A RESOLUTION OF THE CITY COMMISSION OF CITY OF KEY WEST, FLORIDA, THE AUTHORIZING A ONE-YEAR EXTENSION PURSUANT TO SECTION 11.2 OF THE AGREEMENT BETWEEN THE CITY AND TIDAL BASIN GOVERNMENT CONSULTING, LLC (TIDAL BASIN) FOR EMERGENCY MANAGEMENT CONSULTING SERVICES; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE NECESSARY DOCUMENTS, UPON ADVICE AND CONSENT OF THE CITY ATTORNEY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, in Resolution 20-068 the City Commission authorized an Agreement between the City and Tidal Basin Government Consulting, LLC in response to RFP No. 002-20; and WHEREAS, City staff recommends a one-year extension, pursuant to Section 11.2 of the Agreement,

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA AS FOLLOWS:

Section 1: That the Agreement between Tidal Basin and the City is hereby extended for a period of one year, pursuant to Section 11.2 of the Agreement.

Section 2: That specific task orders issued pursuant to the Agreement shall comply with the City's procurement guidelines.

Section 3: That the City Manager is authorized to negotiate and execute any necessary documents, upon advice and consent of the City Attorney.

Section 4: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commissi	ion at a meeting
held this 2nd day of March , 202	1.
Authenticated by the Presiding Officer	and Clerk of the
Commission on 3rd day of March ,	2021.
Filed with the Clerk on March 3	, 2021.
Mayor Teri Johnston	Yes
Vice Mayor Sam Kaufman	Yes
Commissioner Gregory Davila	Yes
Commissioner Mary Lou Hoover	Yes
Commissioner Clayton Lopez	Yes
Commissioner Billy Wardlow	Yes
Commissioner Jimmy Weekley	Yes
	10
- Mix	Enrich
ATTEST:	MAYOŘ
Cheryl Smith	
CHERYL SMITH, CITY CLERK	







THE CITY OF KEY WEST Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3939

### EXECUTIVE SUMMARY

To:

Greg Veliz, City Manager

From:

Kenny Wardlow, Division Chief of EM, KWFD

Date: Reference:

City of Key West Emergency Management Consulting Agreement

#### **Action Statement:**

This resolution will allow the City Manager to negotiate and execute a one year extension to an agreement with Tidal Basin for the purpose of Emergency Management Consulting Services.

#### Background:

The City requested proposals from any prospective contractors. The RFP #002-20 was issued on November 9, 2019 and all proposals were accepted by December 18, 2019. The City received proposals from four (4) contractors:

- Tidal Basin
- CDR McGuire, Inc. 2.
- 3. AG Witt, LLC
- 4.
- Hagerty Consultants Thomas Howell Ferguson, PA 5.
- Kinne Associates, LLC

An agreement was executed on March 20, 2020 between Tidal Basin and the City as authorized by the city commission. Article 11.2 allows for a one year extension.

#### **Financial Impact:**

In the event of a Federally Declared storm or other disaster and the service of an emergency management consulting contractor is needed, typically the City would pay 12.5% of the total cost of services if a declaration of emergency is signed by the Governor of the State of Florida. The remainder of costs would be reimbursed by FEMA at 75% and the State of Florida at 12.5%. In the event of a storm or disaster that does not rise to the level of being Federally declared then the City would be responsible for 100% of the cost of removal and/or monitoring. Under either scenario the City's funding responsibility would be from the General Fund's operating contingency.

#### Recommendation:

Allow the City Manager to execute a one year extension to the agreement with Tidal Basin.

Kenneth Wardlow Jr., Division Chief of Emergency Management Key West Fire Department

Serving the Southernmost City

Serving the Southernmost City ISO Class 1

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA, APPROVING THE STAFF RANKING OF THE RESPONSES TO REQUEST FOR PROPOSALS (RFP) NO. 002-20 FOR EMERGENCY MANAGEMENT CONSULTING SERVICES; AUTHORIZING THE CITY MANAGER TO NEGOTIATE AND EXECUTE A CONTRACT IN CONFORMANCE WITH THE RFP DOCUMENTS, UPON ADVICE AND CONSENT OF THE CITY ATTORNEY; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the City issued a request for Proposals for Emergency Management Consulting Services, capable of providing services set forth in RFP No. 002-20; and

