



Department of Administration
 Purchasing Division
 2019 Washington Street East
 Post Office Box 50130
 Charleston, WV 25305-0130

State of West Virginia
Master Agreement

Order Date: 2020-04-24

CORRECT ORDER NUMBER
 MUST APPEAR ON ALL PACKAGES,
 INVOICES, AND SHIPPING PAPERS.
 QUESTIONS CONCERNING THIS
 ORDER SHOULD BE DIRECTED TO
 THE DEPARTMENT CONTACT.

Order Number: CMA 0307 7432 DEV2000000013	Procurement Folder: 697765
Document Name: Central Master Agreement	Reason for Modification:
Document Description: COMMUNITY DEVELOPMENT BLOCK GRANT-MITIGATION	
Procurement Type: Central Master Agreement	
Buyer Name: Dusty J Smith	
Telephone: (304) 558-2063	
Email: dusty.j.smith@wv.gov	
Shipping Method: Best Way	Effective Start Date: 2020-05-01
Free on Board: FOB Dest, Freight Prepaid	Effective End Date: 2021-04-30

VENDOR	DEPARTMENT CONTACT
Vendor Customer Code: VS0000020456 TIDAL BASIN GOVERNMENT CONSULTING LLC 126 BUSINESS PARK DR UTICA NY 13502 US Vendor Contact Phone: (315) 797-3035 Extension: Discount Percentage: 0.0000 Discount Days: 0	Requestor Name: Kelli D Compton Requestor Phone: (304) 558-2234 Requestor Email: kelli.d.compton@wv.gov

INVOICE TO	SHIP TO
PROCUREMENT OFFICER WV DEVELOPMENT OFFICE ADMINISTRATION 1900 KANAWHA BLVD E BLDG 3 SUITE 800 CHARLESTON WV 25305-0311 US	WV DEVELOPMENT OFFICE ADMINISTRATION 11900 KANAWHA BLVD E BLDG 3 SUITE 800 CHARLESTON WV 25305-0311 US

VENDOR COPY

Total Order Amount	Open End
--------------------	----------

<i>DAS 4/24/2020</i> PURCHASING DIVISION AUTHORIZATION SIGNED BY: <i>[Signature]</i> DATE: <i>5/1/20</i> ELECTRONIC SIGNATURE ON FILE	ATTORNEY GENERAL APPROVAL AS TO FORM SIGNED BY: <i>[Signature]</i> DATE: <i>5/1/20</i> ELECTRONIC SIGNATURE ON FILE	ENCUMBRANCE CERTIFICATION SIGNED BY: <i>[Signature]</i> DATE: <i>5/1/20</i> ELECTRONIC SIGNATURE ON FILE
---	--	---

5/7/2020

Extended Description:

The vendor, Tidal Basin Government Consulting, LLC agrees to enter into this open-end contract with the agency, The West Virginia Division of Commerce, Development Office, to provide Community Development Block Grant - Mitigation per the bid requirements, specifications, terms and conditions, from the solicitation date 03/10/2020, the information from Addendum No. 01, dated: 03/18/2020, and the vendor's submitted and accepted bid dated 03/25/2020, all incorporated herein by reference and made a part of hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	80101504			UNIT	\$42,894.420000
	Service From	Service To			

Commodity Line Description: MITIGATION NEEDS ASSESSMENT

Extended Description:

MITIGATION NEEDS ASSESSMENT

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	80101504			UNIT	\$15,400.000000
	Service From	Service To			

Commodity Line Description: VULNERABLE POPULATION ANALYSIS

Extended Description:

VULNERABLE POPULATION ANALYSIS

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	80101504			UNIT	\$48,400.000000
	Service From	Service To			

Commodity Line Description: PROGRAM ADMINISTRATION TOOLS

Extended Description:

PROGRAM ADMINISTRATION TOOLS

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	80101504			UNIT	\$44,315.140000
	Service From	Service To			

Commodity Line Description: IMPLEMENTATION PLAN

Extended Description:

IMPLEMENTATION PLAN

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	80101504			UNIT	\$37,000.000000
	Service From	Service To			

Commodity Line Description: FINANCIAL CONTROL, PROCUREMENT AND GRANT MANAGEMENT DOCUMENT

Extended Description:

FINANCIAL CONTROL, PROCUREMENT AND GRANT MANAGEMENT DOCUMENT

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	80101504			UNIT	\$120,200.000000
	Service From	Service To			

Commodity Line Description: DRAFT CDBG-MIT ACTION PLAN

Extended Description:
DRAFT CDBG-MIT ACTION PLAN

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
7	80101504			UNIT	\$27,400.000000
	Service From	Service To			

Commodity Line Description: FINAL CDBG-MIT ACTION PLAN

Extended Description:
FINAL CDBG-MIT ACTION PLAN

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
8	80101504			HOUR	\$170.000000
	Service From	Service To			

Commodity Line Description: TECHNICAL ASSISTANCE

Extended Description:
TECHNICAL ASSISTANCE

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of a Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

Term Contract

Initial Contract Term: Initial Contract Term: This Contract becomes effective on 05/01/2020 and extends for a period of One (1) year(s).

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to Three (3) successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Alternate Renewal Term – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

Fixed Period Contract: This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____ days.

Fixed Period Contract with Renewals: This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that maintenance, monitoring, or warranty services will be provided for _____ year(s) thereafter.

One Time Purchase: The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

Other: See attached.

Revised 01/09/2020

4. NOTICE TO PROCEED: Vendor shall begin performance of this Contract immediately upon receiving notice to proceed unless otherwise instructed by the Agency. Unless otherwise specified, the fully executed Award Document will be considered notice to proceed.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

Open End Contract: Quantities listed in this Solicitation are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

Service: The scope of the service to be provided will be more clearly defined in the specifications included herewith.

Combined Service and Goods: The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

One Time Purchase: This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute a breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked below must be provided to the Purchasing Division by the Vendor as specified below.

BID BOND (Construction Only): Pursuant to the requirements contained in W. Va. Code § 5-22-1(c), All Vendors submitting a bid on a construction project shall furnish a valid bid bond in the amount of five percent (5%) of the total amount of the bid protecting the State of West Virginia. The bid bond must be submitted with the bid.

PERFORMANCE BOND: The apparent successful Vendor shall provide a performance bond in the amount of 100% of the contract. The performance bond must be received by the Purchasing Division prior to Contract award.

LABOR/MATERIAL PAYMENT BOND: The apparent successful Vendor shall provide a labor/material payment bond in the amount of 100% of the Contract value. The labor/material payment bond must be delivered to the Purchasing Division prior to Contract award.

In lieu of the Bid Bond, Performance Bond, and Labor/Material Payment Bond, the Vendor may provide certified checks, cashier's checks, or irrevocable letters of credit. Any certified check, cashier's check, or irrevocable letter of credit provided in lieu of a bond must be of the same amount and delivered on the same schedule as the bond it replaces. A letter of credit submitted in lieu of a performance and labor/material payment bond will only be allowed for projects under \$100,000. Personal or business checks are not acceptable. Notwithstanding the foregoing, West Virginia Code § 5-22-1 (d) mandates that a vendor provide a performance and labor/material payment bond for construction projects. Accordingly, substitutions for the performance and labor/material payment bonds for construction projects is not permitted.

MAINTENANCE BOND: The apparent successful Vendor shall provide a two (2) year maintenance bond covering the roofing system. The maintenance bond must be issued and delivered to the Purchasing Division prior to Contract award.

LICENSE(S) / CERTIFICATIONS / PERMITS: In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below and must include the State as an additional insured on each policy prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether or not that insurance requirement is listed in this section.

Vendor must maintain:

Commercial General Liability Insurance in at least an amount of: \$1,000,000 per occurrence.

Automobile Liability Insurance in at least an amount of: _____ per occurrence.

Professional/Malpractice/Errors and Omission Insurance in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

Commercial Crime and Third Party Fidelity Insurance in an amount of: _____ per occurrence.

Cyber Liability Insurance in an amount of: _____ per occurrence.

Builders Risk Insurance in an amount equal to 100% of the amount of the Contract.

Pollution Insurance in an amount of: _____ per occurrence.

Aircraft Liability in an amount of: _____ per occurrence.

Notwithstanding anything contained in this section to the contrary, the Director of the Purchasing Division reserves the right to waive the requirement that the State be named as an additional insured on one or more of the Vendor's insurance policies if the Director finds that doing so is in the State's best interest.

9. WORKERS' COMPENSATION INSURANCE: The apparent successful Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. [Reserved]

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

n/a _____ for n/a _____

Liquidated Damages Contained in the Specifications

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payment in advance is prohibited under this Contract. Payment may only be made after the delivery and acceptance of goods or services. The Vendor shall submit invoices, in arrears.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence with regard to all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in <http://www.state.wv.us/admin/purchase/privacy/default.html>.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR CERTIFICATIONS: By signing its bid or entering into this Contract, Vendor certifies (1) that its bid or offer was made without prior understanding, agreement, or connection with any corporation, firm, limited liability company, partnership, person or entity submitting a bid or offer for the same material, supplies, equipment or services; (2) that its bid or offer is in all respects fair and without collusion or fraud; (3) that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; and (4) that it has reviewed this Solicitation in its entirety; understands the requirements, terms and conditions, and other information contained herein.

Vendor's signature on its bid or offer also affirms that neither it nor its representatives have any interest, nor shall acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency. The individual signing this bid or offer on behalf of Vendor certifies that he or she is authorized by the Vendor to execute this bid or offer or any documents related thereto on Vendor's behalf; that he or she is authorized to bind the Vendor in a contractual relationship; and that, to the best of his or her knowledge, the Vendor has properly registered with any State agency that may require registration.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. PURCHASING AFFIDAVIT: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State, Vendors are required to sign, notarize, and submit the Purchasing Affidavit to the Purchasing Division affirming under oath that it is not in default on any monetary obligation owed to the state or a political subdivision of the state.

38. ADDITIONAL AGENCY AND LOCAL GOVERNMENT USE: This Contract may be utilized by other agencies, spending units, and political subdivisions of the State of West Virginia; county, municipal, and other local government bodies; and school districts ("Other Government Entities"), provided that both the Other Government Entity and the Vendor agree. Any extension of this Contract to the aforementioned Other Government Entities must be on the same prices, terms, and conditions as those offered and agreed to in this Contract, provided that such extension is in compliance with the applicable laws, rules, and ordinances of the Other Government Entity. A refusal to extend this Contract to the Other Government Entities shall not impact or influence the award of this Contract in any manner.

39. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

40. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.requisitions@wv.gov.

41. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the Director of the Division of Protective Services shall require any service provider whose employees are regularly employed on the grounds or in the buildings of the Capitol complex or who have access to sensitive or critical information to submit to a fingerprint-based state and federal background inquiry through the state repository. The service provider is responsible for any costs associated with the fingerprint-based state and federal background inquiry.

After the contract for such services has been approved, but before any such employees are permitted to be on the grounds or in the buildings of the Capitol complex or have access to sensitive or critical information, the service provider shall submit a list of all persons who will be physically present and working at the Capitol complex to the Director of the Division of Protective Services for purposes of verifying compliance with this provision. The State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check.

Revised 01/09/2020

Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

42. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

- a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.
- b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:
- c. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars (\$2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or
- d. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

43. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars (\$50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a

“substantial labor surplus area”, as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.


44. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least \$1 million, the vendor must submit to the Agency a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-award interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

45. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

Sheila Manek, Assistant Vice President of Housing and Infrastructure
(Name, Title)
Sheila Manek, Assistant Vice President of Housing and Infrastructure
(Printed Name and Title)
126 Business Park Drive, Utica, NY 13502
(Address)
703-683-8551 cell number--512-695-9465 315.272.2054 fax
(Phone Number) / (Fax Number)
smanek@tidalbasin.rphc.com
(email address)

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through wvOASIS, I certify that I have reviewed this Solicitation in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that I am authorized by the vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

Tidal Basin Government Consulting, LLC
(Company)
 Vice President
(Authorized Signature) / (Representative Name, Title)

Steven Glenn, Vice President
(Printed Name and Title of Authorized Representative)

3/19/2020
(Date)

315-272-2084 phone 315.272.2054 fax
(Phone Number) (Fax Number)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.: DEV200000001

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:

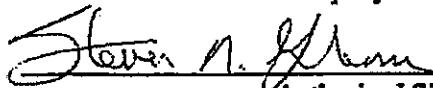
(Check the box next to each addendum received)

- | | |
|--|--|
| <input checked="" type="checkbox"/> Addendum No. 1 | <input type="checkbox"/> Addendum No. 6 |
| <input type="checkbox"/> Addendum No. 2 | <input type="checkbox"/> Addendum No. 7 |
| <input type="checkbox"/> Addendum No. 3 | <input type="checkbox"/> Addendum No. 8 |
| <input type="checkbox"/> Addendum No. 4 | <input type="checkbox"/> Addendum No. 9 |
| <input type="checkbox"/> Addendum No. 5 | <input type="checkbox"/> Addendum No. 10 |

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Tidal Basin Government Consulting LLC

Company

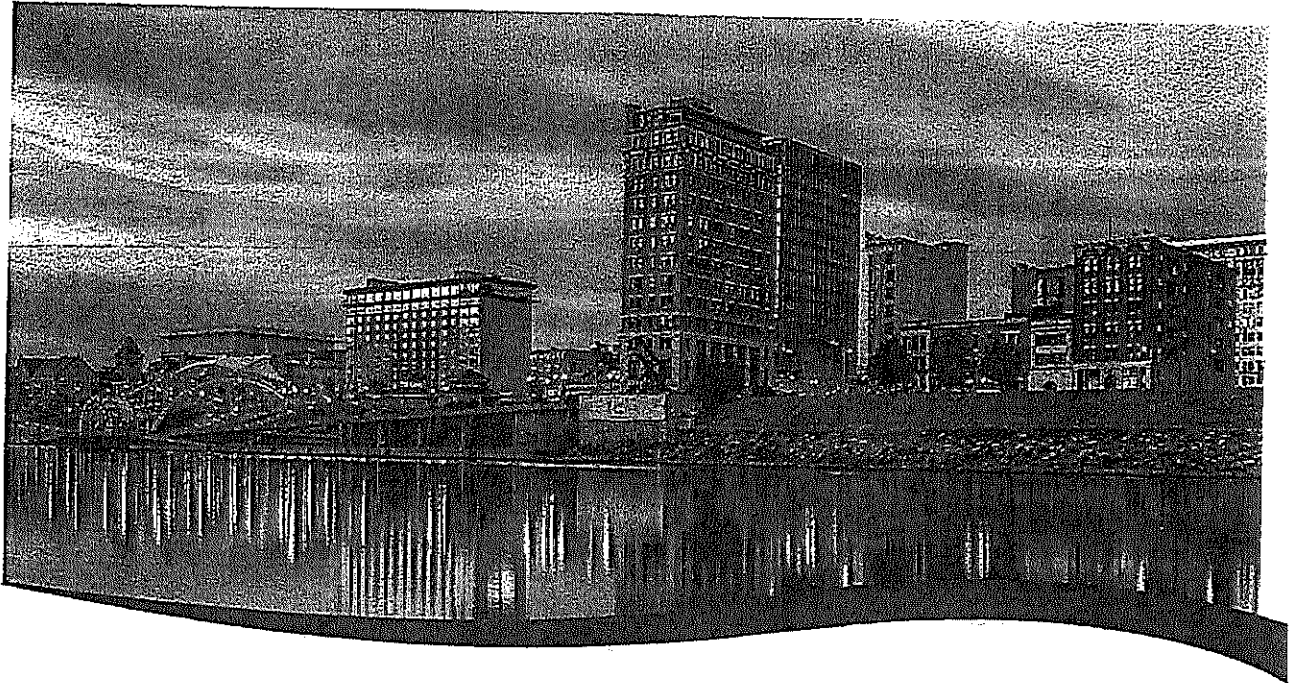


Authorized Signature

March 19, 2020

Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Revised 6/8/2012



Project Specifications

Introduction

The rains that hit West Virginia in 2016 and resulted in unprecedented flooding, landslides, and mudslides, were reported as a rare "1 in 1000 year" event, however, it is increasingly clear the extreme and destructive weather is becoming more commonplace. In fact, West Virginia has experienced four major disaster declarations related to flooding since the 2016 disaster. The need for comprehensive mitigation programs planning to protect the communities and residents of West Virginia from future disasters is essential, and in recognition of this need HUD has allocated more than \$100M to the State for its mitigation efforts.

Tidal Basin will use its combined experience and expertise to assist the West Virginia Development Office (WVDO) in preparing its CDBG-MIT Action Plan and relevant guiding documents, certifications, and policies and procedures to ensure all CDBG-MIT program funds are expended in an effective, compliant, and timely manner. To do so, we will undertake a comprehensive, data-driven mitigation and unmet needs assessment, that will enable us to leverage existing statewide and local hazard mitigation plans. Building on years of disaster recovery and mitigation experience, we will recommend and assist in designing transformative mitigation programs, to help prepare and protect the state and its residents in the face of future disasters. We will work in coordination with the State to set up appropriate controls and financial systems to ensure this investment is spent in full compliance with federal regulations, and prudently for the greatest benefit to those most at-risk areas and residents.

Goals, Objectives, and Approach to Scope of Work

4.2.1.1 Assess the State Hazard Mitigation Plan

As a first step to acquainting our team to the needs of the region our team will do a deep dive into the current State Hazard Mitigation Plan to understand current needs and vulnerabilities. The Tidal Basin team is not only prepared but experienced in assessing state hazard mitigation plans. With five former State Hazard Mitigation Officers (SHMOs) on staff—more than any other consulting firm—we have the tools to efficiently complete our analysis and begin connecting the relevant dots for the State’s CDBG-MIT Action Plan.

Data collected from public outreach will serve as the data driven basis to ensure that the programs and projects designed will advance long-term resilience, align with other planned capital improvements, and promote community-level and regional planning for current and future disaster recovery and mitigation efforts and investments.

The Tidal Basin team understands your need to maximize the use of the federal dollars you receive, but you also need to retain control of how those dollars are spent. Our approach to mitigation need will help you zero in on the real needs of your constituents without having to depend solely on federal data. We have driven the unmet needs assessment process across the states of Florida, South Carolina, Colorado, Mississippi, Texas, and the Commonwealth of Puerto Rico. The resulting data analysis was directly applied to Action Plans, subsequent amendments, and ongoing policy determinations.

4.2.1.2 Prepare CDBG-MIT Action Plan for submission to HUD

A. Mitigation Needs Assessment

HUD requires that all grantees submitting a CDBG-MIT Action Plan must include an assessment of the mitigation needs for housing, economic development, infrastructure, vulnerable populations, and resilience in impacted areas to inform the use of CDBG-MIT funds. Tidal Basin will build upon its hazard mitigation planning expertise to coordinate with the same partners in the unmet needs section of its current CDBG-DR Action Plan to deliver a thorough assessment that will expedite HUD approval.

Disaster Management Specialist Jeremy Cirillo



- Project manager for the Risk-Based Mitigation Needs Assessment Missouri’s CDBG-MIT Action Plan \$41.5M





In the CDBG-MIT Federal Register notice, HUD puts great emphasis on the importance of FEMA Hazard Mitigation planning knowledge and references to state and local Hazard Mitigations Plans (HMPs) when preparing the mitigation needs assessment. Tidal Basin is highly experienced in hazard mitigation planning. The SHMOs on staff are available to assist WVDO with the preparation of this assessment.

We know the State has already assembled large amounts of data and analysis the 2018 State Hazard Mitigation Plan, which will provide our team with an excellent foundation for assessing the State’s significant current and future disaster risks.

We will also quickly identify and access any additional needed data sets and can pull existing documents to quickly and expertly deliver this assessment. This includes the best available data from the State and other federal and state agencies.

The Tidal Basin team has performed needs assessments for state and local governments in the areas of mitigation, housing, economic development, infrastructure, vulnerable populations, and resiliency needs. Additionally, our partners have recent experience developing required CDBG-MIT Mitigation Needs Assessments for the state of Missouri and the city of Columbia, South Carolina, where baseline or local data was limited, and significant independent research and analysis was necessary to complete a robust assessment.

