best practices and Texas-local knowledge. Large-scale or single-entity, each Hazard Mitigation Plan we develop represents comprehensive outreach and engagement; thorough analysis of each jurisdiction’s capabilities, risks, and vulnerabilities; and actionable, practical mitigation actions that minimize the community’s susceptibility to hazards.

H2O Partners’ expert mitigation planning team will work closely with Gregg County staff to create high-quality Mitigation Actions that directly correlate with the County’s unique hazard risks to improve funding probability. We are ready to work alongside local officials to create a comprehensive Plan that best positions Gregg County to access needed funds. The following map illustrates the counties H2O Partners serves in our home state.

Shaded counties represent recent or active clients for whom H2O has provided Hazard Mitigation planning or Hazard Mitigation Grant Management services:



A list of past entities for which H2O Partners has provided Hazard Mitigation Planning or Grant Services is included below:

H2O Partners Hazard Mitigation Planning Examples

State Agencies	
Texas Division of Emergency Management (TDEM)	
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

Stakeholder Groups		
Texas Tech University Texas A&M International University	Port of Freeport, TX M.D. Anderson Cancer Center	
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 Grayson County, TX Ontario County, NY	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 Pass, TX City of Richmond, TX City of Ingleside, TX City of Houston, TX Hidalgo County, TX Bastrop County, TX	Lubbock County, TX Brooks County, TX Duval 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 Harrison County, MS Lavaca County, TX Van Zandt County, TX Dallas County, TX Rockwall County, TX Kendall County, TX El Paso County, TX Denton County, TX Fayette County, TX Wichita County, TX
School Districts		
Scurry-Rosser ISD Condra School	Austin ISD Rockwall ISD	Sam Rayburn ISD

Company Experience and Competence in Services

In addition to providing communities with Hazard Mitigation planning services, H2O Partners has gained insight into the most practical and effective mitigation projects through the management of FEMA Public Assistance (PA) and Hazard Mitigation Assistance (HMA) programs on behalf of local and state governments. These include the New York State Governor’s Office of Storm Recovery, the Texas Division of Emergency Management, and the New Mexico Department of Homeland Security and Emergency Preparedness. This work includes the review, management, and closeout of projects totaling more than \$1 billion dollars.

H2O's broader participation in the following FEMA and state program areas has instilled an in-depth understanding of what makes a compliant, effective Hazard Mitigation Action Plan:

- Providing guidance on NFIP compliance for Community Rating System (CRS) participation;
- Managing disaster recovery and Public Assistance programs on behalf of local communities and states;
- Developing and Managing FEMA HMA projects at the local, state, and federal levels;
- Assisting the Hazard Mitigation Technical Assistance Program (HMTAP) in developing enhanced floodplain management standards and review of HMGP applications; and
- Reviewing CDBG Mitigation (CDBG-MIT) applications for eligibility and managing CDBG-MIT and Disaster Recovery projects at the state level;
- Providing high-level Stafford Act policy guidance, technical assistance, training, and workflow improvements at the local, state, and federal levels.
- 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 2, 3, and 6;
- Assisting the Hazard Mitigation Technical Assistance Program (HMTAP) in developing enhanced floodplain management standards and review of HMGP applications
- Creating and conducting nationwide NFIP training for insurance agents, lenders, and claims adjusters.

B. QUALIFICATIONS AND EXPERIENCE OF STAFF ASSIGNED TO PROJECT

Technical Ability and Experience

Hazard Mitigation planning is central to the services H2O Partners provides. In selecting H2O Partners, Gregg County is assured that its HMAP Update will gain FEMA approval within the agreed-upon timeframe. Since the implementation of the Disaster Mitigation Act of 2000, H2O Partners has developed 101 separate mitigation plans in Texas, covering 163 of the state's 254 counties. All HMAPs and Plan Updates we produce attain FEMA approval, often with few to no revisions required. Our references provided in **Section C** can attest to our qualifications and competence in achieving approval for our Hazard Mitigation Action Plans.

Gregg County can rely on the highly qualified personnel H2O proposes to complete this project. Under the direction of Project Manager Heather Ferrara, this cohesive team has a successful track record of working collaboratively with each other and each jurisdiction to produce timely, accurate Hazard Mitigation Plan Updates. Team member skills are summarized in the following table.

Proposed Team Areas of Specialization	Hazard Mitigation Planning	Mitigation Grant Development	Project Management	Mitigation Outreach	GIS
Heather Ferrara, MCP	X	X	X	X	X
Rhonda Murphy, CFM	X		X	X	
Amy Carr, AICP	X		X	X	X
Heidi Watson, M.S.	X	X	X	X	
Stevie-Ann O'Donnell, MSW	X	X		X	
Daniel White, M.S.	X				X

Links to H2O-Produced Plans

Below are links to additional Plans that we have completed as proof of Plans approved:

- [Bastrop County TX 2022 Plan Update](#)
- [El Paso County TX 2021 Plan](#)
- [Cameron County TX 2021 Plan Update](#)
- [City of Austin TX 2021 Plan Update](#)
- [Kendall County TX 2022 Plan Update](#)

Our experienced Mitigation Team, led by Project Manager Heather Ferrara, continuously monitors FEMA requirements for Hazard Mitigation Plans, and we make certain that our planning efforts are aligned with the latest FEMA guidance. For example, FEMA’s latest guidelines went into effect in April 2023, and our team has already submitted four Hazard Mitigation Action Plans under these new guidelines, including the State of Texas Plan. Four of the Plans have been reviewed and approved by TDEM, with only one of the plans needing minimal revisions. FEMA required minor revisions on the State Plan and one of the jurisdictional plans; however, they met all of the new FEMA requirements with no revisions needed. The last plan, submitted earlier this month, is currently under review with the State.

Technical Approach to Developing Gregg County’s HMAP

H2O Partners’ technical approach demonstrates the technical ability and experience of our Mitigation Team. In close coordination with County leadership, H2O Partners’ technically skilled, experienced team will develop a Plan that complies with all the requirements set forth in RFP #2023-17, including those related to the timeline for completion. The Plan will include all required elements, as defined in the FEMA Local Mitigation Planning Policy Guide (April 2023). It will meet or exceed the Final rule for local mitigation planning found in 44 CFR, Section 201 and will attain FEMA approval and meet the guidelines issued by TDEM.

Engaging local stakeholders early in the planning process, H2O will work with community leaders and residents to assess natural hazards that coordinate with the current FEMA-approved State of Texas Hazard Mitigation Plan. We will look to the County’s floodplain administrator, emergency management coordinator, county engineer, GIS administrator, and others as needed for local subject matter expertise. The Plan will adequately address all natural hazards with any probability of occurrence in Gregg County, including flood, drought, and wildfires.

Gregg County will benefit from our unique, client-based approach, which includes:

Established management methodology. H2O applies an established methodology to our management of deliverables. Tailored to the specific needs of each client engagement, our proven approach ensures on-target quality and timeliness of all deliverables at each project stage, allowing us to consistently exceed customer expectations.

Disciplined quality assurance practices. For each phase in the planning process, a technical reviewer validates that all data received from the planning team is incorporated into the Plan and that the Plan meets all requirements for *quality, accuracy, and compliance with specifications*. Rigorous quality assurance reviews result in Plans that require few or no revisions, thus moving efficiently through the review process.

Broad disaster mitigation and recovery perspective. Gregg County stands to benefit from H2O’s in-depth experience not just as a leading Hazard Mitigation Planning consultant but as a subject matter expert with boots-on-the-ground experience in many other aspects of the mitigation and recovery landscape. Our broad experience enables us to guide our clients to take advantage of cost-effective mitigation measures, including discount programs such as FEMA’s Community Rating System (CRS).

Client partnership approach. We view each client engagement as a long-term partnership. We provide hands-on client service, managing the planning process through official approval. We remain an on-call resource, available to assist with technical questions and to update you on new grant programs and best practices.

The following diagram represents H2O Partners’ flexible, proven methodology:



Established methodology. H2O Partners will tailor our phased methodology to meet Gregg County’s needs, providing hands-on service from kickoff through Plan adoption.

In developing a Hazard Mitigation Action Plan Update, H2O Partners:

- Establishes an open and collaborative planning process and facilitates planning meetings;
- Identifies and assesses natural and human-caused hazards that threaten the area;
- Profiles hazards based on their severity of impact, frequency of occurrence, seasonal patterns, warning time, and cascading potential;
- Using Geographic Information Systems-based analyses (ArcGIS), conducts an inventory of populations, buildings, critical and special facilities and commercial facilities at risk;
- Estimates probability of occurrence and potential dollar losses from hazards;
- Develops the 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;
- Obtains State and FEMA Plan approval; and
- Assists in the Plan adoption process.

The Plan Update will fulfill the requirements specified in the RFP Scope and will comply with all applicable regulations. It will include the identification of stakeholders, public participation, risk assessment, hazard identification, and mitigation actions for Gregg County and its participating jurisdictions of Clarksville City and the Cities of Easton, Gladewater, Kilgore, Lakeport, Longview, and Whiteoak, and the East Texas Council of Governments.

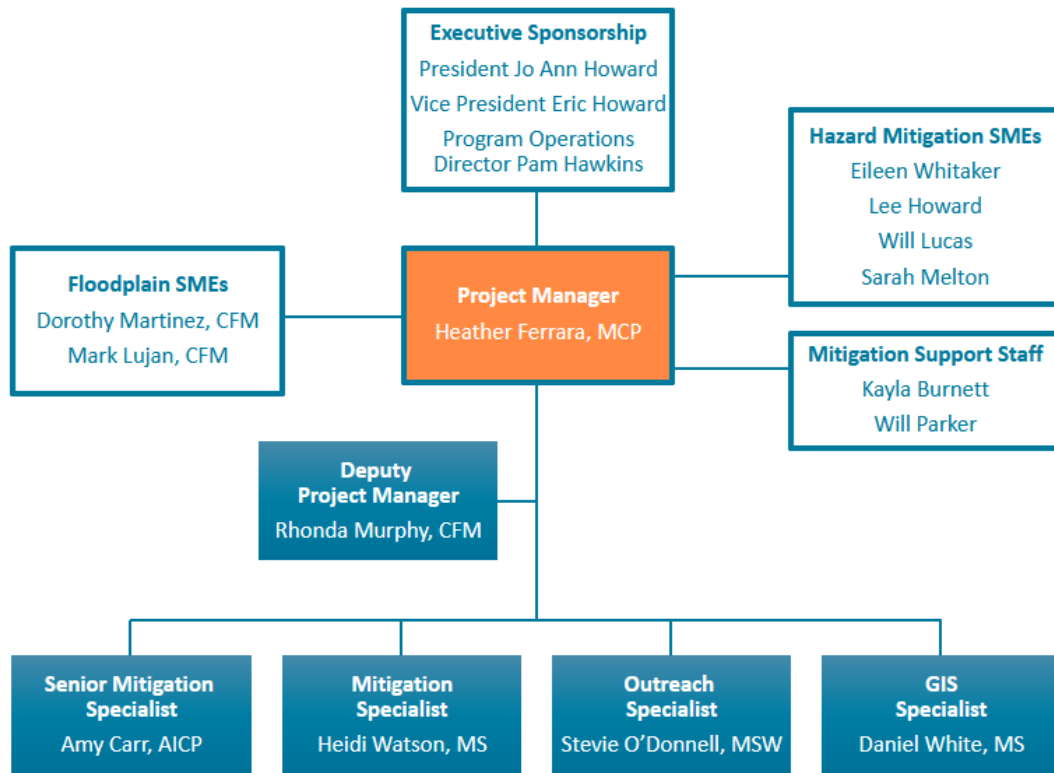
Proposed Staff

H2O Partners has the experience, organizational capacity, and financial stability to reliably deliver on all contract obligations for Gregg County’s Hazard Mitigation Action Plan Update. Expert and professional H2O staff will perform all tasks, providing technical assistance and attending all required meetings.

We have allocated ample resources and are ready to begin work on the planning process immediately upon signing a contract with Gregg County. Having developed Hazard Mitigation Action Plans and Plan Updates throughout FEMA Region 6, the staff at H2O Partners is intimately familiar with TDEM and FEMA guidelines and regulations.

Below is an organizational chart for the proposed team structure. Led by Project Manager Heather Ferrara, the core H2O Partners Hazard Mitigation Team assigned to Gregg County’s

HMAP Update project receives support from our executive team, subject matter experts (SMEs), and support personnel.



Strong Team Structure. H2O Partners proposes a robust, experienced team with ample oversight from Project Manager Heather Ferrara.

H2O Partners has assigned its core team of six dedicated Hazard Mitigation planning staff members to Gregg County’s project. Proposed Project Manager Heather Ferrara is a sought-after hazard mitigation expert with more than 12 years’ experience leading mitigation planning projects serving more than 550 jurisdictions. With a Master of Community Planning degree, Ms. Ferrara will serve as Gregg County’s primary point of contact throughout the project. Responsible for fulfilling all project requirements, Ms. Ferrara will directly supervise all team members, providing oversight, guidance, technical assistance, and quality control. All proposed personnel are employees of H2O. No subcontractors or consultants are necessary for the proposed project implementation.