WHEREAS, on December 18, 2019, the City Clerk opened six proposals, and at a public meeting on January 30, 2020, a ranking committee comprised of City staff ranked the responses to the RFP.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF KEY WEST, FLORIDA AS FOLLOWS:

Section 1: That the responses to RFP No. 002-20 for Emergency Management Consulting Services are hereby ranked by staff, and approved by the City Commission as follows:

(1) Tidal Basin
(2) CDR McGuire, Inc.
(3) AG Witt LLC
(4) Hagerty Consultants
(5) Thomas Howell Ferguson PA
(6) Kinne Assoc. LLC

Section 2: That the City Manager is authorized to negotiate and execute a contract with the top-ranked company, Tidal Basin, in substantial conformance with documents in the RFP response, upon advice and consent of the City Attorney. Should the City Manager be unable to negotiate an acceptable contract with the first ranked firm, he shall discontinue negotiations and commence negotiations with the second ranked firm. Should the City Manager be unable to negotiate an acceptable contract with the second ranked firm, he shall discontinue negotiations and report back to the City Commission.

Section 3: Services of an emergency management consulting contractor are anticipated to be paid through a combination of FEMA, State of Florida and City funding from the General Fund's operating contingency, in the event of a Federally Declared Storm or other disaster.

Section 4: That this Resolution shall go into effect immediately upon its passage and adoption and authentication by the signature of the Presiding Officer and the Clerk of the Commission.

Passed and adopted by the City Commission at a meeting held this 21st day of April , 2020.

Authenticated by the Presiding Officer and Clerk of the Commission on 22nd day of April , 2020.

Filed with the Clerk on April 22 , 2020.

Mayor Teri Johnston

Vice Mayor Sam Kaufman

Commissioner Gregory Davila

Commissioner Mary Lou Hoover

Commissioner Clayton Lopez

Commissioner Billy Wardlow

Commissioner Jimmy Weekley

Yes

TERI JOHNSTON, MAYOR

CHERYL SMITH, CITY CLERK

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#### THE CITY OF KEY WEST

Post Office Box 1409 Key West, FL 33041-1409 (305) 809-3700

To:

Greg Veliz, City Manager

From:

Kenneth Wardlow Jr., Division Chief of EM, KWFD

Date:

February 4, 2020

Reference:

City of Key West Emergency Management Consulting Agreement

#### **Action Statement:**

The City of Key West City Commission is respectfully requested to ratify the City Manager's Emergency Declaration of March 18, 2020. In the declaration, the City Manager executed an agreement with Tidal Basin based on the proposals submitted and the ranking of those proposals by the evaluation committee for the purpose of Emergency Management Consulting Services.

#### Background:

The City requested proposals from prospective contactors for Emergency Management Consulting Services; specifically, to provide training, policy and procedure support in advance and during an EOC activation as well as provide public assistance support post EOC activation in the form of assisting Staff in the pursuit of any and all federal, state and local financial recovery opportunities. RFP #002-20 was issued on November 11, 2019 and all proposals were accepted by December 18, 2019. The City received proposals from 6 (6) contractors;

- 1. Tidal Basin
- 2. CDR McGuire Inc.
- 3. AG Witt LLC
- 4. Hagerty Consultants
- 5. Thomas Howell Ferguson PA
- 6. Kinne Assoc. LLC

The proposals were ranked by the following evaluating committee;

- 1. Alan Averette, Operations Chief KWFD
- 2. Todd Stoughton, Risk Management
- 3. Steve McAlearney, Director of Engineering
- 4. Michael Turner, Deputy Director of Community Services

The ranking committee met on January 30, 2020 and presented ranks; all rankings were calculated with the final scores provided below, best to worst;

1. Tidal Basin

323

2. CDR McGuire

294

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KEY WEST FIRE DEPARTMENT







#### THE CITY OF KEY WEST

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3.	AG Witt LLC	259
4.	Hagerty Consultants	241
5.	Thomas Howell Ferguson PA	228
6.	Kinney Assoc. LLC	223

#### Financial Impact:

There is no financial obligation associated with the subject Agreement. Individual taskings will be issued by the City Manager, pursuant to the Agreement and the specified scope of services, for the type and scope of support services required given the nature of the event. The pricing for each tasking will be in accordance with Tidal Basin's cost proposal. The City will establish as part of its annual budget process an appropriation for pre EOC activation training and policy/procedure updates. There is no budget established for support provided by Tidal Basin during an EOC event as well as any of the support services that Tidal Basin may be engaged to perform subsequent to the event. Those costs are generally recovered, subject to federal and state share percentages. Amounts not recovered by either Federal or State participation will be absorbed by the unassigned fund balances (operating reserves) of the impacted City funds.