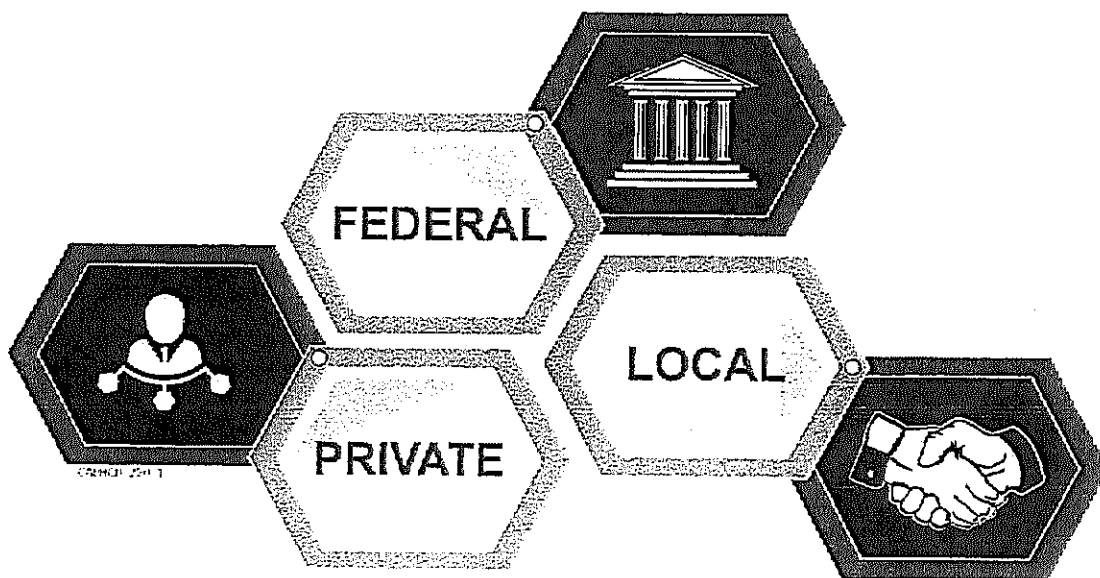
We will assist the state by focusing on impacted areas and perform all necessary task to get the job done quickly, efficiently, and to State and HUD's standards. Our research, data collection and analysis will be robust and include activities such as:

- ▶ **Consultation with stakeholders** including state and local emergency management agencies, regional planning and development officials, the private sector, and West Virginia's State Hazard Mitigation Officer 
- ▶ **Assessment of data** from federal (FEMA, NOAA, USGS), state, and local government which will identify and analyze past, present and future disaster risk
- ▶ **Assessment of current hazard mitigation and disaster recovery plans**, such as West Virginia's FEMA-approved 2018 Hazard Mitigation Plan, the state's five Regional HMP plans, and most recently HUD-approved Community Development Block Grant – Disaster Recovery Action Plan, in order to ensure consistency with, or identify opportunities to leverage other federal, state, and local mitigation projects and planning processes 
- ▶ **Analysis of existing five local Regional Planning and Development Council 1, 2,3,4, and 5 HMP plans** with the state HMP to determine alignment and gaps, and describe coordination and how the proposed mitigation programs or projects will (a) advance long-term resilience, (b) align with other planned capital improvements, and (c) promote community-level and regional planning for current and future disaster recovery efforts and additional mitigation investments including any leveraging opportunities
- ▶ **Risk analyses**, including application of future projections for risk identified in the State HMP with future weather conditions for the next 25 years, verification of probable risk based on methodology in State HMP, and development of uniform county risk score 
- ▶ **Standard procedure for estimating losses** including, but not limited to, Fair Market Values
- ▶ **Unmet needs assessment** 

- ▶ **Quantitative assessments of risk to critical infrastructure and services such as shelter, transportation, health and medical, hazardous materials, and energy**
- ▶ **Social vulnerability analysis of the affected populations in the 12 counties, including mapping and reliance on SOVI index scores**
- ▶ **Outline of history of disasters including flooding, severe storms, winter weather, landslide/subsidence, wildfire, drought, earthquakes, and dam/levee in the State HMP, and the impact of recovery and resiliency improvements.**
- ▶ **Assessment of the current state of building codes, land use and zoning codes**
- ▶ **Geographical impact analysis of the CDBG-MIT funds**
- ▶ **Mapping to illustrate mitigation needs assessment**



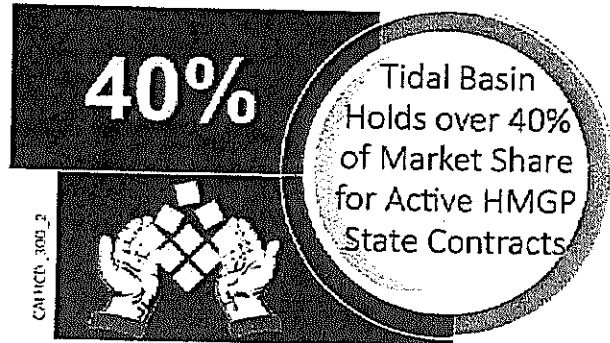
When our team developed the CDBG-MIT Action Plans for both Missouri and City of Columbia, it was apparent that State and Regional Hazard Mitigation Plans are foundational, but may not address in high detail community-specific risks using the same geographic analysis as HUD and the State's Most Impacted and Distressed (MID) areas. Therefore, impacts to stakeholders, vulnerable populations, Native American tribes, most impacted and distressed areas, and gaps in resilient needs will be prioritized using data at the best available data at the lowest level possible. Our assessment will analyze and document these impacts based on income and demographic data, which is vital for Action Plan approval. We will also perform outreach to local and federal partners as needed, being sure to coordinate these efforts with appropriate WVDO staff to ensure the State is meeting the citizen participation requirements outlined for CDBG-MIT funding.



We actively conduct public outreach and collaborate with state and local stakeholders to determine which geographic, economic, and social areas of a state demonstrate the most impact. By incorporating this information, we have developed HUD-approved formulas to distribute funding. In addition to the primary and secondary quantitative data gathered, we will also incorporate qualitative and anecdotal data from outreach meetings with stakeholders. This will assist in telling the human side of the story to HUD. The Tidal Basin team doesn't just focus on the numbers, but also the people who are touched by these disasters.

B. Programs for inclusion in Action Plan, Funding Priorities, Methods of Distribution

As demonstrated throughout this response, a key benefit to WVDO in selecting the Tidal Basin team is our vast experience in Action Plan development and mitigation program design and implementation. Within the last five years and over the course of various projects, we have reviewed, developed, and updated hundreds of hazard mitigation plans. Tidal Basin's Action Plan development team is experienced in providing end-to-end support for HUD CDBG-DR and CDBG-MIT grantees and stakeholders.



Proposed Mitigation Programs

As heavy rains, flooding, and landslides increase in scale and frequency, their impacts become more widespread. These events, as well as underlying economic conditions, such as high unemployment and population loss create unprecedented challenges in recovery and mitigation efforts for state and local communities. Flood events can bring cascading conditions that can exacerbate damages, worsening their impact to communities. The impacts on the mall businesses, transport, water, and electric infrastructure create additional complexities in an already delicate recovery situation. We will tap into our knowledge and experience to identify and design programs and projects to assist West Virginia communities.

**CDBG-DR Technical Advisor
Angela Lawson**



- > Resilience and Mitigation Expert
- > Experience in large-scale program design
- > Certified Planner

Based on HUD regulations, we provide some examples of allowable mitigation programs which West Virginia may want to consider for its Action Plan.

Housing – Typical housing mitigation activities often include resilient reconstruction or rehabilitation, which may assist homeowners with home elevation or storm hardening. Buyout or relocation assistance of homes in disaster-prone areas is another option. A program can be developed that builds off of the work completed with the State's CDBG-DR Up to Code and Rental Assistance Program, that upgrades residences to meet green building standards and with resilient mitigation measures so that vulnerabilities to chronic conditions and severe weather event are minimized.

The 2016 flood damaged 1,200 homes and 23 lives were lost.

Infrastructure – Flooding can directly impact roads, power lines, communication facilities and water distribution systems, including quality and quantity of water available. Typical activities for flood-prone areas may include the rehabilitation of this infrastructure as well as drainage improvement projects, the hardening of water, sewer, and solid waste systems, communications, energy, and transportation infrastructure such as the construction of additional roads that can serve to ease evacuation congestion.

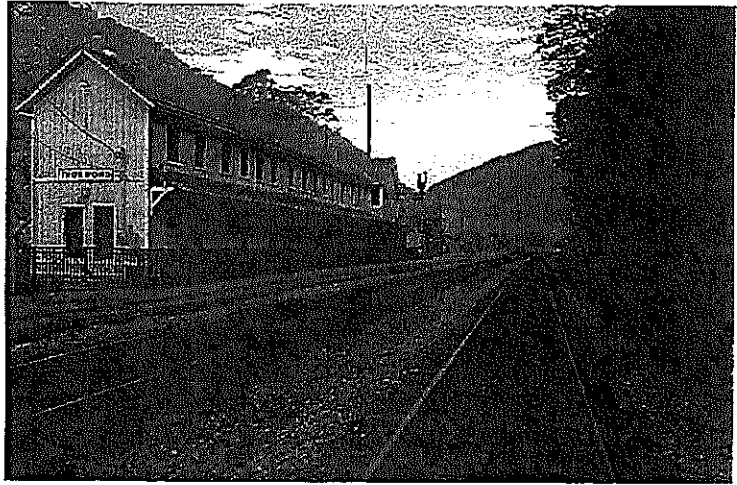
Tidal Basin utilizes stakeholder input, as well as a variety of local resources to identify and address other specific, identified public infrastructure risks. Infrastructure mitigation programs may include regional investments in risk reduction for flood, wind, fire and other hazards to develop disaster-resistant infrastructure systems.

Economic development – The 2016 floods had a tremendous negative economic impact, including losses in the agriculture sector and lost wages due to transportation issues and business closures. Economic development programs, such as forgivable loans and technical assistance to small businesses, and job training programs can be combined with recovery and mitigation

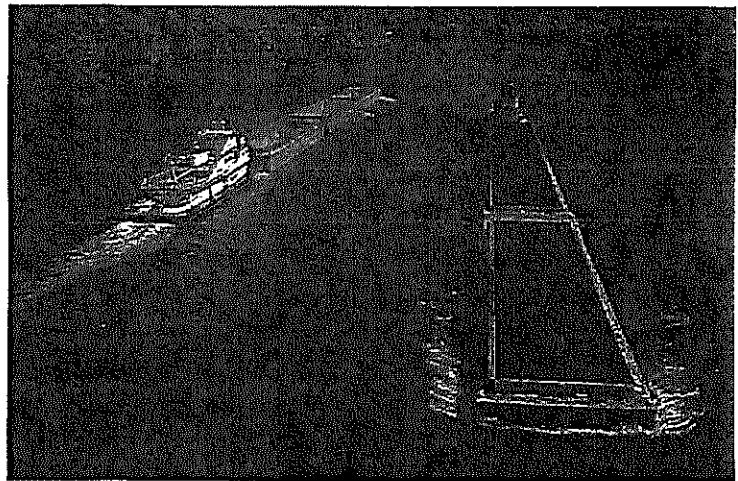
efforts, can ensure impacted communities develop near and long-term economic success. Additionally, recovery and mitigation also put huge new demands on the construction industry, as homes must be elevated and rebuilt to more resilient standards, and roads and other infrastructure must be repaired.