Our Hazard Mitigation team receives support and oversight from H2O Partners’ executive team, including President Jo Ann Howard, Vice President Eric Howard, and Program Operations Director Pam Hawkins. This executive team monitors project quality and progress and ensures ample resources successful project completion. Additionally, Gregg County’s HMAP Update will be supported by subject matter experts (SMEs) with specializations as Certified Floodplain Managers and Hazard Mitigation professionals.

Resumes for Key Personnel

Resumes for proposed key staff and support personnel (Certified Floodplain Managers and Hazard Mitigation subject matter experts) are included on the following pages.

HEATHER FERRARA, MCP
Project Manager

EDUCATION

Master of Community Planning, Auburn University
Bachelor of Arts, Studio Art, University of Alabama at Birmingham

TECHNICAL SPECIALTIES

Alabama APA Conference, 2011
Benefit Cost Analysis Course, L276
Local Mitigation Planning G-318, 2017

AFFILIATIONS

Natural Hazard Mitigation Association (NHMA)
National Emergency Management Association (NEMA)
American Planning Association (APA)
American Planning Association, Texas Division

Heather Ferrara holds a Master of Community Planning degree from Auburn University, is certified in ArcGIS, and has managed multi-jurisdictional mitigation plans and plan updates throughout Texas. Ms. Ferrara has developed and managed HMGP and PDM grants for planning and structural projects for communities in Alabama, California, New York, and Texas. She has performed multiple risk assessments using HAZUS-MH, ArcGIS, and other statistical analysis tools. As Project Manager, Ms. Ferrara provides oversight, management, technical assistance, and quality control. She is well versed in the Stafford Act having overseen the development of Hazard Mitigation Action Plans and Plan Updates for more than 550 jurisdictions. Additionally, Ms. Ferrara has developed and managed PDM and HMGP grants totaling over \$10 million. She is adept at coordinating with TDEM and FEMA and recently received both state and federal approval on a Plan for the City of San Antonio in under two months.

HIGHLIGHTS

- Extensive experience 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
- Adept using Geographic Informational Systems (GIS)

RELEVANT EXPERIENCE

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

Oversees, develops, and produces hazard mitigation plans and plan updates. Develops and administrates Hazard Mitigation Grant Program (HMGP) and Pre-Disaster Mitigation (PDM, now BRIC) applications. Involved in the planning process on all plans; has corresponded with 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 councils of governments.

Oversees team's submission and approval of plans and development of HMGP and PDM applications and management of successful grant projects. 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. Oversaw and submitted quarterly reports, reimbursement requests, amendments and change requests, and all other project administration requirements Responsible for conducting correspondence with FEMA Region 6 and TDEM.

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

Provided technical assistance and conducted thorough quality assurance reviews of HMPs to assist communities with fulfilling FEMA requirements. Corresponded with communities on behalf of the State; served as a liaison between communities and FEMA in providing technical assistance to communities. Assisted with plans: 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.

Previous Experience

Prior to the above experience, Ms. Ferrara acted as grant manager for Crockett ISD, Latexo ISD, and Woodsboro ISD

RHONDA MURPHY, CFM
Deputy Project Manager

EDUCATION

Bachelor of Arts, Marketing,
Texas Woman’s University

JFO Middle Managers

Association of State
Floodplain Managers,
Certified Floodplain
Manager

OFFICE LOCATION

Lewisville, Texas (Austin,
Texas Headquarters)

AFFILIATIONS

Texas Floodplain Managers
Association (TFMA)

Natural Hazard Mitigation
Association (NHMA)

Association of State
Floodplain Managers
(ASFPM)

Rhonda Murphy brings more than 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 6.

HIGHLIGHTS

- Administration and monitoring of FEMA Public Assistance and Hazard Mitigation Grant Programs Projects
- Providing project management on complex, technical projects
- Developed emergency management policy, 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
- Policy compliance and grant management assistance to states, countries, and municipalities
- Extensive knowledge of 44 CFR, the Stafford Act, and FEMA policy guidance

RELEVANT EXPERIENCE

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

Assists with the development and production of all hazard mitigation plans and plan updates; corresponded with 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, 2017 –Present

Provided project management for outreach project for Harris County, Texas. Disseminates highly technical risk information to communities as part of overall Disaster Risk Reduction.

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

Provided technical assistance; conducted thorough initial reviews of the Hazard Mitigation Plans to assist communities with fulfilling FEMA requirements. Conducted technical assistance calls with local communities. Responsible for communicating with local communities throughout the review process. Hazard mitigation plan review and technical assistance for the following jurisdictions: Village of Cloudcroft. Lea County, Santa Fe County, Los Alamos County, City of Alamogordo, and Socorro County.

Previous Experience

Ms. Murphy brings a wealth of experience to her tenure at H2O. Highlights of her previous experience include:

- Mitigation Planning, FEMA Risk MAP Program, 2015 – 2016
- Subject Matter Expert (SME), New Mexico Hazard Mitigation Grant Program (HMGP), 2014 – 2015
- New Mexico Flood Disaster Information and Risk Analysis Report, 2013
- Mitigation Planning Coordinator, Region 6, 2009 – 2013
- Pre-Disaster Mitigation National Technical Review, 2010 – 2011
- Hazard Mitigation Grant Program Specialist, FEMA, Eastern Territorial Closeout Team, 1998 – 2001
- Hazard Mitigation Grant Program Specialist, FEMA Region 6, 1995 – 1998
- Hazard Mitigation Grant Program Specialist, North Carolina Division of Emergency Management (NCDDEM), 1997

AMY CARR, AICP
Senior Mitigation Specialist

EDUCATION

Master of Urban and Regional Planning, University of Colorado Denver

Bachelor of Arts Urban Studies (Concentration in Urban Planning), College of Charleston South Carolina

CERTIFICATIONS

American Institute of Certified Planners, #32749

ICS-100 Introduction to Incident Command

IS-700 National Incident Management System (NIMS)

ICS-200 ICS for Single Resources and Initial Action Incident

IS-800 National Response Framework

ICS-300 Intermediate ICS for Expanding Incidents

AFFILIATIONS

American Planning Association (APA)

RELEVANT EXPERIENCE

Senior Mitigation Planner, H2O Partners, October 2022 – Present

Responsible for the development and review of Hazard Mitigation Plans for single and multi-jurisdictional communities. Ensure Hazard Mitigation Plans meet FEMA requirements. Facilitate community meetings and workshops for hazard mitigation. Assist with all aspects of the mitigation planning process. Conduct outreach with 29 counties for the Texas General Land Office (GLO) River Basin Flood Study project.

Amy Carr has a Master of Urban and Regional Planning degree and an undergraduate degree in urban studies with a concentration in urban planning. Knowledgeable in land use and experienced in mitigation planning, Ms. Carr has written more than 30 FEMA-approved Hazard Mitigation Plans. Her responsibilities have included drafting and reviewing Plan sections, documenting the planning process, developing public outreach materials, surveys, and other materials, facilitating stakeholder and committee meetings, and related duties.

HIGHLIGHTS

- Knowledgeable in Disaster Mitigation Act of 2000 requirements
- Hazard risk research and mitigation planning experience
- ArcGIS familiarity
- Presented *Fluvial Hazard Zone Model Land Use Regulation* to the Colorado Association of Stormwater and Floodplain Managers (September 2019)
- Presented *Hazard Mitigation Strategies for Historic Properties* to the City of Manitou Springs Historic Preservation Commission (May 2017)

Lead Hazard Mitigation Planner, Wood E&IS, April 2018 - October 2022

- Wrote and updated more than 30 FEMA approved Hazard Mitigation Plans
- Responsible for documenting planning process
- Developed public outreach materials, surveys, handouts, and data collection guides
- Facilitated stakeholder and committee meetings (virtual and in-person)
- Assisted in the development of a Safety and Damage Assessment Plan, San Jose, CA
- Assisted in the development of an AAR for COVID-19 response in Broomfield, CO

Planner I, Arapahoe County, August 2017 – April 2018

- Served as case manager for current development projects
- Facilitated Pre-submittal and Comment Review Meetings
- Utilized Land Development Code, Comprehensive Plan, and associated plans in the review of development projects
- Rewrote section of Land Development Code to be up to date with state statutes
- Assisted members of the public with questions about their property and the planning processes

HEIDI WATSON, MS
Mitigation Specialist

EDUCATION

Master of Science,
Emergency Disaster
Preparedness Management,
Elmira College

Bachelor of Science,
Meteorology, Pennsylvania
State University

**CREDENTIALS/TRAINING
FEMA/EMI COURSES**

Incident Command System
(ICS) – Various Course

National Incident
Management System

National Response
Framework

TDEM Mitigation Training
Benefit Cost Analysis (BCA)

FEMA eGrants System

TDEM DPS Grant System

AFFILIATIONS

Natural Hazard Mitigation
Association (NHMA)

National Emergency
Management Association
(NEMA)

American Planning
Association (APA)

RELEVANT EXPERIENCE

Mitigation Associate, H2O Partners, 2015 – Present

Responsible for the development and review of plans for single and multi-jurisdictional communities including the City of Houston. Worked closely with state and federal agencies, legislative entities, business and nonprofit groups, and various community groups to facilitate community meetings and workshops for hazard mitigation. Oversaw the development and management of HMA grants, including reviewing requests for reimbursements, conducting

Heidi Watson has a Master of Science degree in Emergency Disaster Preparedness Management and extensive experience in disaster recovery at the local, state, and federal levels. 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. She provides technical assistance and is adept at detailed plan writing and editing in the development and review of HMGP grants, Plans, and Plan Updates. Further, Ms. Watson assists 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.

HIGHLIGHTS

- Skilled in coordinating with various regulatory entities, sub-contractors and local stakeholders while providing project management on complex, technical projects.
- 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

compliance and procurement reviews, conducting scope of work changes, and overseeing projects to closes-out. Performed environmental site assessments, conducted, and reviewed Benefit-Cost Analysis, and conducted pre-construction, interim, and final site inspections. In addition, Ms. Watson provided assistance through the Hazard Mitigation Technical Assistance Program (HMTAP) to communities applying for HM grant after Hurricane Harvey, working directly with sub applicants on the development of their application for grants totaling more than \$15.6 million.

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

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. Provided project management; funds management; policy compliance; and outreach to FEMA, TDEM and sub-grantees throughout the state.

Previous Experience

Previously, Ms. Watson served as a Grant Monitor for Tioga County, New York, and Village of Owego, New York.

STEVIE-ANN O'DONNELL, MSW
Outreach Specialist

EDUCATION

Master of Social Work,
Fordham University, New York
City, NY

Bachelor of Science,
Psychology, SUNY Cortland,
Cortland, New York

TECHNICAL SPECIALITIES

Disaster Relief Grant Program
Software

Federal and State Disaster
Management Grants

CDBG-DR Program

FEMA PA Program

Stevie-Ann O'Donnell is a Licensed Social Worker (New York) with a Master of Social Work degree. Familiar with federal and state disaster management grants and proficient in disaster relief grant program software, Ms. O'Donnell specializes in providing relief services to communities and individuals impacted by natural disasters. Ms. O'Donnell started with H2O as a Team Lead with the Governor's Office of Storm Recovery in the CDBG-DR Rehabilitation and Recovery program which worked directly with 28 impacted counties, with her primary role in the Upstate New York Region overseeing 4 case managers who worked directly with homeowners impacted by the qualifying storm events. In March of 2021, Ms. O'Donnell transferred to the Mitigation Department as the Mitigation Outreach Coordinator. With a degree and license as a NYS Social Worker, Ms. O'Donnell has worked on 18 Hazard Mitigation Plans within the State of Texas, plus Ontario County, New York and has been the primary point of contact for over 278 jurisdictions. As the outreach coordinator, Ms. O'Donnell develops all planning grant applications, having worked on 6 planning grants, 4 of which she is in the process of managing through the review process, which incorporates an additional 32 jurisdictions. Ms. O'Donnell also assists in writing the Plans as they relate to the documentation that is collected during the planning process and information that is shared due to her direct relationship with the clients.

HIGHLIGHTS

- Exceptional track record engaging stakeholders through outreach and follow-up
- Former Grant Monitor for Tioga County and Village of Owego, New York
- Post-Hurricane Sandy assistance to power authority in managing FEMA PA compliance and close-out
- Familiar with disaster management grants
- Proficient in disaster relief grant program software

RELEVANT EXPERIENCE

Project Specialist, H2O Partners, 2014 – Present

Ms. O'Donnell assists in Hazard Mitigation Planning and engages planning teams, steering committees, stakeholders, and the public through a disciplined outreach process. As Project Specialist for the PSEG/LIPA Public Assistance Program following Hurricane Sandy, Ms. O'Donnell assists in the quality control portion of the program, audits contractors to ensure billing procedures and items are within contractual and federal guidelines; maintains an active role in preparing for closeout procedures and ensuring proper documentation is completed within designated project deadlines. In addition, Ms. O'Donnell assists with Hazard Mitigation Planning by being the Outreach Lead. She conducts outreach to the planning teams, stakeholders, and general public during the planning process.

Team Lead, Governor's Office of Storm Recovery, 2014 – 2016 (through H2O)

In the aftermath of Hurricane Sandy, Ms. O'Donnell oversaw a team of six case managers and maintained a case load assisting clients from eligibility review through verification of benefits, construction phase, and closeout proceedings. She attended policy calls to discuss procedures and protocol to continue to move the program and office toward project milestones and deadlines and assisted in program wide trainings on new policies and amendments within program procedures.

Previous Experience

Served as Grant Monitor for Tioga County, New York, and Village of Owego, New York.

DANIEL WHITE, MS
GIS Specialist

EDUCATION

Master of Science,
Geospatial Information
Sciences, University of
Texas Dallas

Bachelor of Arts,
Criminology, University of
Texas at Dallas

Academic Excellence
Scholarships (Full tuition
and stipend)

OFFICE LOCATION

McKinney, Texas (Austin,
Texas Headquarters)

AFFILIATIONS

Natural Hazards Mitigation
Association (NHMA)

National Emergency
Management Association
(NEMA)

American Planning
Association (APA)

Daniel White has a Master of Science 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. 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.

HIGHLIGHTS

- 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)

RELEVANT EXPERIENCE

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

Responsibilities include:

- Conducting correspondence with applicants, state agencies, and FEMA
- Creating Hazard Mitigation Plans 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 Risk MAP and incorporating into GIS distribution tool

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

Created 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. Served as 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.

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

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 fulfill internal and external requests.

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

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-Present)

Created and continue to 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.

DOROTHY MARTÍNEZ, ANFI, CFM
Senior Program Manager

EDUCATION

Western International University, Associate of Arts in Business

OFFICE LOCATION

Katy, Texas (Austin, Texas Headquarters)

CREDENTIALS

Associate in National Flood Insurance (ANFI), national designation earned in 2011
Certified Floodplain Manager (CFM), national designation earned in 2003

LANGUAGES

English
Spanish

Dorothy Martinez has served as Project Manager for the National Flood Insurance Program (NFIP) Stakeholder Education and Training Development and Delivery Services Contract since 2015. Ms. Martinez is the principal liaison between the client and stakeholder groups; she has been instrumental in establishing strategic direction and planning to fulfill contract requirements, allocating resources among tasks, ensuring contract compliance, reporting, budget administration, resource planning, and measurement of outcomes.

Mrs. Martinez has produced and presented many NFIP webinars and conducts training in addition to her management duties. She is a widely recognized NFIP Subject Matter Expert on floodplain management, flood insurance, disaster assistance, and coastal rating issues. Ms. Martinez is regularly sought to serve as an NFIP subject matter expert facilitator or speaker at the National Flood Conference (NFC), the Association of State Floodplain Managers (ASFPM) national conference, banking, insurance, and floodplain industry state and local conferences. She participates as a flood insurance subject matter expert on the ASFPM Certified Floodplain Manager (CFM) Exam Work Group, reviewing and validating questions on the national exam.

HIGHLIGHTS

- NFIP subject matter expert on flood plain management, flood insurance, disaster assistance, and coastal rating issues
- More than 20 years providing successful delivery of contract deliverables under FEMA contracts

RELEVANT EXPERIENCE

Project Manager, H2O Partners (2015 – Present)

- National Flood Insurance Program (NFIP) Stakeholder Education, Training Development and Delivery Services contract HSFE60-14-F-0035/HSE60-17-F-0013

Subject Matter Expert/Trainer, H2O Partners (2008 – 2015)

- NFIP Training Contract HSFEHQ-08-1566/HSFE60-12-F-0040

Regional Manager, NFIP Bureau and Statistical Agent (FEMA Contractor), Computer Sciences Corporation (2006 – 2008)

- National Flood Insurance Program Region VI

Program Specialist, NFIP Bureau and Statistical Agent (FEMA Contractor), Computer Sciences Corporation (1995 - 2006)

- National Flood Insurance Program Region VI

MARK LUJAN, ANFI, CFM
Training and Communications Manager

EDUCATION

American Military University,
Management (2019)
American Military University,
Emergency Management
(2011)

Mark Lujan is an experienced insurance professional with strong leadership and relationship-building skills. In addition, a results-focused manager, offering 17 years of progressive leadership experience. Transforms high-potential employees into outstanding leaders who demonstrate the innovation and knowledge that is critical to the success of the organization.

OFFICE LOCATION

Austin, Texas

HIGHLIGHTS

- Managed the Hurricane Sandy NFIP claims review in Washington DC, which led to the congressionally mandated Homeowner Flood Insurance Affordability Act of 2014 (HFIAA)
- Deputy Hazard Mitigation Branch Director for flood disasters throughout Region VI
- Executed integrated advertising campaign across multiple media channels
- Served as municipal representative for various state and county wide flood insurance meetings

CREDENTIALS

Associate in National Flood
Insurance (ANFI)
Certified Floodplain
Manager (CFM)

AFFILIATIONS

National Emergency
Management Association
(NEMA)
American Water Works
Association (AWWA)
American Public Works
Association (APWA)
Mississippi Center for
Technology Transfer

RELEVANT EXPERIENCE

Training and Communications Manager, H2O Partners (2018 - Current)

Contracted through FEMA to provide high-level training efforts for the National Flood Insurance Program (NFIP), including classroom and webinars; Assist in development of training materials for various NFIP courses.

Sr. Regional Insurance Specialist, Federal Emergency Management Agency (2013 – 2018)

Responsible for managing the National Flood Insurance Program (NFIP) for FEMA Region VI (AR, LA, OK, NM and TX). Developed marketing strategies to increase policy counts and to also ensure the policyholders are obtaining the most accurate rate/premium structure; Managed the Hurricane Sandy NFIP claims review in Washington DC, which led to the congressionally mandated Homeowner Flood Insurance Affordability Act of 2014 (HFIAA). Deputy Hazard

Mitigation Branch Director for flood disasters throughout Region VI. Oversee the NFIP efforts for the disaster, including supervising the mitigation insurance specialists that are deployed.

Regional Manager, URS Corp. (2008 - 2013)

Managed the FEMA/NFIP contract for Region VI. Managed team of professionals to accomplish goals. Drafted action plans and led meetings with department executives to review project status and proposed changes. Executed integrated advertising campaign across multiple media channels. Developed slideshows and other forms of media to present project progress to the executive team. Monitored team progress and enforced deadlines. Implemented outreach strategies for local FEMA offices. Serves as municipal representative for various state and county wide flood insurance meetings

National Flood Insurance Specialist/Trainer, Computer Sciences Corporation (2006 – 2008)

Developed training program for specific, assigned job tasks, including flood insurance and project management; presented and clearly explained insurance policy options to clients based on their needs and goals; Conducted small group and individual activities based on differentiated learning needs. Drafted quarterly reports for management review.

Senior Underwriter, Assurant Specialty Property (2003 – 2006)

EILEEN WHITAKER

Grant Coordinator

MILITARY BACKGROUND

Retired Senior Non-Commissioned Officer, US Air Force

TRAINING/EXPERTISE

FEMA IS-318 course: Mitigation Planning for Local and Tribal Communities

Multiple grant administration courses

HMGP and BRIC grant application review and technical support

Knowledgeable in procurement requirements

State of Texas Grants Management System (GMS)

OFFICE LOCATION

Austin, Texas

Eileen Whitaker brings to her role significant experience with mitigation grant program compliance and administration. She has more than 14 years of experience with mitigation grant experience. This includes reviewing, evaluating, writing, and managing grants for public sector accounts across Texas and other states. She has received extensive training from FEMA over her career in multiple hazard mitigation topics including Mitigation Planning for Local and Tribal Communities and Grant Administration courses. Ms. Whitaker has overseen multiple projects for local governments and specializes in quarterly reporting.

HIGHLIGHTS

- More than 14 years' mitigation grant experience
- Extensive FEMA training in hazard mitigation topics
- Coordination with local governments and consultants – overseeing projects and collecting quarterly reports
- Retired from US Air Force

RELEVANT EXPERIENCE

Grant Coordinator, H2O Partners (2022 – Present)

Assists H2O Partners clients with grant compliance and administration. Supports Hazard Mitigation Team with research, editing and administrative tasks.

Mitigation/Grant Coordinator, Texas Division of Emergency Management (TDEM) / Texas Department of Public Safety (2019-2022)

Reviewed RFIs for FEMA compliance and to assess project eligibility. Wrote RFIs for State. Reviewed local Hazard Mitigation Action Plans. Supported administration of Pre-Disaster Mitigation (PDM) Grant Program, reviewing applications, compiling State applications for submission to FEMA along with sub-applicant files, producing award letters, processing payment requests, gathering and submitting quarterly reports. Performed site inspections for PDM and HMGP programs. As closeout team lead, completed more than 150 projects for more

than eight disaster grants in just six months. Trained new employees in hazard mitigation and the use of the TDEM grant management system.

Provided hazard mitigation training at the TDEM Emergency Management Conference. Conducted kickoff meetings with jurisdictions after award of projects to ensure stakeholders understood all project requirements. Briefed entities on hazard mitigation project eligibility and conducted joint meetings with FEMA to explain TDEM and FEMA requirements. Helped jurisdictions prepare applications for projects and plans. Prepared scope of work modifications/time extension requests for submission to FEMA. Submitted HMGP projects to FEMA, including inputting and submitting projects in the National Emergency Management Information System (NEMIS). Prepared submission letters for State Hazard Mitigation Officer's signature, coordinating FEMA review. Ran Individual safe room projects at the recipient level, ensuring all sub-recipients understood what items were needed and validating payment eligibility.

Technical Operations Officer – State Operations Center, Texas DPS / TDEM (2003 - 2008)

Collected information on natural disaster events such as wildfires, flooding, and similar; produced reports. Managed Amber Alert/Silver Alert system – compiled and disseminated information. Prepared State of Texas Situation Reports for fires, hurricanes, and other events.

Administrative Assistant – Preparedness Section, Texas DPS / TDEM (1999 - 2003)

Compiled and reviewed Emergency Management Performance Grants against changing requirements; sought any missing information. Collected and reviewed semi-annual reports.

LEE HOWARD
Senior Grant Specialist

EDUCATION

Bachelor of Fine Arts,
University of Texas at Austin
Associate Degree in Culinary
Arts, Culinary Institute of
America

OFFICE LOCATION

Austin, Texas Headquarters

SKILLS

Training in Flood
Determinations for
Mandatory Purchase of
Flood Insurance by lender
Board Member, H2O
Partners (2017 – Current)

Mr. Howard is a public sector and private industry professional management, strategic planning, financial analysis, and reporting. He has demonstrated focus on continual improvement with a record of driving positive changes that streamline processes, reduce costs, and enhance quality. Mr. Howard provides efficient and measurable achievement of key program deliverables with consistency, quality, effectiveness, innovation, while increasing process improvement and stakeholder coordination.

HIGHLIGHTS

- Owner/Operator of Multi-unit Franchise Company with 15 locations with sales over \$20 million annually. COO for all business operations and equipment buys
- CFO for national accounts and contracts for Restaurant chain in 3 states. Responsible for accounting for all franchises.
- Responsible for designing and delivering training of management staff in all facets of business operations.
- Designed physical layouts of restaurants in 15 locations; designed written materials for advertising and promotions; created, designed and executed business concepts.
- Skilled at public outreach and communication with features in newspapers, business journals and television in the greater Washington D.C/Baltimore area. Served on Executive Board of Maryland Association of Restaurants and was featured speaker at meetings.
- Hired, trained and managed staff of more than 100 employees in all areas of operations; developed benefit packages and salaries and decisions on staffing.

RELEVANT EXPERIENCE

Grant Manager Specialist, H2O Partners, Inc. (2019 - Present)

- Scored, Eligibility Reviewed and currently Manage HUD CDBG Mitigation Grants for the Texas General Land Office (GLO) for the 2015 Floods, 2016 Floods, Hurricane Harvey, 2018 Storms and 2019 Disasters totaling over \$7.2 billion.
- Beneficiary Review of CDBG Grant Applicants.
- Project Service Area Review of CDBG Grant Applicants.

- Reviewed grant applications for FEMA grants, including Hazard Mitigation Grants, CDBG matches for HMGP grants, reviewed Benefit/Cost Analyses and Stafford Act Public Assistance Reasonable Cost Evaluations.

Owner/Franchisor, Urban Bar-B-Que Systems (2013 - 2019)

- Responsible for creating, designing, and running a Multi-Unit Franchise Company of 15 locations in the District of Columbia, Maryland, and Virginia with sales over \$20 million
- Identified, developed, trained, and managed Franchisees in the operation of Urban Bar-B-Que.
- Responsible for National Accounts and Contracts

Owner/Operator, Urban Bar-B-Que Systems (2003 - 2019)

- Responsible for creating, designing, and running of a Fast-Casual Restaurant concept with multiple locations with sales over \$8 million
- Managed all aspects of Day-to-Day operations including Human Resources, Accounting, Training, Culinary, Front -of-House
- Reviewed by Washington Post, Washingtonian Magazine, Bethesda Magazine, The Gazette Newspaper, The City Paper, GAYOT Online,
- As seen on WETA Neighborhood Eats, Comcast Sportsnight
- Washington Post Magazine TOP 50 Restaurants 2004, 2005
- Washington Post 50 Things Every Washingtonian Must Eat – Soul Rolls
- Washingtonian Magazine Best Bargain Selection 2005, 2006
- Multiple Awards for Bar-B-Que, Chili, Wings and Burgers

Flood Determination Associate, First American Flood Determination Company (1993 - 1994)

- Responsible for geolocating properties for Special Flood Hazard Areas for Mandatory Purchase of Flood Insurance.