Other examples of eligible economic development programs include assistance to business for installation of disaster mitigation improvements and technologies, financing to support the development of technologies, systems, and other measures to mitigate future disaster impacts. They may include the hardening of commercial areas and facilities and financing critical infrastructure sectors to allow continued commercial operation during and after disasters. Tidal Basin will explore opportunities to leverage funds in any manner possible, including coordination with Opportunity Zones.

Planning, Administration, and Public Services – Planning activities may be used to develop new local and regional plans that integrate updated data and mapping capabilities with public input into long- and short-term development and resilience strategies. Potential planning activities can include the



Thurmond, historic passenger train depot deep in the heart of the New River Gorge.



Coal Barges on the Kanawha River in Charleston

development or updating of land use plans, updated zoning and building codes, infrastructure studies and capital improvement plans, or flood damage prevention ordinances.

Additionally, WVDO and local communities may also fund public service activities necessary to address increased flood insurance costs. These may include education and outreach campaigns of preferred prevention, mitigation, and recovery activities. Public service may also include workforce development and jobs trainings, connecting impacted communities directly to recovery and mitigation efforts, and help to address the potential workforce shortages caused by the increased construction demands described in the previous section. In addition, public service funds may be used for new or quantifiable increases in mental health or addiction programs.

Use of CDBG-MIT as a match – CDBG-MIT may be used to meet a matching requirement, share, or contribution for any other federal program when used to carry out an eligible CDBG-MIT activity. Our team of SMEs and program manager are experienced in navigating the complex overlay of FEMA and HUD requirements to ensure local match can be covered with HUD funds without the risk of non-compliance or federal recapture. For example, any Hazard Mitigation Grant Program (HMGP) the state identifies will carry a 25% local match requirement which can be funding through either source.

With FEMA's Global Match, communities could potentially no longer have to use local funding as a match. The Tidal Basin team understands FEMA's Global Match and has worked with communities to increase their cost savings and to get more projects for their money. We will make every effort within regulations to utilize global match where applicable.



Tidal Basin has demonstrated its capacity to provide technical support to multiple agencies with competing priorities while ensuring projects remain on schedule and meet each program's requirements. Our multi-year engagement supporting New York post-Hurricane Sandy demonstrates our ability to align Public Assistance, CDBG-DR and HMGP funding while considering other federal agency's regulations and requirements. DR-4085-NY (Hurricane Sandy) is a global match disaster utilizing CDBG-DR funding and several projects considered Federal Highway Administration, Federal Aviation Administration, the National Park Service, and FEMA's Public Assistance program regulations and requirements as applications were developed and construction work undertaken.



Our staff Amber Madden, Program Manager, and Bailey deRouen, Technical Advisor, both have experience in the allocation of CDBG-DR as local match to HMGP projects. They develop systems for demonstrating compliance, assisting in the adoption of FEMA environmental reviews to cover HUD requirements, and developing financial management systems to allow for proper accounting.

Funding Priorities, Budget, and Allocation

With the many mitigation program options outlined above, the mitigation needs assessment will be the crucial tool to determine funding priorities. We will work closely with WVDO to evaluate the Most Impacted and Distressed (MID) areas, to identify and map vulnerable and low- and moderate-income (LMI) populations, and to analyze risks to critical lifelines such as safety and security; communications; food, water, and sheltering;



transportations, health and medical; hazardous material management; and energy. These will guide our determination of funding priorities and eventually budget allocations.

There are many important decisions to be made in how this funding is distributed. We recognize West Virginia's focus on housing, infrastructure, and public service activities, and will ensure that these priorities are met, while keeping an openness to additional eligible activities that might evolve during Action Plan development.

Our team will assist the state of West Virginia in determining allocation methodologies and methods of distribution, providing several options along with the pros and cons associated with each.

For example, Tidal Basin's teaming partner, ICF, developed a decision matrix for the state of Missouri's CDBG-MIT program to determine eligible mitigation activities that align with the four highest identified risks. The matrix took the identified risks, named eligible mitigation activities that would address the identified risk, list how risks would be mitigated by the activity, and listed the supporting data.

Tidal Basin's teaming partner, ICF, developed a decision matrix for the state of Missouri's CDBG-MIT program to determine eligible mitigation activities that align with the four highest identified risks. The matrix took the identified risks, named eligible mitigation activities that would address the identified risk, list how risks would be mitigated by the activity, and listed the supporting data.



Tidal Basin has also worked with the state of California to develop their CDBG-DR Action Plan for wildfires and guided them through each allocation option, whether it was program- or location-focused, competition-based or state-mandated, to determine the most beneficial methodology.

Tidal Basin has also worked with the state of California to develop their CDBG-DR Action Plan for wildfires and guided them through each allocation option, whether it was program- or location-focused, competition-based or state-mandated, to determine the most beneficial methodology.



As program allocation decisions are made, the Tidal Basin team is prepared to assist in the development of program and activity budgets, which will include delivery and administrative costs.

Use of Subrecipients

As program development progresses our team will give guidance and recommendations on the appropriate management or subrecipient structure for these programs, including whether they should be managed by the state, county, local municipalities, or non-profit subrecipients.



From our years of experience designing and managing subrecipient program models, we recommend being very clear in the initial Action Plan about which programs are targeted for subrecipients, what the subrecipient requirements will be, and how subrecipients will be selected (whether it is a competition or allocation-based model). Laying the groundwork in the initial Action Plan will allow potential subrecipients to plan and design meaningful projects while balancing the need to meet certain requirements, such as LMI benefit. This can be particularly effective for a competition model for infrastructure activities, allowing local jurisdictions develop strong applications for projects targeting LMI neighborhoods or

populations. Scoring criteria for subrecipients can even be referenced in the Action Plan in order to facilitate this process. These criteria would include:

- ▶ Low- to moderate-income persons served
- ▶ Level of risk reduction
- ▶ Benefit cost ration analysis
- ▶ Leverage
- ▶ Permit schedule
- ▶ Phasing
- ▶ Project synergy
- ▶ Environmental impact

These practices will help to ensure the programs designs will align the needs identified in the mitigation needs assessment with the grant benefit requirement.

Benefit Cost Analysis

As WVDO determines funding priorities and begins to design programs, there may arise the need for a Benefit Cost Analysis (BCA) of a covered project. A covered project is a large-scale infrastructure project having a total cost of \$100M or more, with at least \$50M of CDBG funds (regardless of source- CDBG, CDBG-DR, CDBG-MIT, CDBG-NDR). Since West Virginia's total mitigation allocation is about \$100M, we do not anticipate the need to complete a BCA for this Action Plan, but if this threshold is triggered on a match project, we can provide technical assistance and have a number of experts on our team with experience completing BCAs who can assist.



C. Prepare an Implementation Plan to be included in the Action Plan

The Tidal Basin team will assist the state in an evaluation of its internal capacity and preparation of an Implementation Plan, as required by the CDBG-MIT notices. This evaluation demonstrates the State's capacity to manage the appropriated CDBG-MIT funds and the associated risks.

We will partner with WVDO to prepare a package of information that demonstrates the following:

- ▶ WVDO's ability to provide timely information to program applicants on the status of their applications.
- ▶ WVDO has assessed its capacity and has a plan to address any identified capacity gaps.
- ▶ WVDO has assessed its staffing and has a plan to address any identified staffing gaps.
- ▶ There is a plan to effectively coordinate internally and across agencies.
- ▶ WVDO has a plan to provide technical assistance to its current staff and those employed following the submittal of the plan.
- ▶ There is a clear delineation of roles and responsibilities with respect to management and administration of the CDBG-MIT funds.
- ▶ WVDO has sufficient financial controls and audit plans in place to ensure proper payments and prevent waste, fraud, and abuse.

CDBG-DR Subject Matter Expert Esrone McDaniels



- ▶ Wrote HUD CDBG-DR Action Plans and amendments for 5 major storms
- ▶ Developed the City of San Marcos CDBG-Disaster Recovery Action Plan for \$31M in housing and infrastructure programs

- ▶ WVDO's procurement policies align with those of 2 CFR part 200 and allow for fair and open competitions.
- ▶ WVDO has a system in place to check for duplication of benefits
- ▶ WVDO has policies to address all applicable cross-cutting requirements such as Environmental Review, Uniform Relocation Act, Green Building Standards, and Davis Bacon and Related Acts.

D. Create a budget with quarterly milestone reports

HUD requires the timely expenditure of funds across all its CDBG funding. The Federal Register Notice guiding this mitigation allocation (84 FR 45838) requires grantees expend at least 50 percent of its allocation within six years of HUD's execution of the grant agreement, and 100 percent of its allocation within 12 years of HUD's execution of the grant agreement. As such, Tidal Basin will create a 12-year budget with quarterly milestone reports. This will include budgets and projections for each program compiled in a single chart for the entire CDBG-MIT allocation.

E. Develop Grant Management Processes

As will be detailed in WVDO's Implementation Plan, our team will develop grant management processes that work for WVDO and its staff. This will include financial and procurement processes that will assure the cost reasonableness of all CDBG-MIT expenditures. HUD consistently monitors for compliance in this area, and grantees may struggle to sufficiently document this compliance; for this reason, we will recommend best practices for such documentation, including proper cost and price analyses, independent cost estimates, and cost reasonableness memos.

As described above, West Virginia will have six years to expend more than \$53M, and 12 years to spend the full \$106.5M allocation. The Tidal Basin team will work with the State to develop processes to track the timely expenditure of these funds and the projections of expenditures and outcomes. This will include methods and recommendations for data collect from subrecipients, which will be key to accurate reporting and projections.

F. Analyze Existing Waivers, Draft Any New Waivers

Our experts are experienced in, and, more importantly, successful, at requesting HUD waivers. We will perform an initial evaluation to review existing waivers and to see if any immediate new waivers are needed. Likewise, we'll continue evaluating this need as programs and projects are developed. We will evaluate any potential waiver needs related to the CDBG-MIT award, including but not limited to the needs to expand the most impacted and distressed area map of the state to include a wider span of counties that are vulnerable to floods and other natural disasters.

Technical Advisor Bailey deRouen



- ▶ Successful author of numerous HUD waiver requests
- ▶ Project manager for California 2018 CDBG-DR and CDBG-MIT Action Plan
- ▶ Managed \$4.4B NYC CDBG-DR HUD Action Plan



G. Prepare SF-424 and Certifications

Our team will support WVDO with completing all required forms and certifications for the submission of the State's CDBG-MIT Action Plans, including the SF-424 application for federal assistance and the certification of proficient controls for submission to HUD.