WILL LUCAS

Associate Mitigation Planner

EDUCATION

B.A. Emergency and Disaster Management, American Public University

OFFICE LOCATION

Austin, Texas

CERTIFICATIONS

FEMA – Basic Agent Tutorial

FEMA – Adjuster-Customer Service Certificate

FEMA – Flood Claims Certificate

FEMA – Commercial Claims Certificate

FEMA – Incident Command System

FEMA – Continuity of Operations Planning

FEMA – Mass Care – Emergency Assistance

William Lucas is experienced working with various stakeholders and local, state, and Federal agencies in the field of disaster recovery, mitigation, and resiliency. Utilizing program knowledge and experience with a variety of cross-cutting Federal regulations, he provides guidance to GLO staff to advance the goals of the state’s eleven current CDBG-MIT programs and eligible activities. Previously, Mr. Lucas provided performance support for the training and production staff offering stakeholder education on behalf of the Federal Emergency Management Agency (FEMA) and the National Flood Insurance Program (NFIP). He directly reported to the Continuing Education Coordinator and to assist with responding to inquiries from stakeholders on a wide array of matters related to training requirements, training webinar schedules, and completions. Mr. Lucas also provided data management for the New York State Governor’s Office of Storm Recovery (GOSR) on Public Assistance projects totaling over \$600 million. His work included review of Public Assistance projects to determine eligibility for matching Community Development Block Grant Disaster Recovery (CDBG-DR) recovery funds.

HIGHLIGHTS

- FEMA Public Assistance Policies and Procedures
 - Hazard Mitigation Program and Policy Guide
 - HUD CDBG-DR and CDBG-MIT
 - Knowledge of 44 CFR, the Stafford Act, and FEMA policy guidance
 - 2 CFR Procurement Requirements
 - FEMA and NFIP Stakeholder Education
 - Determined individual and sub-applicant duplication of benefits for federal grants programs, reviewing multiple SBA, HUD CDBG, and FEMA grant awards
 - Skilled at public outreach and communication
-

RELEVANT EXPERIENCE

Associate Mitigation Planner, H2O Partners, (September 2020 – Present)

- Reviewing project applications for the administration of HUD Community Development Block Grant – Mitigation (CDBG-MIT) funding for eligible mitigation activities and state mitigation competitions through the Texas General Land Office (GLO) with particular focus on repetitive loss of property and critical infrastructure
- Providing cross-cutting policy guidance through all program phases, which include Davis-Bacon, Uniform Relocation Act, Section 3, Fair Housing, Section 504 and Environmental Review.

Training Specialist, National Flood Insurance Program (NFIP) Training Division, (March 2017 – September 2020)

- Analysis of webinar reports for attendance records, certificates of completion and continuing education credit approval, maintained the scheduling of webinar training classes, and produced and moderated webinar training classes

Eligibility Analyst, New York State Governor's Office of Storm Recovery (GOSR), (January 2016– March 2017)

- Prepared funding recommendations for the client regarding eligibility of PWs for matching funding for Community Development Block Grant Disaster Recovery (CDBG-DR).
- Prepared and conduct trainings for GOSR staff and fellow team members on new file management procedures.

Eligibility Consultant, New York State Governor's Office of Storm Recovery (GOSR), (April 2014 – December 2015)

- Reviewed Public Assistance grant applications and identified missing documentation required to comply with Community Development Block Grant (CDBG-DR) regulations.
- Conducted site visits to obtain documents for compliance and budgeting from communities in response to Hurricane Irene, Superstorm Sandy, Tropical Storm Lee, Winter Storm Nemo, and flooding from the Mohawk Valley.

Records Manager, Jo Ann Howard & Associates, P.C. (October 2010 – April 2014)

- Managed insurance receivership records and information systems including processing, indexing, organization, storage and retrieval, and disposition.

SARAH MELTON

Associate Mitigation Planner

EDUCATION

Bachelor of Science,
Interdisciplinary Studies,
University of Houston

OFFICE LOCATION

Austin, Texas

ADDITIONAL INFORMATION

Microsoft Excel proficiency
French fluency

Sarah Melton is an experienced client services and communications professional with proven administrative, problem-solving, and customer relations skills. Ms. Melton is collaborative and driven with clear focus on putting clients first and supporting team needs.

Client experience includes State of Texas departments such as Department of State Health Services (DSHS), Department of Family and Protective Services (DFPS), and University of Texas System, helping teams navigate and interpret complex guidelines and policies.

HIGHLIGHTS

- Account management
- Project and operational execution
- Customer relationships
- Issue resolution
- Excellent communication skills

RELEVANT EXPERIENCE

Associate Mitigation Planner, H2O Partners, Inc. (2021 - Present)

- Scored, Eligibility Reviewed and currently Manage HUD CDBG Mitigation Grants for the Texas General Land Office (GLO) for the 2015 Floods, 2016 Floods, Hurricane Harvey, 2018 Storms and 2019 Disasters totaling over \$7.2 billion.
- Beneficiary Review of CDBG Grant Applicants.
- Reviewed grant applications for FEMA grants, including Hazard Mitigation Grants, CDBG matches for HMGP grants, reviewed Benefit/Cost Analyses and Stafford Act Public Assistance Reasonable Cost Evaluations.

State of Texas and University of Texas System Account Manager, Enterprise Rent-A-Car, 2020 – 2021

Provided timely client support in determining eligibility for travel and billing regulations. Led and owned client relationship for State of Texas and University System accounts payable departments. Served as the subject matter expert in Texas state policies in work travel, billing, and other state and UT employee guidelines. Provided consultation to clients, explaining complex policies in simple-to-understand language.

Program Coordinator, Enterprise Rent-A-Car, 2018—2020

Coordinated the operation of 300+ clients in the Enterprise Commute Program. Tracked the status and execution of payment and rental operations; also resolved account discrepancies for all clients. Implemented state subsidies for each commuter transaction with speed and accuracy. Proactively communicated and created solutions to customers for any potential issues. Worked cross-functionally to resolve account discrepancies with internal departments.

Provided training for all incoming assistants in vehicle coordination and developed internal tools for onboarding documentation.

Management Trainee. Enterprise Rent-A-Car. 2017—2018

Provided timely and empathetic customer support in rental contract process and qualifications. Contributed to increasing customer satisfaction score (ESQI) in each assigned branch. Independently run satellite branch locations without oversight. Maintained positive relationships with the company's existing accounts while building relationships to foster new business.

Administrative Assistant, 4GM Brick & Stone; 2015 – 2021

Managed client calendar for Austin-based independent masonry restoration business. Built and strategized Brick & Stone's online presence (SEO), website construction, and maintenance. Tracked and submitted all invoices for payment.

Support Personnel

KAYLA BURNETT

Mitigation Support Specialist

EDUCATION

B.S. Geography, Texas State University

OFFICE LOCATION

Austin, Texas Headquarters

CREDENTIALS/TRAINING

TCEQ GPS Certified

Office Suites proficient

GIS Fundamentals

Environmental Hazards

Interpretive Environmental Geography

Energy Resource Management

Parks and Protected Places

Research Methods

AFFILIATIONS

American Planning Association

RELEVANT EXPERIENCE

Administrative Support Coordinator, H2O Partners, Inc. (2021 – Present)

- Research and correspondence for a variety of executive staff needs.
- Detailed record keeping for public outreach and internal meetings.
- Business Development proposal document drafting and preparation.
- Graphic design for deliverables, including company advertisements, presentations, and internal communications, among other things.
- Logistics planning and coordination of H2O presence at industry conferences.
- Development of hazard profiles for inclusion in Hazard Mitigation Plans.

Kayla Burnett provides administrative, programmatic, and logistical support to Hazard Mitigation staff. Holding a Bachelor of Science in Geography, her background in environmental interpretation, research, and urban planning makes her well-suited for a variety of tasks. Ms. Burnett is TCEQ certified in the Global Positioning System (GPS) and possesses fundamental knowledge of geographic information systems (GIS). A skilled technical communicator with experience developing and presenting programmatic materials, her organizational skills and creativity are valuable assets to internal and client teams.

HIGHLIGHTS

- Conducted source water protection surveys and GPS readings of well sites and potential contaminates
- Logistics planning of large company events, successfully managing a budget over \$20,000
- Designed presentations used by clients at national industry conferences

Environmental Interpreter, Meadows Center for Water and the Environment (2021)

- Guided educational tours and field trips for all ages in an environmentally and archaeologically significant area in the Edwards Aquifer artesian zone.
- Guided PMAPS for Texas, a program offering continuing education credit for teachers, intended to expand the knowledge of ArcGIS tools and their classroom applications by creating a research survey of air particulates

Intern, Brewer, Attorneys & Counselors (2017 - 2018)

- Conducted research in support of client matters, including extensive research into PFOAs in relation to water contamination.
- Analyzed confidential documents and conducted data entry.
- Traveled out of state to take part in onsite discovery document review and collection.
- Assisted with communications and marketing for the International Public Policy Forum, a debate program sponsored by the Brewer Foundation and New York University.

Highlights of Previous Experience Include:

Sustainability Studies Study Abroad in the Netherlands (2018)

- Took part in a 6-credit hour study abroad program which focused on the political and urban design components of sustainable transportation systems.
- Met with Rotterdam local planning officials to present project findings.

Community Project with San Marcos Green Belt Alliance (2021)

- Aided the development of interpretive videos aiming to educate the local community about invasive and native plant species they may encounter on trails.

Texas Tech University Recycling Center (2019)

- Conducted community outreach and research to increase recycling program involvement.

WILL PARKER

Mitigation Support Specialist

EDUCATION

University of Texas, Bachelor of Journalism

OFFICE LOCATION

Austin, Texas

An Associate Mitigation Planner for H2O Partners, Will Parker is a highly experienced and versatile technical writer offering expertise in copywriting, digital communications, and the full content creation cycle. Proven track-record of providing clear, concise, and consistent technical writing aligned to organizational priorities with a focus on accuracy, process improvements, and workflow optimization. Deep expertise combined with an understanding of the importance of effective project management, stakeholder management, and ability to adapt to audience needs. Collaborative cross-functional leader continually focused on building relationships and developing talent to produce highly effective teams, increasing productivity, and improving outcomes.

SKILLS

- Social Media Management
- Adobe Creative Cloud
- Video Production
- Branding
- Proofreading

RELEVANT EXPERIENCE

Associate Mitigation Planner, H2O Partners, 2023 – Present

Will Davis brings to his role as Associate Mitigation Planner a successful track record in team leadership, client service, internal training, developing and implementing communication plans, and improving workflows.

Fulfillment Agent, LegalZoom, 2022 – Present

- Oversaw fulfillment and accuracy for more than 22,000 orders per year for a company with \$610M in revenue/year, achieving 115% of established order quota for \$4.5MM/year while maintaining a sub 0.8% error rate over an average of 3%.
- Led a team of 6 to maintain a team KPI achievement of 100% of monthly quota for orders touched, while cross-training with 2 other departments to boost overall productivity by 10% and maintain a 2-day order turnaround time for clients.
- Directed a special project team of 6, developing strategies and process improvements to train a third party to oversee administrative work, increasing the order completion rate by 20% and reducing time between client contact by 3 days.

- Liaised with Director-level executives to sunset a product due to governmental changes, creating copy and a refund action plan that was sent to over 600 affected customers, retaining 85% of customers' business with other products.
- Implemented a suite of operational and workflow improvements, reducing overall processing time from 15 to 10 minutes per order within one year, saving over 800 hours of staff time per year and increasing client satisfaction by 25%.

501c3 Document Specialist, LegalZoom, 2020 – 2022

- Managed document creation and operations for a range of 4 document types and more than 15K clients, filing more than 2,700 documents a year with government bodies to generate over \$645K annually for the company
- Identified factual and copy errors in customer-facing documentation and created updated and corrected documents, resolving an issue that affected 10% of total orders, increasing customer satisfaction for that product by 40%
- Trained a new hire to achieve 100% of established quotas with <2% error rate 2 months faster than expected, while coaching the customer care team, reducing client contacts from 5 to 3 and order fulfillment time from 18 to 11 days.
- Spearheaded an initiative to revamp training documents, identifying outdated documents and redrafting training instructions for State tax identifications, reducing the team-wide error rate on this product by 30%.

Producer / Newsroom Member, The Drag Audio Production House, 2020 (January – August)

- Oversaw podcast production and script editing for a podcast which peaked at 8 on Apple's true crime charts and has a 4.8/5 rating, while developing company workflow process for a team of 25, increasing production speed by 15%
- Developed and executed marketing plans
- Completed up to 5 novel pre-production and production assignments per week for 6 different podcasts, ensuring all shows were 100% on or ahead of schedule, while condensing 20 hours of research into a 10- minute report to showrunners

Office Assistant, Popp-Hutcheson PLLC, 2019 – 2020

- Managed administrative workflows and office management for a company with >\$25MM in annual revenue, overseeing the organization and data entry for 1,000s of legal documents and \$45B worth of customer commercial property
- Executed weekly supply purchases and vendor orders of >\$13K per month, while revamping the inventory system to eliminate duplicate purchases, saving the company over \$1.2K per month
- Implemented new initiatives and process improvements to increase inter-department communications speed by 10%, while overseeing the maintenance of a fleet of 4 company vehicles valued at \$200K

C. REFERENCES AND RECOMMENDATIONS

H2O Partners invites Gregg County to contact the following references for confirmation of past work quality and staff ability. Our team prides itself on the bonds that we create with past clients, oftentimes working with them again for future mitigation planning purposes. With H2O Partners, Gregg County is assured of a contractor who will work in the best interest of the County and the community within it.

Denton County, Texas	
Services Provided:	Multi-Jurisdiction Hazard Mitigation Plan Update
Period of Performance:	February 2022 – July 2023
Client Point of Contact:	Eric Hutmacher, MPA, CEM [®] , Director, Denton County Office of Emergency Management 940-735-0272 eric.hutmacher@dentoncounty.gov 3900 Morse Street, 2nd Floor, Denton, TX 76208
<p>In 2022, Denton County selected H2O Partners to complete its comprehensive Multi-Jurisdictional Hazard Mitigation Plan. Developed in concert with Denton County leadership, the Plan addressed the capabilities, risks, vulnerabilities, and mitigation strategies specific to the County and 26 surrounding jurisdictions. Denton County is among the top 10 fastest-growing counties in the nation, and it is particularly vulnerable to threats from flood, hail, drought, tornadoes, winter storms and wildfire. H2O Partners managed an inclusive process that actively engaged public input from diverse residents with varying needs and capacities across the County’s mixture of rapidly growing population centers and rural areas. The planning process increased coordination and commitment in developing a cohesive approach to risk reduction, sustainability, and floodplain management. Approved by FEMA in April 2023, the Plan required no revisions by TDEM or FEMA.</p>	

Dallas County, Texas	
Services Provided:	Hazard Mitigation Plan Update Development
Period of Performance:	December 20, 2018-July 27, 2020
Client Point of Contact:	Doug Bass, Chief of Emergency Services 214-653-6943 doug.bass@dallascounty.org 2121 Panoramic Circle Dallas, TX 75212
<p>Dallas County hired H2O Partners to update the County’s Hazard Mitigation Plan. H2O worked with the County and 19 participating jurisdictions, along with a robust group of stakeholders</p>	

that included Dallas County’s Regional Emergency Managers, to develop the Plan Update. The County had experienced significant impacts due to flooding, flash flooding, tornadoes, hailstorms, thunderstorm winds, ice storms, and drought, along with new risks and vulnerabilities since their previous Plan. H2O provided a detailed revised and updated risk assessment to fully address the threat of 11 hazards. H2O assisted each participating jurisdiction with detailed mitigation strategies in the Plan Update.

Grayson County, Texas	
Services Provided:	Multi-Jurisdiction Hazard Mitigation Plan Update
Period of Performance:	July 2022 – Present
Client Point of Contact:	Sarah Somers, Director, Grayson County Office of Emergency Management 903-813-4217 somerss@co.grayson.tx.us 100 W. Houston, Sherman, TX 75090
<p>When Grayson County sought a qualified consultant to update its County-wide Hazard Mitigation Plan in 2021, priorities were substantial related experience for the firm and its personnel, strong client references, and a solid organization structure and financial background. Grayson County selected H2O Partners to complete its Plan Update for the County, 16 incorporated cities, 13 independent school districts (ISDs), and all unincorporated areas. The H2O team began work immediately to meet the County’s expedited timeline and to address the specific characteristics of the Planning Area – a growing population and a burgeoning technical sector, a large agricultural component to its local economy, and fluctuations in Texas Tech University student population. Grayson County’s Plan Update was completed within the agreed-upon timeframe. It is currently at FEMA for review and approval.</p>	

D. FORMS AND DOCUMENTS

Compliance with Federal and State Laws

COMPLIANCE WITH FEDERAL AND STATE LAWS

CERTIFICATION OF ELIGIBILITY

By submitting a Proposal in response to this solicitation, the Respondent certifies that at the time of submission, they are not on the Federal Government's list of suspended, ineligible, or debarred entities. In the event of placement on list between the time of Proposal submission and time of award, the Respondent will notify Gregg County Purchasing Agent. Failure to do so may result in terminating this contract for default.

RELATING TO STATE CONTRACTS WITH AND INVESTMENTS IN COMPANIES THAT BOYCOTT ISRAEL AND INVESTMENT IN COMPANIES THAT DO BUSINESS WITH IRAN, SUDAN, OR ANY OTHER FOREIGN TERRORIST ORGANIZATIONS.

Effective September 1, 2017, Respondent verifies that they do not boycott Israel and will not boycott Israel during the term of this contract. The term "boycott Israel" is defined by Texas Government Code Section 808.001, effective September 1, 2017. Respondent further verifies that they are not engaged in business with Iran, Sudan, or any foreign terrorist organization by the United States Secretary of State as authorized by 8 U.S.C. Section 1189.

DISCLOSURE OF INTERESTED PARTIES

The law states that a governmental entity may not enter into certain contracts with a non-exempt business entity unless the business submits a disclosure of interested parties to the governmental entity. By submitting a Bid in response to this solicitation, the Respondent agrees to comply with HB 1295, Government Code 2252.908. Respondent agrees to provide Gregg County Purchasing Agent, and/or requesting department, the "Certificate of Interested Parties," Form 1295 as required, within **ten (10)** business days from notification of pending award, renewal, amended or extended contract.

FEMA CONTRACT PROVISIONS/FORMS

By submitting a Proposal in response to this solicitation, the Respondent certifies that they have read the FEMA Contract Provisions located in Exhibit C and Exhibit D agrees to all FEMA Contract requirements and provisions for Federal Awards.

Signature:  Date: 8-21-2023

Printed Name: Eric Howard

RFP Signature Form

RFP SIGNATURE FORM

The undersigned, on behalf of and as the authorized representative of Respondent, agrees this Proposal becomes the property of Gregg County after the official opening.

The undersigned affirms the Respondent has familiarized itself with the local conditions under which the work is to be performed; satisfied itself of the conditions of delivery, handling and storage of equipment and all other matters that may be incidental to the work, before submitting a proposal.

The undersigned agrees, on behalf of Respondent, that if this Proposal is accepted, to furnish all materials and services upon which price(s) are offered, at the price(s) and upon the terms and conditions contained in the Specifications. The period for acceptance of this Proposal will be (90) calendar days.

The undersigned affirms that they are duly authorized to execute this contract, that this Proposal has not been prepared in collusion with any other Respondent, nor any employee of Gregg County, and that the contents of this Proposal have not been communicated to any other Respondent or to any employee of Gregg County prior to the official opening of this Proposal.

Respondent hereby assigns to Gregg County all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA Section 1 et seq., and which arise under the antitrust laws of the State of Texas, Tex. Bus. & Com. Code, Section 15.01, et seq.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this solicitation. Failure to sign and return this form will result in the rejection of the entire Proposal.

Signature: [Handwritten Signature] Date: 8-21-2023

LEGAL NAME AND ADDRESS OF RESPONDENT:

Name Eric Howard Title Vice President

Tel. No. 888-328-4151 Email: eric@h2opartnersusa.com

Address: 260 Addie Roy Rd Ste 150, Austin, TX 78746

COMPANY IS:

Business included in a Corporate Income Tax Return? YES NO

Corporation organized & existing under the laws of the State of Texas

Partnership consisting of _____

Individual trading as _____

Principal offices are in the city of Austin, Texas

Conflict of Interest Information

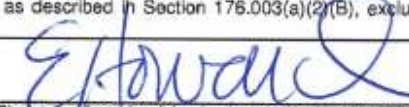
CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</p> <p>This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor 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).</p> <p>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.</p> <p>A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.</p>	OFFICE USE ONLY Date Received	
<p>1 Name of vendor who has a business relationship with local governmental entity.</p> <p style="text-align: center;">N/A</p>		
<p>2 <input type="checkbox"/> 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.)</p>		
<p>3 Name of local government officer about whom the information is being disclosed.</p> <p style="text-align: center;">N/A</p> <p style="text-align: center;">_____</p> <p style="text-align: center;">Name of Officer</p>		
<p>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.</p> <p style="text-align: center;">N/A</p> <p>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?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p> <p>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?</p> <p style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </p>		
<p>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.</p> <p style="text-align: center;">N/A</p>		
<p>6 <input type="checkbox"/> 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).</p>		
<p>7</p> <p style="text-align: center;">  _____ Signature of vendor doing business with the governmental entity </p> <p style="text-align: right; margin-right: 100px;"> 08/22/2023 _____ Date </p>		

Exhibit B Anti Lobby Form

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

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

The undersigned, [Company] 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

The Contractor, [Company] 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.

Please check the appropriate box:

[x] No non-federal funds have been used or are planned to be used for lobbying in connection with this application/award/contract.

or

Attached is Standard Form LLL, "Disclosure of Lobbying Activities," which describes the use (past or planned) of non-federal funds for lobbying in connection with this application/award/contract.

Executed this 21st day of August, 2023

By: Eric Howard Vice President

(Type or Print Name) (Title of Executing Official)

[Signature] H2O Partners, Inc. (Signature of Executing Official) (Name of Organization/Applicant)

Historically Underutilized/Disadvantaged Business Enterprise

Gregg County is committed to ensuring that Historically Underutilized Businesses (HUB), Small Business Enterprises (SBE), and Women-owned Business Enterprises (MWBE) receive a fair and equal opportunity for participation in Gregg County's Procurement Process. The following certificates show that H2O Partners is certified by the State of Texas Comptroller's Office as a HUB and is federally certified as a Women-Owned Small Business (WOSB).

Historically Underutilized Business Enterprise (HUB)



Women-Owned Small Business (WOSB)

		
RCWOSB22618 CERTIFICATION NUMBER		02/02/25 EXPIRATION DATE
Certifies that:		
H2O Partners, Inc.		
JoAnn Howard		
has successfully met the requirements of the NWBOC national certification program for certification as a woman-owned and woman-controlled business.		
<small>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.</small>		
 PHYLLIS HILL SLATER Board Chair, NWBOC	541611, 541990, 611430, 624229, 624230 NAICS Code(s)	02/03/22 Date
WWW.NWBOC.ORG <small>INFO@NWBOC.ORG 888-794-6142 1101 East Columbus Ave, Suite #301, Tampa, Florida 33602</small>		
<small>TAMPERING OR ALTERING THIS CERTIFICATE IS, IN THE DISCRETION OF NWBOC, GROUNDS FOR TERMINATION OF CERTIFICATION.</small>		

Insurance Documents



CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDDYYYY)
3/14/2023

Acid: 2269449

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

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

PRODUCER Lockton Companies, LLC 3657 Briarpark Dr., Suite 700 Houston, TX 77042	CONTACT NAME: 555-524-5355	FAX (A/G. No.):	
	PAC# (A/C. No. Ext.):	E-MAIL ADDRESS: INSPERTYCERT@LOCKTONAFFINITY.COM	
INSURED H2O PARTNERS, INC. 260 ADDIE ROY RD STE 150 AUSTIN, TX 78746-4107	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: Indemnity Insurance Co. of North America		43575
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		

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

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

INSURER LTD.	TYPE OF INSURANCE	ADDRESS (INC. / IND. / V.O.)	POLICY NUMBER	POLICY EFF. (MM/DD/YYYY)	POLICY EXP. (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIM-MADE <input type="checkbox"/> OCCUR GENL. AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PER OCCUR <input type="checkbox"/> LOC <input type="checkbox"/> OTHER					EACH OCCURRENCE \$ DISEASE TO BE TREATED POSSIBLE (EA OCCURRENCE) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS					CORRECTIVE REPAIR LIMIT (If an accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIM-MADE DED. RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROVISION FOR PAIN/INFLOR EXECUTIVE OR VOLUNTEERS EXCLUDED? (Mandatory in ME) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	C51438541	10/1/2022	10/1/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEES \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

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

CERTIFICATE HOLDER SAMPLE 260 ADDIE ROY RD., STE. 150 AUSTIN, TX 78746	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/14/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

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

PRODUCER: Higginbotham Insurance Agency, Inc. CONTACT NAME: David Jensen. PHONE: 800-728-2374. FAX: 817-347-6981. E-MAIL: djensen@higginbotham.net. INSURER(S) AFFORDING COVERAGE: RLI Insurance Company. NAIC #: 13055.

COVERAGES CERTIFICATE NUMBER: 480481608 REVISION NUMBER:

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

Table with columns: INBR LTR, TYPE OF INSURANCE, ADDL INSR, INSR, POLICY NO, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Includes sections for Commercial General Liability, Automobile Liability, Umbrella Liability, and Workers Compensation.