The certifications of proficient controls will include:

- ▶ organizational structure
- ▶ demonstration of adequate financial controls
- ▶ internal and external audit functions
- ▶ federal procurement policies
- ▶ prevention of duplication of benefits policies
- ▶ procedures for timely expenditure of funds
- ▶ procedures to maintain a comprehensive website related to disaster recovery programs
- ▶ procedures to detect and prevent fraud, waste and abuse



4.2.1.3 Financial Control, Procurement and Grant Management

A. Update proficient control documents

Tidal Basin will work closely with the State to ensure comprehensive and effective financial controls, procurement processes, and grant management resources are in place for the successful administration of the CDBG-MIT funds. Tidal Basin will review and update, when needed, the resources used for implementation of West Virginia's existing CDBG and CDBG-DR systems for full compliance with all applicable rules and regulations, including the Uniform Administrative Guidance at 2 CFR Part 200, CDBG regulations at 24 CFR Part 570, and all applicable Federal Register Notices. This will include controls for:

- ▶ Financial controls & financial management system
- ▶ Audit requirements
- ▶ Procurement
- ▶ Duplication of Benefits
- ▶ Program implementation: revision of budgets and program plans, management of program income, period of performance, record retention, timely expenditure of funds
- ▶ Prevention of fraud, waste, and abuse of funds
- ▶ HUD certifications and review

Financial and Grants Manager Katy Sellers



- ▶ Former Texas General Land Office Operation and Public Affairs Director – Led policy and planning for multiple HUD-approved Action Plans and Needs Assessments
- ▶ Wrote Bastrop and central Texas Wildfires CDBG-DR Action Plan and successfully obtained HUD approval



B. Provide final proficient control documents

A final CDBG-MIT Program control document will be provided, and Tidal Basin will ensure it is not only comprehensive, but straightforward and accessible for broad use amongst the agencies and department which will implement these controls.

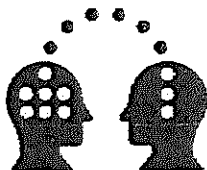


4.2.1.4 Provide Technical Assistance

A. Develop policies and procedures

The Tidal Basin team will assist the WVDO in its development of policies and procedures for each program in the CDBG-MIT grant. We are uniquely positioned to support your team, as our partners at ICF have assisted the state of West Virginia with technical assistance and in the development of policies and procedures for its CDBG-DR programs. They have worked alongside the state's staff and gathered an understanding of the state's needs. This will help us to ensure consistency and efficiency across your various CDBG programs.

We are committed to empowering our West Virginia staff partners through in-depth technical assistance and knowledge transfer. This will



include not only detailed and usable policies and procedures documents, but any necessary trainings for staff at the request and direction of the State. We have trainings ready to go on a variety of important topics, including:

- ▶ Procurement and the Uniform Administrative guidance at 2 CFR part 200
- ▶ CDBG regulations at 24 CFR part 570
- ▶ Analyzing hazard mitigation plans
- ▶ Best practices for mitigation programs and planning

We at Tidal Basin want your staff to be set up for success and to feel fully prepared and equipped to implement impactful mitigation programs.

B. Develop process, procedures, and forms

As stated above, we will draw from our years of experience administering CDBG-DR and hazard mitigation grants to create documents, procedures, forms and systems to administer the CDBG-MIT grant and are available and ready to assist in training staff to prepare them from program implementation.

HUD has an important focus on transparency and accessibility for all of its grant funds, and we are committed to developing all documents and resources with this in mind; we will make sure they are written in plain language and contain sufficient detail and clarity for the use of both program staff as well as the public. We will draw from best practices from other states and jurisdictions to ensure West Virginia is has the necessary tools to effectively and efficiently carry out its mitigation projects.

Senior Expert, Risk Assessment Joanne Potter



- More than 22 years of experience in climate change vulnerability assessment, risk management, and mitigation
- Supported the City of Columbia and the State

of Missouri in the development of the CDBG-MIT Mitigation Needs Assessment, with focus on the potential impact of climate change on future risks



4.2.1.5 Design Program Administration Tools

A. Application Process

The Tidal Basin Team has more than 30 years of experience in policy, program design, and implementation. We have designed programs, along with administrative tools and templates in Louisiana, Texas, New York, Puerto Rico, Michigan, California, and beyond. We will design the application process for all programs approved through the CDBG-MIT Action Plan. The process we design will be simple, effective, responsive to all regulatory and programmatic guidelines, and responsive to existing agency and staff capacity at the State.

We will draft program applications, and application standard operating procedures for each program. At a minimum these SOPs will include:

- ▶ Eligibility criteria
- ▶ Project beneficiary information
- ▶ Outreach strategy
- ▶ Applicant technical assistance strategy
- ▶ NOFA process and criteria
- ▶ Evaluation process and timeline
- ▶ Program application
- ▶ Supporting documents



We will utilize our technical expertise from our years of experience across multiple disaster recovery programs to expedite the process with the adaptation of existing tools, templates, and procedures to the unique needs, conditions, regulatory landscape, and governance of West Virginia.

B. Subrecipient Agreement template

Our team is experienced in drafting, reviewing, and negotiating CDBG-DR subrecipient agreements for local governments, universities, and NGOs. Tidal Basin's legal advisor will work with the state of West Virginia's legal department to ensure that a subrecipient template is developed that is inclusive of all West Virginia requirements.



The templates will include all required legal provisions, crosscutting requirements, and oversight and reporting requirements. We will design a template that provides necessary information on grant expectation and requirements but will also not necessitate repeated amendments; a process which, while sometime unavoidable can be costly and slow down access and availability of funds.

C. Monitoring documents

Oversight and monitoring subrecipients for project progress, expenditure goals, financial controls, federal and state regulations, and cross cutting requirements is best conducted throughout multiple processes that include training, technical assistance, and monitoring. We will assist WVDO in developing the tools and templates to ensure adequate oversight of subrecipients.

Technical Assistance Checklists - The checklists can be used to assess the readiness of each subrecipient for management of CDBG-MIT funds; they will include review of all policies and procedures including financial, procurement, contracting, duplication of benefits, fraud and waste. For those subrecipients who do not yet have all necessary policies and procedures in place; templates can be provided.



Report and Request for Payment Templates - Oversight of the project will continue via monthly reports submitted along with the subrecipient requests for payments that will enable the State to track progress on each project toward its specified goals, expenditure rates, Section 3 and MWBE utilization, and whether federal timekeeping requirements are being met. The templates will ensure all information is captured that will be needed for the State's DRGR reports and for ensuring progress of the projects.

Monitoring Checklists - These checklists can be used for both technical assistance and monitoring visits. They will be created for subrecipient activities that review policies and procedures, financial management systems, and civil rights regulations; and project checklists will be generated for review of procurement, contracting, financial management, environmental reviews, acquisitions, relocations, labor, and lead-based paint, asbestos, and mold.

Technical Assistance and Monitoring Report Templates - These will ensure that the outcome of all reviews and necessary corrective actions are consistently communicated.

D. Document Control and Management

The Tidal Basin team develops document and data management tools that follow all HUD and DOD requirements for data quality and integrity. We have extensive experience developing and implementing complex recovery programs that require large amounts of data capture, organization, and storage. As Project Managers for Puerto Rico's "Tu Hogar Renace" (Your House Reborn) (STEP) program, we hosted data pertaining to repairs for 219,000 applicants. Our data managers interfaced with the client, our oversight consultant, FEMA, 78 independent municipalities, and the applicants to capture and organize all required information and documentation. As Project Managers for the Repair, Reconstruction, and Relocation (R3) Program in Puerto Rico, we are developing a system for capturing assessment, inspection, and compliance information for the repair and reconstruction of 1500 homes. We will work with the state of West Virginia to provide a system that captures and organizes all necessary information and documentation for the CDBG-MIT programs and projects



Tidal Basin, the program manager for the Tu Hogar Renace (STEP) program with \$1.7B in funding, received no findings by the Office of Inspector General (OIG). Tidal Basin's management team ran a very transparent and accountable operation with full real-time visibility by FEMA, OIG, and the Puerto Rico Dept of Housing (Dept de Vivienda).

E. Program and Financial Compliance Requirements

Processes for maintaining internal compliance are critical to a successful and efficient CDBG-MIT Program. The CDBG-MIT dollars are expected to be administered with enhanced oversight from HUD. We will develop the internal policies and procedures for maintaining compliance with 2 CFR 200, Uniform Administrative Requirements, cost principles, and audit requirements for federal awards. Developing policies and procedures and conducting regular internal audits to ensure that you are following all procedures is critical. It is also important to keep up with new guidance from HUD, FEMA and other branches of the federal government as they are developed and adapt internal policies and procedures to meet these new guidance and requirements. Our team remains up to date on the regulatory landscape and will assist throughout the entire planning and implementation period on policy and procedure adaptations, when necessary.



F. Additional processes, procedures, and forms

Regular training for state of West Virginia staff and sub-recipients will increase the success and compliance to programmatic policies and procedures exponentially. The Tidal Basin team have developed and conducted hundreds of trainings, including

- ▶ CDBG basics
- ▶ Program eligibility requirements
- ▶ Uniform Relocation Act
- ▶ Data Management and Personally Identifiable Information
- ▶ Customer Service
- ▶ OSHA and Safety Standards
- ▶ Timekeeping
- ▶ Procurement

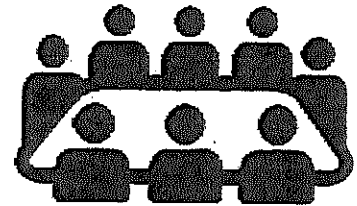
At the State's request, we will utilize our training capabilities to conduct staff training on all policies, procedures, and templates created by our team. We will also develop materials and conduct trainings to subrecipients on the requirements of expectations of managing a CDBG-MIT, as well as provide instructions on the completion of request for payments, reports, and required supporting documentation.

G. Internal Communication

Throughout the term of the contract, we will ensure continuous communication with partners at the state of West Virginia. This will include regular status meetings or calls to review budget, schedule, and performance metrics. Any issues impacting the grant will be reported, and Tidal Basin will be transparent and timely with reports related to project delivery, such as staffing, approach, technology, and budget.

4.2.1.6 Workplan—Timeline, Milestones, and Deliverables

Our team is ready to deploy a group of qualified and experienced staff to assist West Virginia with an expedited Action Plan process along with all of the required public engagement. You will see our planned timeline of deliverables below. We plan to employ a phased approval process so various documents are reviewed several times along the way to completion.