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

CERTIFICATE HOLDER: SAMPLE. CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE: [Signature]

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/14/2023

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

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

PRODUCER Adams Risk Management Services, LLC Adams Insurance Service, Inc. 427 W. 20th Street, Suite 500 Houston TX 77008	CONTACT NAME: Jody Berry PHONE (A/C, No, Ext): 713-869-8348 E-MAIL ADDRESS: jberry@adamsins.com		FAX (A/C, No): 713-869-9114
	INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED H2O Partners Inc. 260 Addie Roy Rd., Ste. 150 Austin TX 78746	INSURER A: Employers Mutual Casualty Company		21415
	INSURER B:		
	INSURER C:		
	INSURER D:		
	INSURER E:		
	INSURER F:		

COVERAGES **CERTIFICATE NUMBER:** 488932897 **REVISION NUMBER:**

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

INBR LTR	TYPE OF INSURANCE	ADOL	SUBR	INSO	WDD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER	Y	Y			4D81176	9/15/2022	9/15/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> OTHER	Y	Y			4E81176	9/15/2022	9/15/2023	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTIONS \$ 10,000	Y	Y			4J81176	9/15/2022	9/15/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/N				N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ EL DISEASE - EA EMPLOYEE \$ EL DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 THE GENERAL LIABILITY POLICY INCLUDES THE FOLLOWING ENDORSEMENTS: 1) CG7578.3 - BLANKET WAIVER OF SUBROGATION WHEN REQUIRED IN A WRITTEN CONTRACT EXECUTED PRIOR TO LOSS. 2) CG7650 and CG7578.3 - WHO IS AN INSURED IS AMENDED TO INCLUDE ANY PERSON OR ORGANIZATION THAT YOU AGREE IN A WRITTEN CONTRACT REQUIRING INSURANCE TO INCLUDE AS AN ADDITIONAL INSURED. IF THE WRITTEN CONTRACT REQUIRING INSURANCE SPECIFICALLY REQUIRES THAT THIS INSURANCE APPLY ON A PRIMARY BASIS OR A PRIMARY & NON-CONTRIBUTORY BASIS, THIS INSURANCE IS PRIMARY TO OTHER INSURANCE AVAILABLE TO THE ADDITIONAL INSURED AS A NAMED INSURED. 3) CG7429 - PER PROJECT AGGREGATE LIMITS OF INSURANCE.

THE AUTOMOBILE POLICY INCLUDES THE FOLLOWING ENDORSEMENTS: 1) CA7450-BLANKET ADDITIONAL INSURED AS REQUIRED BY WRITTEN See Attached...

CERTIFICATE HOLDER SAMPLE	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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E. DETAILED PRICE PROPOSAL

Fees Associated with the County HMAP Update

The Price Detail Table below presents fees for all services required to implement the project described in RFP# F2023-17. Pricing presented here covers all costs; no extra fees are required for travel, supplies, or other expenses.

Price Detail Table

Description	Amount
DEVELOPING PLANNING PROCESS: Organize planning team and develop planning process and goals; develop Capability Assessment and conduct Kick-Off Workshop and public meeting	\$16,510
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	\$23,010
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	\$25,350
DRAFT, FINALIZE AND MAINTAIN PLAN: Develop draft of Plan; submit to County for approval; incorporate edits; finalize and submit Plan to TDEM; after State review and approval; submit to FEMA	\$20,930
COMPLETE PROJECT: Final Presentation; FEMA Approval; adoption by Gregg County and participating jurisdictions	\$4,680
GRAND TOTAL	\$90,480

The pricing presented in the Price Detail Table assumes that the nine participating jurisdictions cited in the RFP, including Gregg County, are the only participants in the Hazard Mitigation Action Plan. Additional jurisdictions can be included in the Plan for \$4,500 each.

Itemized Fee Estimates and Billing

If Gregg County requires services beyond those specified in RFP 2013-17, those may be performed under a separate scope of work that includes itemized, firm, fixed fees (not estimates), as negotiated. Billing occurs after the completion of each agreed-upon project milestone, as shown in the Price Detail Table. As specified in Exhibit A Terms and Conditions, invoices will detail the services and materials delivered and will reference the Gregg County Purchase Order Number. H2O Partners' standard payment terms are Net 30 days.

Hourly Billing Rates

The following table lists hourly billing rates that apply to the core roles for Gregg County's Hazard Mitigation Plan Update:

Staff Member Role	Hourly Rate
Project Manager	\$175
Deputy Project Manager	\$165
Senior Mitigation Specialist	\$150
Mitigation Specialist	\$130
Outreach Specialist	\$130
GIS Specialist	\$120

Milestone Payment Requests

Milestone payment requests are detailed in the Price Detail Table.

Extra Fees (None)

No extra fees apply; the pricing presented in the Price Detail Table is a firm, fixed price.

Total Fee

The Grand Total proposed for the Gregg County HMAP Update is presented in the Price Detail Table.

Contract Part VI

For

RFP-2023-17

Gregg County Standard Terms and Conditions

EXHIBIT A

STANDARD TERMS & CONDITIONS

By returning a response to this RFP with price(s) quoted and forms executed, Respondent's certify and agree to the following:

1. Alternate bids will not be considered unless authorized. If there is any question as to the specifications or any part thereof, Respondent may submit to the Gregg County, Texas Purchasing Agent, a request for clarification. Such requests must be received a minimum of five (5) days prior to scheduled opening date.
2. Non-performance or non-compliance of the Standard Terms & Conditions, or non-performance or non-compliance with the Specifications shall be basis for termination by Gregg County of the bid or final executed contract. Termination in whole, or in part, by the County may be made solely at the County's option and without prejudice to any other remedy to which Gregg County may be entitled by law or in equity, or elsewhere under this Bid or the agreement, by giving thirty (30) days written notice to the vendor with the understanding that all work being performed under this agreement shall cease upon the date specified in such notice. Gregg County shall not pay for work, equipment, services or supplies, which are unsatisfactory. The Respondent may be given reasonable opportunity prior to termination to correct any deficiency. This however shall in no way be construed as negating the basis for termination for non-performance or non-compliance.
3. Respondent shall make all inquiries necessary to be thoroughly informed as to the specifications and all other requirements proposed in the Bid. Any apparent omission or silence of detail in the description concerning any point in the specifications shall be interpreted on the basis of best commercial practices, and best commercial practices shall prevail.
4. The Respondent shall affirmatively demonstrate Respondent's qualifications by meeting or exceeding the following minimum requirements:
 - ✓ Have adequate financial resources, or the ability to obtain such resources as required.
 - ✓ Be able to comply with any required or proposed delivery schedule.
 - ✓ Have a satisfactory record of performance.
 - ✓ Have a satisfactory record of integrity and ethics.
 - ✓ Be otherwise qualified and eligible to receive the award.
5. Invoices shall be sent to the Gregg County Purchasing Department, 101 East Methvin, St. 205, Longview, TX, 75601. Invoices must detail the materials/equipment/services delivered and **must reference the Gregg County Purchase Order Number.** Payments are processed after the Purchasing Department has verified that the material or equipment and/or services have been delivered in good condition and that no unauthorized substitutions have been made according to specifications. Neither a signed receipt nor payments shall be construed as an acceptance of any defective work, improper materials, or release of any claim for damage.

6. Only the Commissioners Court of Gregg County, Texas acting as a body may enter into any type of agreement or contract on behalf of Gregg County. Department heads, other elected or appointed officials, are not authorized to enter into any type of agreement or contract on behalf of Gregg County, or to agree to any type of supplemental agreements or contracts for goods or services. Contracts are subject to review by the County's attorney prior to signature by the authorized County official.
7. The Respondent shall be considered an independent Contractor and not an agent, servant, employee or representative of the County in the performance of the work. No term or provision, hereof, or act of the Respondent shall be construed as changing that status.
8. The Respondent shall defend, indemnify, and shall save whole and harmless the County and all its officers, agents, employees from and against all suits, actions, or claims of the character, name and description brought for or on account of any injuries or damages (including but not restricted to death) received or sustained by any person(s) or property on account of, arising out of, or in connection with the performance of the work, including without limiting the generality of the foregoing, any negligent act or omission of the Respondent on the execution or performance of the Contract.
9. The Respondent agrees, during the performance of the work, to comply with all applicable codes and ordinances of the City of Longview, Gregg County, or State of Texas as they may apply, as these laws may now read or as they may hereafter be changed or amended.
10. The Respondent shall obtain from the appropriate City, Gregg County, or State of Texas the necessary permit(s) required by the ordinances of the City, County, or State, for performance of the work.
11. The Respondent shall not sell, assign, transfer or convey the agreement in whole or in part, without the prior written consent of the County.
12. The parties herein agree that the agreement shall be enforceable in Gregg County, Texas, and if legal action is necessary to enforce it, exclusive venue shall lie in Gregg County, Texas.
13. The agreement shall be governed by, and construed in accordance with, the Laws of the State of Texas and all applicable Federal Laws.
14. Funding Clause - Payments required to be made by Gregg County under the terms of the agreement shall be contingent upon and subject to the initial and continuing appropriation of funding for the agreement by and through the Commissioners Court of Gregg County, Texas. In the event appropriations for funding of the agreement are not approved by and through the Commissioners Court, the contract shall terminate. Gregg County shall, submit written notice to Respondent thirty (30) days prior to such termination. Upon notice of termination, as provided in this paragraph, the Respondent may submit a final invoice to the County and coordinate with the Purchasing Agent to remove all property belonging to said Respondent as soon as possible. Payment for final invoice will be subject to

verification and approval by the purchasing agent. Thereupon, Gregg County will be released from its obligation to make further payments.

15. Gregg County is exempt from federal excise and sales taxes, ad valorem taxes and personal property taxes; therefore, tax must not be included in Bids tendered. Bids offered must be complete and all inclusive. Gregg County will not pay additional taxes, surcharges or other fees not included in bid prices.
16. Prices shall remain firm for the term of the contract, unless economic adjustments are agreed upon by both parties and based on the most recent published Consumer Price Index at the time of the request. Gregg County will use the most recent year-over-year data available at the time of request. Gregg County reserves the right to accept or reject the request for a price increase and if appropriate, to utilize other resources in evaluating escalation requests, including requesting confirmation from the manufacturer. This clause also enables Gregg County to seek de-escalation on the basis of the same cited index, terms, and other resources.
17. Gregg County expressly reserves the right to accept or reject in part or in whole, any bids submitted, and to waive any technicalities or formalities as to such waiver is determined to be in the best interest of Gregg County.
18. In case any one or more of the provisions contained in the agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and the agreement shall be considered as if such had never been contained herein.
19. Bids may be withdrawn prior to the official opening. Alterations made before the time of official opening must be initialed by Respondent guaranteeing authenticity. Bids may not be amended, altered or withdrawn after the official opening, except upon the explicit recommendation of the Purchasing Agent and the formal approval of the Commissioners Court.
20. The agreement embodies the complete agreement of the parties hereto, superseding all oral or written previous and contemporary agreements between the parties and relating to matters herein, and except as otherwise provided herein cannot be modified without written agreement of the parties. A contract will be executed after determination of the award.
21. Respondent must provide a certificate of insurance conforming to the below listed requirements or a statement of Respondent's insurance carrier certifying that the required coverage shall be obtained by Respondent within ten (10) days of formal award of the Contract. In the case where a certification letter from an insurance carrier is attached to the bid in lieu of an insurance certificate, any formal award of a contract shall be contingent upon required coverage being put into force **prior** to any performance required by subject agreement.

22. Gregg County reserves the right to terminate an agreement/contract at any time, without cause, upon ten (10) days written notice to Respondent. Upon termination, Gregg County shall pay Respondent for those costs directly attributable to work done or supplies obtained in preparation for completion or compliance with the Contract, except no payment shall be made for costs recoverable by Respondent in the normal course of doing business or which can be mitigated through the sale of supplies or materials obtained for use under this Contract. It is further agreed by Respondent that Gregg County shall not be liable for loss or reduction in any anticipated profit.
23. Additional or alternate bonds may be required in accordance with Texas statutes as outlined in the specifications.
24. Gregg County is wholly committed to developing, establishing, maintaining, and enhancing minority business involvement in the total procurement process. The County, its contractors, their suppliers and sub-contractors, vendors of goods, equipment, services, and professional services, shall not discriminate on the basis of race, color, religion, national origin, age, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remain the ultimate standards in contractor, sub-contractor, vendor service, professional service, and supplier utilization. All vendors, suppliers, professionals and contractors doing business or anticipating doing business with Gregg County shall support, encourage and implement steps toward our common goal of establishing equal opportunity for all citizens of Gregg County.
25. Respondents must agree to provide the following information as part of this Bid:
 - ✓ Form of business. (If a corporation, limited partnership or limited liability company, indicate the state of creation).
 - ✓ Name of contact person (single point of contact with the Respondent).
 - ✓ List of all criminal charges, civil lawsuits or dispute resolutions to which Respondent is a party in the past five (5) years and the nature of the issue. Indicate if and how it was resolved.
 - ✓ List all criminal charges, civil lawsuits, or alternative dispute resolutions to which Respondent becomes a party for the period beginning with the submission of the Bid until the rejection or award of the bid/RFP.
26. Gregg County reserves the right to accept or reject any or all bids, with or without cause, to waive technicalities, or to accept the bid which, in its sole judgment, best serves the interest of the County, or to award a contract to the next most qualified Respondent if a successful Respondent does not execute a contract within 10 business days after approval of the selection by the Gregg County Commissioners Court. Gregg County Reserves the right to award multiple contracts as necessary and in the best interest of the County.
27. Gregg County reserves the right to request clarification of information submitted and to request additional information of one or more Respondents.
28. Costs of preparation of a response to this request for bids are solely those of the Respondent. Gregg County assumes no responsibility for any such costs incurred by the

Respondent. The Respondent also agrees that Gregg County assumes no responsibility for any costs associated with any administrative or judicial proceedings resulting from the solicitation process.

29. The awarding Respondent shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing the work for at least two (2) years after completion of the contract resulting from this request for Bid. Gregg County shall have access to all records, documents and information collected and/or maintained by others in the course of the administration of this agreement.
30. Respondent understands and agrees that in returning a response to this Bid/bid that it is neither an "offer" nor an "acceptance" until such time a formal contract is authorized/awarded by the Gregg County Commissioners Court; if any.
31. Bids must be submitted on the forms provided. Bids will not be considered if submitted by telephone, fax or any other means of rapid dispatch, nor will a Bid be considered if submitted to any other person or department other than specifically instructed.
32. Gratuities– Gregg County may, by written notice to the Respondent, cancel this contract without liability to Respondent if it is determined by Gregg County that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Respondent, or any agent or representative of the Respondent, to any officer or employee of Gregg County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is canceled by Gregg County pursuant to this provision, Gregg County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Respondent in providing such gratuities.
33. Termination - The performance of work under this order may be terminated in whole or in part by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Respondent of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Buyer.
34. Force Majeure - If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemies, orders of any kind of government of the United States or the State of Texas or

any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

35. Assignment Delegation - No right or interest in this contract shall be assigned or delegation of any obligation made by Respondent without the written permission of the Buyer. Any attempted assignment or delegation by Respondent shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
36. Waivers - No claim or right arising out of a breach of this contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
37. Modification - Contract can be modified or rescinded only by a written and signed agreement by both of the parties duly authorized agents.
38. Applicable Law - This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this agreement.
39. Advertising - Respondent shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
40. Right to Assurance - Whenever one party to this contract in good faith has reason to question the other party's intent to perform, he may demand that the other party give written assurance of his intent to perform. In the event a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.
41. Venue - Both parties agree that venue for any litigation arising from this contract shall be in Longview, Gregg County, Texas.
42. No negotiations, decisions, or actions shall be executed by the Respondent as a result of any discussions with any public service official, employee and/or consultant. Only those transactions provided in written form may be considered binding.

43. The contents of each Responders bid, including specifications shall remain valid for a minimum of 60 calendar days from the Bid due date.
44. All documents submitted as part of the Responders offering will be deemed confidential during the evaluation process.
45. Subcontracting: The Responder must function as the single point of responsibility for the Agency. No Responder shall submit a Bid comprised of separate software packages from multiple subcontractors.
46. Investigation of Conditions: Before submitting a bid, respondent should carefully examine the specifications and fully inform themselves to the conditions of the equipment and limitations.
47. Contract Award:
 - 1) Gregg County reserves the right to reject any or all bids and to waive any minor informality or irregularity in a Responders response if deemed in the best interests of the County.
 - 2) Award of a contract (if any) resulting from this bid will be made only by written authorization from Gregg County Commissioners Court.
48. Conflict of Interest: No public official shall have interest in this contract except in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitle C, Chapter 171. State Law (CHAPTER 176 of the Local Government Code) requires the filing of a CONFLICT OF INTEREST QUESTIONNAIRE by certain individuals and businesses.
49. Design, Strength, Quality of materials and workmanship must conform to the highest standards of manufacturing and engineering practice.
50. All Hardware of any other item offered in this bid must be new and unused, unless otherwise specified, in first-class condition and of current manufacture.
51. Descriptions: Whenever an article or material is defined or used in the BID specifications by describing a proprietary product or by using the name of a manufacturer, model number, or make, the term "or equal" if not inserted, shall be implied. Any reference to specified article or material shall be understood as descriptive, NOT restrictive, and is used to indicate type and quality level desired for comparison purposes unless otherwise noted. Bids must be submitted on units of quantity specified, extended, and totaled. In the event of discrepancies in extension, the unit prices shall govern.
52. Addendum: Any interpretations, corrections or changes to this Bid and Specifications will be made by addendum, unless otherwise stated. Issuing authority of addendum shall be the Commissioners' Court of Gregg County, Texas. Addendum will be mailed, emailed,

or faxed to all that are known to have received a copy of the Bid. Respondents shall acknowledge receipt of all addenda and include receipt and response to addenda with submission.

53. Patents/Copyrights: The successful Respondent agrees to protect Gregg County from claims involving infringements of patents and/or copyrights.
54. Contract Administrator: The Contract Administrator will serve as sole liaison between the Gregg County Commissioners Court and affected Gregg County Departments and the successful Respondent. Unless directly outlined in this specification the Respondent shall consider no one but the Contract Administrator authorized to communicate, by any means, information or suggestions regarding or resembling this bid throughout the Bid process. The Contract Administrator has been designated the responsibility to ensure compliance with contract requirements, such as but not limited to, acceptance, inspection and delivery. The County will not pay for work, equipment or supplies, which it deems unsatisfactory. Respondents will be given a reasonable opportunity to correct deficiencies before termination. This however, shall in no way be construed as negating the basis for termination for non-performance.
55. Packing slips or other suitable shipping documents shall accompany each special order shipment and shall include:
 - (a) Name and address of successful Respondent;
 - (b) Name and address of receiving department and/or location;
 - (c) Gregg County Purchase Order number; and,
 - (d) Descriptive information of the materials shipped or services rendered, including item numbers, serial numbers, quantities, number of containers and package numbers, address/location of services rendered, as applicable.
56. Unless otherwise indicated, items will be new, unused, and in first class condition in containers suitable for damage-free shipment and storage.
57. Invoices must show all information as stated above, and will be issued for each purchase order.
58. Equipment/Good/Services supplied under this contract shall be subject to the County's approval. Item(s) found defective or not meeting specifications shall be picked up and replaced by the successful Respondent within one (1) week after notification at no expense to the County. If item(s) is not picked up within one (1) week after notification, the item(s) will become a donation to the County for disposition.
59. Warranty: Successful Respondent shall warrant that all equipment/goods/services shall conform to the proposed specifications and/or all warranties stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title.
60. Remedies: The successful Respondent and Gregg County agree that both parties have all

rights, duties, and remedies available as stated in the Uniform Commercial Code.

61. Silence of Specification: The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
62. The Respondent shall procure and maintain at its sole cost and expense for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Respondent, its agents, representatives, volunteers, employees or subcontractors. The Respondents insurance coverage shall be primary insurance with respect to the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be considered in excess of the Respondents insurance and shall not contribute to it. Further, the Respondent shall include all subcontractors as additional insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to all of the requirements stated herein. **All Certificates of Insurance and endorsements shall be furnished to the County's Purchasing Agent and approved by the County before work commences.**
63. ***Standard Insurance Policies Required:***
 - a. Commercial General Liability Policy
 - b. Automobile Liability Policy
 - c. Worker's Compensation Policy

General Requirements applicable to all policies:

- a. Only insurance carriers licensed and admitted to do business in the State of Texas will be accepted.
- b. Deductibles shall be listed on the Certificate of Insurance and are acceptable only on a per occurrence basis for property damage only.
- c. "Claims Made" policies will not be accepted.
- d. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to Gregg County.
- e. All insurance policies shall be furnished to Gregg County upon request.

Commercial General Liability

- a. General Liability insurance shall be written by carrier with an A:VIII or better rating in accordance with the current Best Key Rating guide.
- b. Minimum Combined Single Limit of \$1,000,000.00 per occurrence for bodily Injury and property damage with Gregg County named as an additional insured.
- c. No coverage shall be deleted from the standard policy without notification of individual exclusions being attached for review and acceptance.

Automobile Liability

- a. General Liability Insurance shall be written by a carrier with an A:VIII or better rating in accordance with the current Best Key Rating Guide.
- b. Minimum Combined Single Limit of \$600,000.00 per occurrence for bodily injury and property damage.

64. **Workers Compensation Insurance** - Pursuant to the requirements set forth in Title 28, Section 110.110 of the Texas compensation insurance policy; either directly through their employer's policy (the Respondents or subcontractor's policy) or through an executed coverage agreement on an approved TWCC form. Accordingly, if a subcontractor does not have his or her own policy and a coverage agreement is used, Respondents and subcontractors must use that portion of the form whereby the hiring Respondent agrees to provide coverage to the employees of the subcontractor. The portion of the form that would otherwise allow them not to provide coverage for the employees of an independent contractor may not be used.

The worker's compensation insurance shall include the following terms:

- a. Employer's Liability limits of \$500,000.00 for each accident is required.
- b. "Texas Waiver of Our Right to Recover from Others Endorsement" shall be included in this policy. (Waiver of Subrogation)

Pursuant to the explicit terms of Title 28, Section 110.110 (c) (7) of the Texas Administrative Code, the Bid specifications, this Agreement, and all subcontracts on this Project must include the following terms and conditions in the following language, without any additional words or changes, except those required to accommodate the specific document in which they are contained or to impose stricter standards of documentation:

Definitions:

Certificate of coverage ("certificate") - A copy of a certificate of insurance, a certificate of authority to self-insure issued by the Texas Worker's Compensation Commission, or a coverage agreement (TWCC-81), TWCC-83, or TWCC-84), showing statutory worker's compensation insurance coverage for the person's or entity's employees providing services on a project, for the duration of the project.

Duration of the project - includes the time from the beginning of the work on the project until the Respondents/person's work on the project has been completed and accepted by the governmental entity.

Persons providing services on the project ("subcontractors" in section 406.096 {of the Texas Labor Code}) - includes all persons or entities performing all or part of the services the Respondent has undertaken to perform on the project, regardless of whether that person has employees. This includes, without limitation, independent Contractors, subcontractors, leasing companies, motor carriers, owner-operators, employees of any such entity or employees of any entity which furnishes persons to provide services on the

project. "Services" include, without limitation, providing, hauling, or delivering equipment or materials, or providing labor, transportation, or other service related to a project. "Services" does not include activities unrelated to the project, such as food/beverage respondents, office supply deliveries, and delivery of portable toilets.

- The Respondent shall provide coverage, based on the proper reporting of classification codes and payroll amounts and filing of any coverage agreements, that meets the statutory requirements of Texas Labor Code, Section 401.011 (44) for all employees of the Respondent providing services on the project, for the duration of the project.
- The Respondent must provide a certificate of coverage to the governmental entity prior to being awarded the contract.
- If the coverage period shown on the Respondents current certificate of coverage ends during the duration of the project, the Respondent must, prior to the end of the coverage period, file a new certificate of coverage with the governmental entity showing that coverage has been extended.
- The Respondent shall obtain from each person providing services on a project, and provide to the governmental entity:
 - (1) a certificate of coverage, prior to that person beginning work on the project, so the governmental entity will have on file providing services on the project, and certificates of coverage showing coverage for all person; and
 - (2) no later than seven calendar days after receipt by the Respondent, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - (3) The Respondent shall retain all required certificates of coverage for the duration of the project and for one year thereafter.

The Respondent shall notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the Respondent knew or should have known, or any change that materially affects the provision of coverage of any person providing services on the project.

The Respondent shall post on each project site a notice, in the text, form and manner prescribed by the Texas Workers' Compensation commission, informing all persons providing services on the project that they are required to be covered, and stating how a person may verify coverage and report lack of coverage.

The Respondent shall contractually require each person with whom it contracts to provide services on a project, to:

- (1) provide coverage, based on proper reporting of classification codes and payroll amounts and filing of any coverage agreement, that meets the statutory

- requirements of Texas Labor Code, Section 401.011 (44) for all of its employees providing services on the project, for the duration of the project;
- (2) provide to the Respondent, prior to that person beginning work on the project, a certificate of coverage showing that coverage is being provided for all employees of the person providing services on the project, for the duration of the project;
 - (3) provide the Respondent, prior to the end of the coverage period, a new certificate of coverage showing extension of coverage, if the coverage period shown on the current certificate of coverage ends during the duration of the project.
 - (4) obtain from each other person with whom it contracts, and provide to the Respondent:
 - (a) a certificate of coverage, prior to the other person beginning work on the project; and
 - (b) a new certificate of coverage showing extension of coverage, prior to the end of the coverage period, if the coverage period shown on the current certificate of coverage ends during the duration of the project;
 - (5) retain all required certificates of coverage on file for the duration of the project and for one year thereafter;
 - (6) notify the governmental entity in writing by certified mail or personal delivery, within 10 calendar days after the person knew or should have known, of any change that materially affects the provision of coverage of any person providing services on the project; and
 - (7) Contractually require each person with whom it contracts, to perform as required; with the certificates of coverage to be provided to the person for whom they are providing services.

By signing a contract with Gregg County, or providing, or causing to be provided a certificate of coverage, the Respondent who will provide services on the project will be covered by workers' compensation coverage for the duration of the project, that the coverage will be based on proper reporting of classification codes and payroll amounts, and that all coverage agreements will be filed with the appropriate insurance carrier, or, in the case of a self-insured, with the commission's Division of Self-Insurance regulation. Providing false or misleading information may subject the Respondent to administrative penalties, criminal penalties, civil penalties, or other civil actions.

CERTIFICATES OF INSURANCE shall be prepared and executed by the insurance company or its authorized agent, and shall contain the following provisions and warranties:

- a. The company is licensed and admitted to do business in the State of Texas.
- b. The insurance policies provided by the insurance company are underwritten on forms that have been provided by the Texas State Board of Insurance or ISO.
- c. All endorsements and insurance coverage according to requirements and instructions contained herein.
- d. The form of the notice of cancellation, termination, or change in coverage provisions to Gregg County.
- e. Original endorsements affecting coverage required by the section shall be furnished with the certificates of insurance.