We've divided our deliverables into three distinct sections because of the fast timeline, which allows staff to divide the work streams in a meaningful, clear way so all aspects of the Action Plan get their needed focus. Team will be dedicated to:

1. Mitigation needs assessment, program design and Action Plan development.
2. Ongoing public outreach and touchpoints to stakeholders throughout Action Plan development. We plan to engage county officials, community groups, and impacted citizens throughout the Action Plan development. We find this helpful to reduce the need for revisions during the official Action Plan public comment period since the State will have limited time to review comments and make changes and submit to HUD. They will also assist in keeping material up to date on the State's website and provide necessary language and access services as required by HUD.
3. All complimentary documentation required by HUD as part of the Action Plan submittal. Staff will review documentation for financial management, procurement and grant management so they can prepare necessary updates or certifications for the very large package of information,

recognizing this is called out in the Federal Register for submission 60 days prior to the Action Plan submittal. This team will also prepare the Implementation and capacity assessment to compliment the Action Plan submittal.

While this is an aggressive timeline, we have recently completed several Action Plans with other grantees with equally tight turnarounds. We think our division of labor and timeline are more than achievable towards a successful Action Plan.

Dates	Action Plan and Needs Assessment	Public Outreach	Supporting Documentation
4/1/2020	Assumption of Contract Execution Date		
4/2 to 4/13/2020	Collect existing data and work with stakeholders to gather additional data necessary for a comprehensive needs assessment	Establish a list of key contacts in impacted jurisdictions	Work with staff to review internal documents for financial control, procurement, and grant management
4/14/2020	Present to leadership data available for use in the needs assessment		
4/15 to 4/22/2020		Conduct webinars and targeted outreach to update stakeholders on Action Plan process	
4/20/2020	Submit mitigation needs assessment		
4/22/2020	Present needs assessment to leadership and hold program design discussion to inform Action Plan development		
5/4/2020	Initial draft of Action Plan		Draft implementation plan and capacity assessment
5/5 to 5/15/2020		Conduct stakeholder outreach in impacted areas gathering feedback on initial program design to address unmet needs	
5/20/2020			Draft of financial control, procurement, and grant management documents
5/22/2020	Second draft of Action Plan		

6/3/2020			Submit to HUD financial control, procurement, and grant management documents (HUD requires 60 days prior to Action Plan submittal)
6/11 to 7/27/2020	Third draft of Action Plan, posted for public comment (HUD requires 45 days)		
6/22 to 7/15/2020		Conduct four public hearings in MID counties (Clay, Greenbrier, Kanawha, and Nicholas)	
7/27 to 7/31/2020	Prepare final Action Plan document including response to public comments (HUD requires 45 day posting)		
8/3/2020	Action plan due to HUD		Submit implementation plan with capacity assessment to HUD

4.2.1.7 General Engagement Administration

A. CDBG-MIT Action Plan

Tidal Basin will be responsible for finalizing and providing drafts of the CDBG-MIT Action Plan throughout the development and publication process. One draft will be provided to WVDO staff for review prior to the second public hearing, one final version of the proposed Action Plan will be provided for the second public hearing, and a final version will be provided for submission to HUD incorporating comments and edits resulting from the second public hearing.

B. Technical assistance

Our experts have run hundreds of public meetings for disaster recovery and mitigations programs. Our experience and management approach provide for smoothly run events, while also making the public feel heard throughout the process. Our team always holds meetings in public and accessible locations, oftentimes in libraries, community centers, and public schools. We always take into consideration persons with disabilities when providing Action Plan content. We use interpretative services and on-site availability of translated plans in large font sizes so that those with ear and/or sight impairments have equal access to content.

The MIT Federal Register Notice requires a minimum of two public hearings in Most Impacted and Distressed (MID) areas. We may recommend holding an additional public hearing outside of the MID areas as many of those are also vulnerable to disasters. In coordination of these public hearings, we will manage all logistics and document preparation, including public notices, meeting materials, and sign-in sheets, minutes, and public comments.

As public comments are received, they will be reviewed by our team for content and categorization, identifying common trends and elevating important issues to WVDO. We will immediately elevate comments submitted by elected officials for WVDO review. We will then partner with WVDO to draft responses and edit the Action Plan as directed.

Public Hearing Contingency Planning Recognizing the current public health crisis evolving due to COVID-19, we will have contingency plans ready for virtual public hearings. We are currently making these adjustments with our partners at the state of California by holding virtual public hearings via webinar for their CDBG-DR program, and are ready to engage with the public and stakeholders in West Virginia by whatever method is necessary to ensure meaningful feedback while also ensuring the health and safety of all those involved.

C. Engagement log

All key issues and decisions pertaining to the engagement will be maintained in a log by the Tidal Basin team on the project.

D. Meeting minutes

Throughout Tidal Basin's engagement, we will record and distribute minutes from all meetings, both internal and external to WVDO.

E. Weekly status reports

As a part of our comprehensive project management services, we will provide weekly project status reports to update our partners at WVDO of the progression and completion percentage of each task and deliverable in the workplan.

F. External communications

Tidal Basin will partner with WVDO as needed on any communications with legislative and congressional constituents and other relevant stakeholders. This will include professional and polished reports and presentations, reflecting WVDO style guidelines to ensure consistency across programs.

G. Program operations support

The Tidal Basin team will be available to support with program operations throughout the engagement, as directed by WVDO. We have experience providing project management and policy development and will be on call to assist in whatever capacity is most beneficial for WVDO in the development and submission of the CDBG-MIT Action Plan.

With CDBG-MIT being a new source of funding, our team has the experience in CDBG-DR (HUD funding) and Hazard Mitigation (FEMA funding) to develop an approved Action Plan. In addition, our team has deep experience and knowledge in both funding sources, and we will transfer that knowledge through trainings to the State staff.



Approach and Methodology to Compliance with Mandatory Project Requirements

The Tidal Basin team provides a complete suite of Action Plan writing services and can rapidly support West Virginia's needs. Our team will work with the State to submit a professional, compelling, and compliant Action Plan for CDBG-MIT programs to HUD.

CDBG-MIT funding, a relatively new funding stream for HUD, is not a new concept to our team. Our team holds years of experience in both CDBG-DR and FEMA hazard mitigation funding, which is a key benefit to the State.

Our key staff have collectively designed, written, and received HUD-approval for billions of dollars of CDBG-DR and CDBG-MIT funded programs, which has led to the successful implementation of a wide-range of recovery and mitigation activities. Additionally, the Tidal Basin team has written two CDBG-MIT Action Plans and is poised to deliver for the State.

Our mitigation experts have written, reviewed, and approved hundreds of state and local hazard mitigation plans. This experience will be critical in assisting the State with the CDBG-MIT Action Plan, because HUD approval requires the incorporation of state and local hazard mitigation plans.

Our blend of experienced CDBG-DR and CDBG-MIT Action Plan writers, mitigation plan experts, and data management professionals will guarantee success in the following areas:

- √ Ensure all work product and submissions to HUD comply with FR-619-N-02.

Our team is already well-versed in the Federal Register Notice that governs the CDBG-MIT funds, having created numerous overviews, FAQs, and training documents to provide grantees with the tools necessary to ensure compliance. Additionally, as the team has already created two CDBG-MIT Action Plans to date, our team provides the State with confidence in our ability to meet the requirements of the notice.

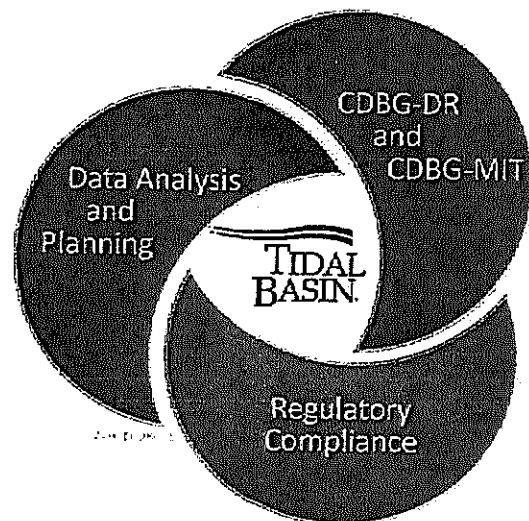
- √ Ensure all work product and submissions to HUD Comply with 2 CFR 200.

Our proposed staff contains experts not only in FRN-619-N-02 but also in the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. Our program manager, Amber Madden, has given numerous trainings on the federal

Project Manager Amber Madden



- Managed content for three CDBG-DR Action Plans
- Extensive community outreach experience
- Bilingual: Spanish/English
- Expert trainer – 24 CFR 570, 2 CFR 200, and Federal Cross Cutting Requirements



procurement requirements outlined in 2 CFR 200 and would be happy to provide this training and technical assistance to the State. We know overlaying procurement requirements with local rules can be tricky, and we are here to help.

√ **Ensure all work product and submission comply with 24 CFR 570**

The CDBG requirements found at 24 CFR 570 are well known to our team. We have written compliant Action Plans, designed and implemented numerous programs and projects, and provided technical assistance on National Objectives and Eligible and Ineligible Activities to a variety of grantees at the state, local, and subrecipient levels. We are ready to deliver for the State.

√ **Ensure all work product and submissions to HUD comply with cross cutting requirements applicable to all types of CDBG programs**

Our team is experienced in the myriad of layered requirements that govern CDBG programs. This includes application Federal Crossing Cutting requirements such as Davis Bacon Labor rules, Section 504, and Section 3 compliance. Our team will ensure the State is familiar with which program activities might trigger these rules and how to remain compliant through the process.

Exceeding Mandatory Qualification and Experience: Action Plans and Assessment

This section demonstrates our strong qualifications and expertise in CDBG-MIT and CDBG-DR Action Plan writing, which exceeds the mandatory qualifications and experience outlined in the RFP; which states the vendor must have completed as least one CDBG-DR or CDBG-MIT Action Plan or Hazard Mitigation Assessment.

Our team has completed and received full HUD approval of CDBG-DR Action Plan's for the city of San Marcos and the state of Texas and is currently writing the CDBG-MIT Action Plan for the state of Missouri and the city of Columbia and the CDBG-DR and CDBG-MIT Action Plan for the state of California. Additionally, our team has completed multiple substantial Action Plan amendments for the city of New York and provided Action Plan support to the city of Houston. Further, we have completed and updated numerous hazard mitigation plans throughout the country as part of our contracts with the state of Hawaii, New York, Michigan, and Alaska.

The project descriptions and reference letter on the following pages highlight these efforts.