➤ Bids /may be withdrawn at any time prior to the official opening. Alterations made before

the opening time must be initialed by Respondent guaranteeing authenticity. After the official opening, Bids become the property of Gregg County and may not be amended, altered or withdrawn without recommendation of the Gregg County Purchasing Agent and the approval of the Gregg County Commissioners Court.

- This Bid is issued in compliance with the County Purchasing Act Texas Local Government Code 262.030.
- **Prompt Payment Clause** - Gregg County, Texas will, after acceptance of goods or services and the receipt of a proper invoice from the awarded Respondent, process request for payment, said payment to be paid within forty-five (45) days. Prime Respondents shall then be required to ensure payment is made to any designated small or disadvantaged business (subcontractors), within fifteen (15) workdays of receipt of payment to the prime Respondent from the County. Upon satisfactory completion of a contract, the County and/or prime Respondent will ensure that any retainage payments are returned within thirty (30) workdays. Failure to comply with the terms of this requirement may be grounds for termination of the contract by the County.
- **Confidentiality:** Any material that is to be considered confidential in nature must be clearly marked as such and may be treated as confidential to the extent allowable in the Texas Public Information Act. Pricing information is not considered to be confidential. Trade secrets or confidential information **MUST** be placed in a separate envelope marked “CONFIDENTIAL INFORMATION” and EACH PAGE must be marked “CONFIDENTIAL INFORMATION”. Please be advised that Gregg County cannot and will not make any agreement to withhold information from the public that is contrary to the County’s responsibility under the Act.
- Bids will be considered non-responsive if they show any omissions, alteration of form, additions or conditions not called for, or inconsistencies of any kind. However, Gregg County reserves the right to waive any inconsistencies mentioned above to make an award in the best interest of the County.
- Respondents may be disqualified and their Bids not considered, among other reasons, for any of the following specific reasons:
 1. Reason for believing collusion exists among the Respondents.
 2. Reasonable grounds for believing that any respondent is interested in more than one Bids for the work contemplated.
 3. The Respondent being interested in any litigation against the county.
 4. The Respondent in arrears on any existing contract or having defaulted on a previous contract.
 5. Lack of competency as revealed by a financial statement, experience. And equipment etc.
 6. Respondents shall not owe delinquent property tax in Gregg County.
 7. Respondent past performance record with Gregg County.
 8. Limited competition.

- The successful Respondent may not assign their rights and duties under award without written consent of Gregg County Purchasing Agent. Such consent shall not relieve the assignor of liability in the event of default by the assignee.
- Respondents are encouraged to review this entire Request for Bids Packet (BID). All questions regarding this Bid must be in writing and sent by email to Purchasing Agent Kelli Davis at kelli.davis@co.gregg.tx.us or by fax to 903-237-2682. Contact with other personnel of the county other than the Purchasing Agent regarding the Request for Bids may be grounds for elimination from the selection process.
- TO THE EXTENT PERMITTED BY LAW, RESPONDENT AGREES TO DEFEND, INDEMNIFY AND HOLD GREGG COUNTY, ITS OFFICIALS, AGENTS, SERVANTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, ACTIONS, COSTS AND EXPENSES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, THOSE FOR PROPERTY DAMAGE OR LOSS (INCLUDING ALLEGED DAMAGE OR LOSS TO OWNER'S BUSINESS AND ANY RESULTING LOST PROFITS), EMPLOYMENT MATTERS, AND/OR PERSONAL INJURY, INCLUDING DEATH, THAT MAY RELATE TO OR ARISE OUT OF OR BE OCCASIONED BY (i) RESPONDENTS BREACH OF ANY OF THE TERMS OR PROVISIONS OF THIS AGREEMENT OR (ii) ANY NEGLIGENT ACT OR OMISSION OR INTENTIONAL MISCONDUCT OF RESPONDENT, ITS OFFICERS, AGENTS, ASSOCIATES, EMPLOYEES, CONTRACTORS OR SUBCONTRACTORS, RELATED TO THE PERFORMANCE OF THIS AGREEMENT. RESPONDENT(S) WILL COMPLY WITH ALL STATE, FEDERAL, AND LOCAL LAWS INCLUDING BUT NOT LIMITED TO THE AMERICANS WITH DISABILITIES ACT, TITLE VII OF THE CIVIL RIGHTS OF 1964, AGE DISCRIMINATION IN EMPLOYMENT ACT, CIVIL RIGHTS ACT OF 1991, FEDERAL INSURANCE CONTRIBUTIONS ACT (FICA), FAIR LABOR STANDARDS ACT, EQUAL PAY ACT OF 1963 AND THE AFFORDABLE HEALTH CARE ACT, AS TO TREATMENT AND COMPENSATION OF ITS EMPLOYEES.

RESPONDENT(S) WILL PREPARE PAYROLL CHECKS, MAKE ALL NECESSARY DEDUCTIONS AND PAY ALL TAXES, MAINTAIN INSURANCE REQUIRED BY FEDERAL, STATE, AND LOCAL LAWS. RESPONDENT ACCEPTS FULL RESPONSIBILITY FOR THE PAYMENT OF WAGES, COMPENSATION, OVERTIME, AND BENEFITS TO PERSONNEL. RESPONDENT ACCEPTS RESPONSIBILITY FOR PAYMENT OF ALL TAXES, ASSESSMENTS, FEES, AND FINES THAT MAY BE DUE AND OWING TO ANY LOCAL, STATE, OR FEDERAL GOVERNMENT AGENCIES.

BONDING REQUIREMENTS

If applicable, a Bid Bond shall be required. Pursuant to the provisions of Section 262.032 (a) of the Texas Local Government Code, if the contract contemplated by this request is a bid for the construction of public works, or will be under a contract exceeding \$100,000.00, Gregg County may require the Respondent to execute a good and sufficient bid bond in the amount of five percent (5%) of the total contract price. Said bond shall be executed with a surety company authorized to do business in the State of Texas.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 262.032 (b) of the Texas Local Government Code, within thirty (30) days of the date of the signing of a contract or issuance of a purchase order following the acceptance of a bid by Gregg County Commissioners Court and prior to commencement of the actual work, the successful Respondent shall furnish a performance bond to Gregg County for the full amount of the contract if the contract exceeds \$50,000.00. Said bond shall be for the purpose of insuring the faithful performance of the work in accordance with the plans, specifications and contract documents associated with the contract.

If applicable, a Payment Bond shall be required. Pursuant to the provisions of Section 2253.021, Texas Government Code, if the amount of the contract awarded to the successful Respondent exceeds \$25,000.00, the successful Respondent shall execute a payment bond in the amount of the contract. Said bond is solely for the protection and use of payment bond beneficiaries who have a direct contractual relationship with the prime Respondent or a subcontractor to supply public work labor or material. This bond must be issued to the County within ten (10) days of the award of the contract and before Respondent begins the work.

If applicable, a Performance Bond shall be required. Pursuant to the provisions of Section 2253.021, Texas Government Code, if the amount of the contract awarded to the successful Respondent exceeds \$100,000.00, the successful Respondent shall execute a performance bond in the amount of the contract. Said performance bond is solely for the protection of Gregg County and is conditioned on the faithful performance of the work in accordance with the plans, specifications, and contract documents. This bond must be issued to the County within ten (10) days of the award of the contract and before the Respondent begins the work.

CRIMINAL BACKGROUND CHECKS

Criminal background checks will be performed on any Awarded Respondents, and employees that will require them to enter/work in any sensitive security areas at any of Gregg County's Facilities. These include, but are not limited to, Gregg County Airport, Gregg County Courthouse, Gregg County Sheriff's Department and/or Gregg County Jails and Gregg County Juvenile.

The following will apply to awarded Respondent personnel.

- The successful respondent shall provide information, including, but not limited to, name, date of birth, and driver's license number for each individual who will be performing work on Gregg County property.
- Respondent personnel who perform work on Gregg County property must submit to and pass a Sheriff's Department Criminal Background Check. That status must be maintained by all Respondent personnel entering County buildings for the duration of the contract.
- Criminal Background checks conducted by your firm may or may not be acceptable to certain departments depending on their particular requirements. The County reserves the right to conduct additional Criminal Background Checks as it deems necessary.
- Award of a contract could be affected by your firms' refusal to agree to these terms. Award could also be affected if your firm is unable to supply personnel who can pass a Criminal Background Check. **The Criminal Background Check applies to the individual and not the company.**

Contract Part VII

For

RFP-2023-17

Sams Debarment

Certificate of Insurance

Conflict of Interest

Certification regarding Lobbying

 An official website of the United States government
[Here's how you know](#)



You have 2 new alerts
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Search

All Words

e.g. 1606N020Q02



Search Results

Saved Searches

Select Domain
Entity Information



All Entity Information

Entities

Disaster Response Registry

Responsibility / Qualification

Exclusions

Filter By



Keyword Search

For more information on how to use our keyword search, visit our [help guide](#)

Simple Search

Search Editor

Any Words 

- All Words i
- Exact Phrase i

e.g. 123456789, Smith Corp

Classification ▼

Excluded Individual ▼

Excluded Entity ▲

Entity Name

H2O PARTNERS INC x
Unique Entity ID: FMCPYJMNWJW7

Unique Entity ID

e.g. HTYR9YJHK65L ▼

CAGE / NCAGE

Federal Organizations ▼

Exclusion Type ▼

Exclusion Program ▼

Location ▼

Dates ▼

Reset



No matches found

We couldn't find a match for your search criteria.

Please try another search or go back to previous results.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
9/25/2023

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

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

PRODUCER Adams Risk Management Services, LLC Adams Insurance Service, Inc. 427 W. 20th Street, Suite 500 Houston TX 77008	CONTACT NAME: Jody Berry	
	PHONE (A/C, No, Ext): 713-869-8346	FAX (A/C, No): 713-869-9114
E-MAIL ADDRESS: jberry@adamsins.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Employers Mutual Casualty Company		21415
INSURER B : EMCASCO Insurance Company		21407
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

INSURED H2O Partners Inc. 260 Addie Roy Rd., Ste. 150 Austin TX 78746	H2OPART-01	CERTIFICATE NUMBER: 1797883862	REVISION NUMBER:
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
B	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:	Y	Y	4D81176	9/15/2023	9/15/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	4E81176	9/15/2023	9/15/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y	Y	4J81176	9/15/2023	9/15/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THE GENERAL LIABILITY POLICY INCLUDES THE FOLLOWING ENDORSEMENTS: 1) CG7578.3 - BLANKET WAIVER OF SUBROGATION WHEN REQUIRED IN A WRITTEN CONTRACT EXECUTED PRIOR TO LOSS. 2) CG7650 and CG7578.3 - WHO IS AN INSURED IS AMENDED TO INCLUDE ANY PERSON OR ORGANIZATION THAT YOU AGREE IN A WRITTEN CONTRACT REQUIRING INSURANCE TO INCLUDE AS AN ADDITIONAL INSURED. IF THE WRITTEN CONTRACT REQUIRING INSURANCE SPECIFICALLY REQUIRES THAT THIS INSURANCE APPLY ON A PRIMARY BASIS OR A PRIMARY & NON-CONTRIBUTORY BASIS, THIS INSURANCE IS PRIMARY TO OTHER INSURANCE AVAILABLE TO THE ADDITIONAL INSURED AS A NAMED INSURED. 3) CG7429 - PER PROJECT AGGREGATE LIMITS OF INSURANCE.

THE AUTOMOBILE POLICY INCLUDES THE FOLLOWING ENDORSEMENTS: 1) CA7450-BLANKET ADDITIONAL INSURED AS REQUIRED BY WRITTEN See Attached...

CERTIFICATE HOLDER Gregg County 101 East Methvin Longview TX 75601	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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Conflict of Interest Information

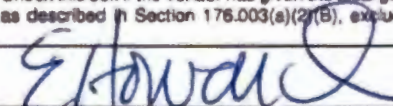
CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
<p><small>This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.</small></p> <p><small>This questionnaire is being filed in accordance with Chapter 176, Local Government 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).</small></p> <p><small>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.</small></p> <p><small>A vendor commits an offense if the vendor knowingly violates Section 176.006 Local Government Code. An offense under this section is a misdemeanor.</small></p>	OFFICE USE ONLY Date Received:	
1 Name of vendor who has a business relationship with local governmental entity. N/A		
2 <input type="checkbox"/> 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 _____ <small>Name of Officer</small>		
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? <input type="checkbox"/> Yes <input type="checkbox"/> 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? <input type="checkbox"/> Yes <input type="checkbox"/> 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. N/A		
6 <input type="checkbox"/> 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  _____ <small>Signature of vendor doing business with the governmental entity</small>		08/22/2023 _____ <small>Date</small>

Exhibit B Anti Lobby Form

BYRD ANTI-LOBBYING AMENDMENT CERTIFICATION

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

The undersigned, [Company] 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 - L.L.L., "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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

The Contractor, [Company] 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.

Please check the appropriate box:

[x] No non-federal funds have been used or are planned to be used for lobbying in connection with this application/award/contract.

or

[] Attached is Standard Form L.L.L., "Disclosure of Lobbying Activities," which describes the use (past or planned) of non-federal funds for lobbying in connection with this application/award/contract.

Executed this 27th day of August, 2023

By: Eric Howard Vice President

(Type or Print Name) (Title of Executing Official)

[Handwritten Signature] H2O Partners, Inc
(Signature of Executing Official) (Name of Organization/Applicant)