CDBG-MIT funding, a relatively new funding stream for HUD, is not a new concept to our team. Our team holds years of experience in both CDBG-DR and FEMA hazard mitigation funding, which is a key benefit to the State. Our team has collectively designed, written, and received HUD-approval for billions of dollars of CDBG-DR funded programs, which has led to the successful implementation of a wide-range of recovery and mitigation activities.

HUD National Disaster Resiliency Competition, Louisiana application, \$92M CDBG-DR



HUD awarded Louisiana \$92M in its pilot program—the National Disaster Resiliency Competition (NDRC). Tidal Basin SME, Angela Lawson, wrote the competitive application. The NDRC program funded projects designed to help communities respond to climate change, revitalize infrastructure, and improve outcomes for vulnerable communities. The NDRC pilot became the foundation for HUD's CDBG-MIT funding.

PROJECT

State of
California CDBG-
DR and CDBG-
MIT Action Plan
Development

CLIENT

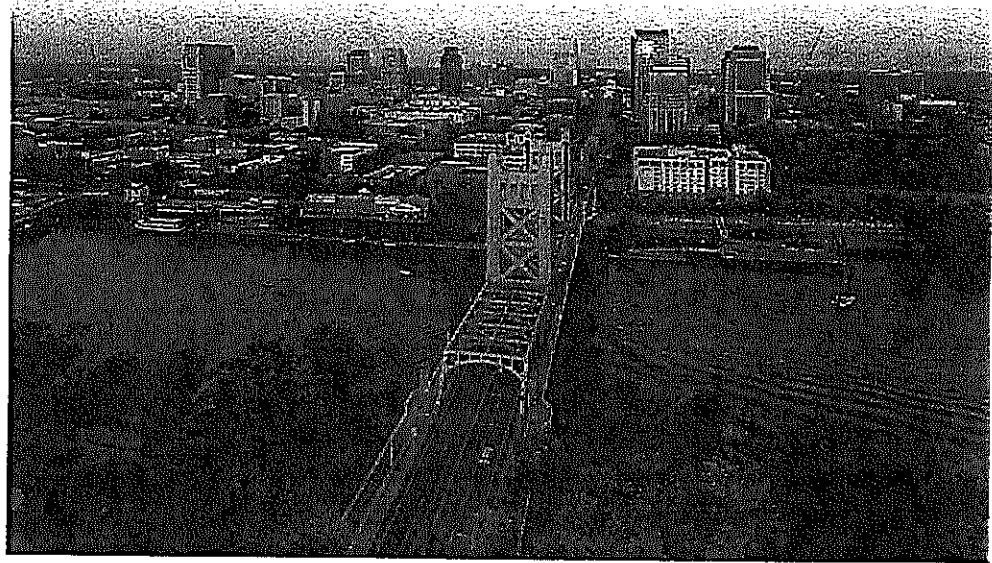
California
Department of
Housing and
Community
Development

PROJECT**YEARS**

2020

GRANT**AMOUNT:**

\$1.02B



The Tidal Basin team is providing technical services to the state of California's Department of Housing and Community Development (HCD) to develop the State's CDBG-DR Action Plan for the 2018 wildfires and corresponding CDBG-MIT allocation that may be issued to the State for 2018 disasters.

The Tidal Basin team assisted the State in developing an aggressive schedule to meet the timeline for submission and provided technical assistance on the requirements under applicable Federal Register Notice and other governing regulations. To create and implement this timeline, our team liaised with numerous public officials at various levels of government to create stakeholder buy in and consensus.

As part of this effort, our team is providing the following services required to develop the CDBG-DR and CDBG-MIT Action Plans:

- ▶ Development the unmet recovery needs and mitigation needs assessment
- ▶ CDBG-DR and CDBG-MIT program design
- ▶ Development of the method of distribution
- ▶ Creation of all HUD required certifications
- ▶ Development of implementation plan and staffing protocol
- ▶ CDBG-DR and CDBG-MIT Training and Technical Assistance
- ▶ Public outreach including preparation of press releases and the coordination of public hearings

Additionally, to assist the State in making informed decisions on their recovery and mitigation program spending, our team has conducted extensive independent research and data collection to identify and prioritize critical unmet needs for long-term community recovery and resiliency.

PROJECT

City of Columbia
CDBG-MIT Action
Plan
Development

CLIENT

Columbia
Community
Development
Department

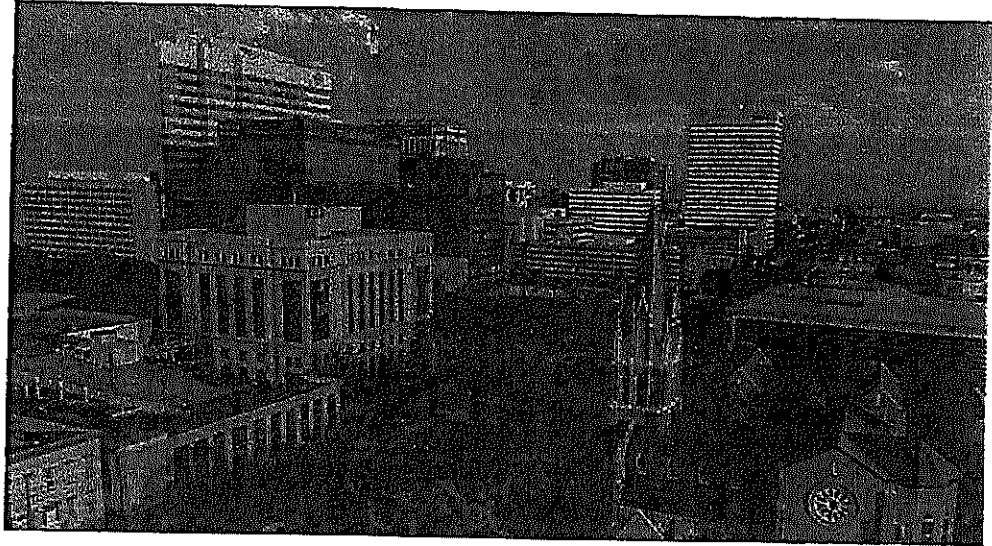
**PROJECT
YEARS**

2020

CDBG-MIT
GRANT

AMOUNT:

\$18.5M



The Tidal Basin team is providing technical services to the City of Columbia, South Carolina to develop the city's first ever CDBG-MIT Action Plan. These efforts include the following:

- ▶ Development of CDBG-MIT Action Plan including a mitigation needs assessment
- ▶ CDBG-MIT program design including method of distribution
- ▶ CDBG-MIT Program Management Services
- ▶ Development of CDBG-MIT program Policies and Procedures
- ▶ CDBG-MIT Training and Technical Assistance
- ▶ Public outreach including preparation of press releases and the coordination of public hearings

The team's work for the mitigation needs assessment included independent research and data collection around local hazards, projecting future risk with specific emphasis on the City's community lifelines. Additionally, they were able to calculate projections for future weather variables in the city out to the year 2100.

PROJECT

State of Missouri
CDBG-MIT Action
Plan
Development

CLIENT

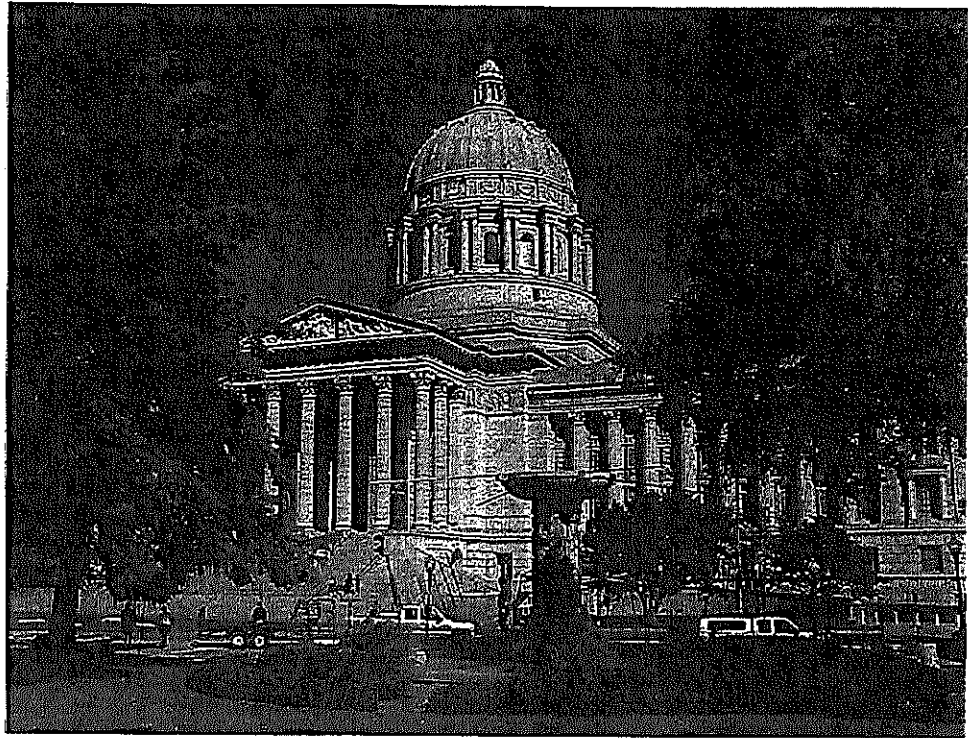
Missouri
Department of
Economic
Development

PROJECT
YEARS

2020

CDBG-MIT
GRANT
AMOUNT:

\$41.5M



The Tidal Basin team is assisting Missouri Department of Economic Development (MO-DED) in drafting their first ever Community Development Block Grant Mitigation (CDBG-MIT) Action Plan. These efforts include the following:

- ▶ Development of CDBG-MIT Action Plan
- ▶ Development of mitigation needs assessment
- ▶ Development of CDBG-MIT Implementation Plan and Capacity Assessment
- ▶ CDBG-MIT program design including method of distribution
- ▶ Citizen Participation Plan and public engagement
- ▶ Management of State Certifications

The team's work for the state of Missouri included the development of a decision matrix to assist with program design and method of distribution. The matrix determined eligible mitigation activities which aligned with the four highest identified risks. The matrix took the identified risks, named eligible mitigation activities that would address the identified risk, list how risks would be mitigated by the activity, and listed the supporting data.

PROJECT

Bastrop and
Central Texas
Wildfire Action
Plan, Needs
Assessment, and
Public Outreach

CLIENT

State of Texas

PROJECT YEARS

2013-2016

CDBG-DR
GRANT

AMOUNT:

\$31M



The Tidal Basin team worked with the state of Texas and the city of Bastrop to develop a compliant needs assessment and Action Plan to secure more than \$30M in HUD funding to support wildfire recovery. The state received these funds after a wildfire broke out burning more than 30,000 acres and destroying more than 1,600 homes. Many of the acreage was in a state park. The team worked with state officials, park executives, city officials, and emergency personnel to hold public hearings and develop the HUD approved Action Plan. Key Tasks:

- ▶ Led meetings with stakeholders
- ▶ Held public hearings
- ▶ Gathered data
- ▶ Developed fund distributions
- ▶ Completed two CDBG-DR Action Plans
- ▶ Completed unmet needs assessments evaluating the need for housing, infrastructure, and economic development. (HUD didn't require at the time an implementation and capacity plan.)
- ▶ Completed HUD checklists
- ▶ Action plans for the state and city were HUD approved

The team also managed all substantial and non-substantial amendments. As part of the amendment process, they performed community outreach, stakeholder meetings, and led multiple public hearings. They responded to all public comments and subsequently managed program design and modifications resulting in HUD approval.

PROJECT

San Marcos CDBG-
DR Action Plan
Development

CLIENT

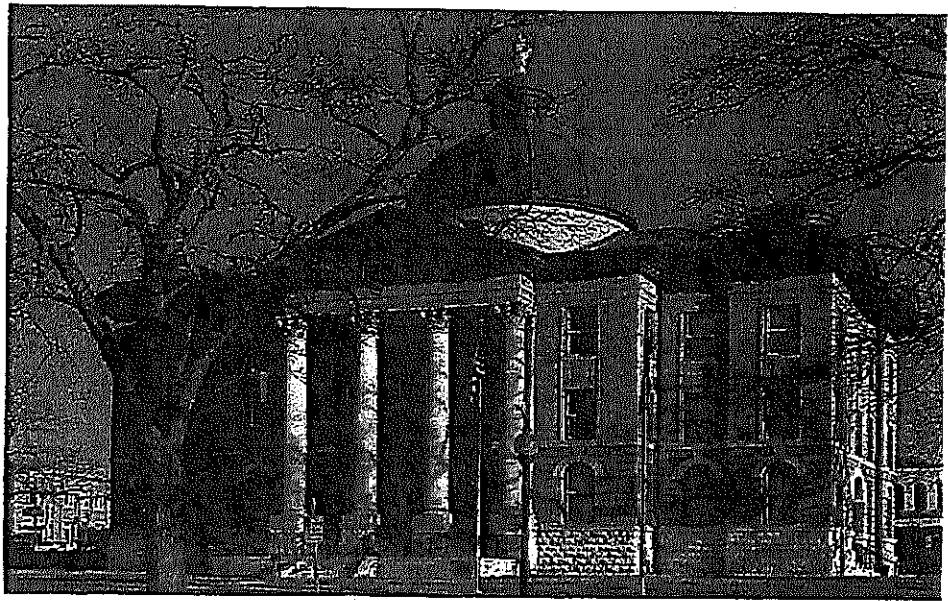
City of San Marcos

PROJECT
YEAR(S)

2016

CDBG-DR
GRANT
AMOUNT:

\$33.7M



The city of San Marcos received \$33.7M in CDBG-DR funding for flooding that occurred in May and October of 2015. Esrone McDaniels, our team's technical advisor provided Action Plan development and disaster recovery services to the city. He led a team whose responsibilities included:

- ▶ Completing a full CDBG-DR Action Plan
- ▶ Completing implementation and capacity plan
- ▶ Completing HUD checklist
- ▶ Action Plan received full HUD approval
- ▶ He also led the following additional efforts related to the Action Plan development process:
 - ▶ Action plan and needs assessment development
 - ▶ Development of the risk analysis
 - ▶ Review of operational policies and procedures
 - ▶ Assisting in developing the city's method of distribution
 - ▶ Developing workshop materials for community and council meetings

The team assisted with determining the city's priorities and accumulated the data necessary to determine unmet needs to support the method of distribution for priority projects related to housing, infrastructure, and economic development activities.

The team also authored the risk analysis included comprehensive research and analysis of the city's financial and technical capacity to implement their program priorities. On behalf of the city, implementation and staffing plans were developed as a part of the risk analysis process to provide HUD with additional details, which enabled them to evaluate the city's capacity to execute the project as specified in the Action Plan. This effort ultimately resulted in the city receiving an expedited approval of its Action Plan.

The following letter of recommendation was issued by the city of San Marcos as an endorsement of the services performed by Esrone McDaniels resulting in a successful CDBG-DR Action Plan for the city. We look forward to providing the same level of service to the State.



CITY MANAGER'S OFFICE

October 26, 2017

To Whom It May Concern:

I highly endorse Esrone McDaniels of The Servium Group, Inc. who I understand is a part of a team that is responding to an opportunity provided by your agency. I, along with other City of San Marcos staff, worked with Mr. McDaniels and other team members to craft a Community Development Block Grant Disaster Recovery (CDBG-DR) Program Action Plan in response to the catastrophic flooding that occurred in San Marcos in May and October 2015. Mr. McDaniels played an integral role in facilitating and coordinating activities between the City of San Marcos and the program management firm.

Although the City of San Marcos is an entitlement community and receives an annual HUD CDBG allocation directly, it was relatively new to the CDBG-DR world. The various layers of regulations associated with the disaster recovery framework presented some challenges for a smaller government such as the City of San Marcos. However, Mr. McDaniels and his team demonstrated a comprehensive knowledge base and capacity relative to the CDBG-DR Program and worked with the City's leadership and citizens to ensure a thorough understanding of the program's nuances. This required several technical assistance visits, workshops with the City Council and community forums to establish the City's priorities for which it would use its funding.

Mr. McDaniels and his team provided an array of disaster recovery technical assistance services to the City in connection with the CDBG-DR funding including:

- Action Plan and Needs Assessment Development
- Development of the Risk Analysis
- Review of operational policies and procedures
- Assisted in developing the City's Method of Distribution
- Developed workshop materials for community and Council meetings
- Worked with the City to submit the final Action Plan to HUD for approval

While working with Mr. McDaniels who is now with The Servium Group, Inc., his technical knowledge of the CDBG-DR regulatory framework coupled with his ability to build consensus made what could have been a cumbersome task a much easier one – which ultimately resulted in the City getting its Action Plan approved and more funding from HUD through a subsequent allocation. This level of expertise will be invaluable to any grantee who may need technical assistance throughout the program administration life-cycle.

I undoubtedly recommend the team for which The Servium Group, Inc. is a part of, to be considered as a prime candidate for participation in the opportunity provided by your agency. Having experts such as The Servium Group, Inc. affiliated with the project makes it easier for grantees to successfully navigate through all the program compliance requirements. Should you have any questions, please contact me at 512-393-8104 or cjamison@sanmarcostx.gov.

Sincerely,

Collette Jamison
Assistant City Manager
City of San Marcos, Texas

CITY HALL • 630 EAST HOPKINS • SAN MARCOS, TEXAS 78666 • 512.393.8104
SANMARCOSTX.GOV

REQUEST FOR PROPOSAL

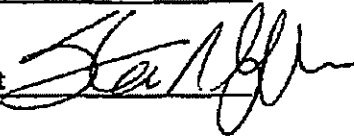
WV Development Office

available until after the contract has been awarded pursuant to West Virginia Code of State Rules §148-1-6.3.d.

By signing below, I certify that I have reviewed this Request for Proposal in its entirety; understand the requirements, terms and conditions, and other information contained herein; that I am submitting this proposal for review and consideration; that I am authorized by the bidder to execute this bid or any documents related thereto on bidder's behalf; that I am authorized to bind the bidder in a contractual relationship; and that, to the best of my knowledge, the bidder has properly registered with any State agency that may require registration.

Tidal Basin Government Consulting, LLC
(Company)

Steven Glenn, Vice President
(Representative Name, Title)



315-272-2084 phone 315.272.2054 fax
(Contact Phone/Fax Number)

3/19/2020
(Date)

ATTACHMENT C: Cost Sheet

Cost information below as detailed in the Request for Proposal and submitted in a separate sealed envelope. Cost should be clearly marked.

BID SCHEDULE

Vendors are to use this form and type in rates as applicable. All blanks must be completed. Failure to complete all sections may result in disqualification. (If you are not charging hourly rate or percentage markup insert "N/C").

A.

Specific Activities Estimated	Unit of Measure	Unit	Cost		
Mitigation Needs Assessment	Unit	\$	42,894.42		
Vulnerable Population Analysis	Unit	\$	15,400.00		
Program Administration Tools	Unit	\$	48,400.00		
Implementation Plan	Unit	\$	44,315.14		
Financial Control, Procurement and Grant Management Document	Unit	\$	37,000.00		
Draft CDBG-MIT Action Plan	Unit	\$	120,200.00		
Final CDBG-MIT Action Plan	Unit	\$	27,400.00		
Technical Assistance, not to exceed 200 hours per year	Hour	\$	170.00		

All vendors responding to this RFP must provide a rate for each of the specific activities listed above.

ALL TRAVEL IS TO BE INCLUDED IN THE QUOTED HOURLY RATES. NO ADDITIONAL COMPENSATION FOR TRAVEL EXPENSES WILL BE MADE TO THE SUCCESSFUL VENDOR.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
04/24/2020

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 Gilroy, Kernan & Gilroy, Inc. 210 Clinton Road P.O. Box 542 New Hartford, NY 13413-0542 Robert Broccoli	315-768-8888	CONTACT NAME: Robert Broccoli PHONE (A/C, No, Ext): 315-768-8888 FAX (A/C, No): 315-768-8600 EMAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE	
INSURED Tidal Basin Government Consulting LLC 675 North Washington St. Alexandria, VA 22314	INSURER A: Cincinnati Insurance Co.	NAIC # 10677
	INSURER B: Federal Insurance Co.	20281
	INSURER C: ACE American	22667
	INSURER D: Westchester Fire Insurance Co	10030
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	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 checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	X	CPP5252643	12/09/2017	12/09/2020	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	EBA 0490929	12/09/2019	12/09/2020	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 checked="" type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	X	X	CPP5252643	12/09/2017	12/09/2020	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	(20) 7176-83-24	06/06/2019	06/06/2020	<input type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	E&O			G27459298 006	06/01/2019	06/01/2020	E&O 5M/5M
C	Cyber			F14612439 001	12/18/2019	12/18/2020	Cyber 10M/10M

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

Certificate holder and the State of West Virginia are included as Additional Insureds.

CERTIFICATE HOLDER

WV Development Office
 1900 Kanawha Blvd.
 E Bldg. Suite 800
 Charleston, WV 25305-0311

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
Lawrence T. Kirby III