#### Recommendation:

Respectfully request the ratification of the City Manager's Emergency Declaration of March 18, 2020 facilitating the execution of an agreement with Tidal Basin based on proposals and ranking by the evaluation committee.



#### **EMERGENCY DECLARATION**

To: Greg Veliz, City Manger

From: David Sermak, Purchasing Specialist

Effective Date: March 18, 2020

#### **Action Statement:**

Request the City Manager, Greg Veliz sign this emergency declaration allowing for the negotiation and execution of an agreement to Tidal Basin in response to RFP 002-20 EMERGENCY MANAGEMENT COLSULTING SERVICES.

City of Key West ordinance 2-797 (2) Emergency Procurement – "the city manager may make emergency procurement of commodities or contractual services where the cost exceeds \$50,000.00 when there exists a clear and present threat to public health, property, welfare, safety and other substantial loss to the city..."

#### Background:

The City requested proposals from prospective contactors for Emergency Management Consulting Services; specifically, to provide training, policy and procedure support in advance and during an EOC activation as well as provide public assistance support post EOC activation in the form of assisting Staff in the pursuit of any and all federal, state and local financial recovery opportunities. RFP #002-20 was issued on November 11, 2019 and all proposals were accepted by December 18, 2019. The City received proposals from six (6) contractors;

- 1. Tidal Basin
- 2. CDR McGuire Inc.
- 3. AG Witt LLC
- 4. Hagerty Consultants
- 5. Thomas Howell Ferguson PA
- 6. Kinne Assoc, LLC

The proposals were ranked by the following evaluating committee;

- 1. Alan Averette, Operations Chief KWFD
- 2. Todd Stoughton, Risk Management
- 3. Steve McAlearney, Director of Engineering
- 4. Michael Turner, Deputy Director of Community Services

The ranking committee met on January 30, 2020 and presented ranks; all rankings were calculated with the final scores provided below, best to lowest;

1.	Tidal Basin	323
2.	CDR McGuire	294
3.	AG Witt LLC	259
4.	Hagerty Consultants	241
5.	Thomas Howell Ferguson PA	228
6.	Kinney Assoc. LLC	223

#### Justification:

Originally, a resolution recommending award to Tidal Basin was to go before the City Commission for approval at their regularly scheduled March 24, 2020. The March 24<sup>th</sup> meeting was cancelled, and the resolution was re-scheduled to go before the City Commission at an emergency City Commission meeting on March 17, 2020. The meeting of March 17<sup>th</sup> was cancelled based on CDC guidelines with respect to the congregation of more than 10 individuals. With an immediate need for COVID-19 public assistance support, it is recommended the City Manager declare the emergency purchase pursuant to City of Key West ordinance 2-797 (2) Emergency Procurement.

#### Financial Impact:

There is no financial obligation associated with the subject Agreement. Individual taskings will be issued by the City Manager, pursuant to the Agreement and the specified scope of services, for the type and scope of support services required given the nature of the event. The pricing for each tasking will be in accordance with Tidal Basin's cost proposal. The City will establish as part of its annual budget process an appropriation for pre EOC activation training and policy/procedure updates. There is no budget established for support provided by Tidal Basin during an EOC event as well as any of the support services that Tidal Basin may be engaged to perform subsequent to the event. Those costs are generally recovered, subject to federal and state share percentages. Amounts not recovered by either Federal or State participation will be absorbed by the unassigned fund balances (operating reserves) of the impacted City funds

#### Recommendation:

ity Manage

The Purchasing Specialist respectfully requests that City Manager Greg Veliz approve this emergency declaration allowing for the City Manager to negotiate and subsequently enter into a formal agreement with Tidal Basin for Emergency Consulting Services. A resolution having the City Commission ratify the subject emergency declaration will be placed on the next regularly scheduled City Commission meeting.

3-18.20

Date

# INTEROFFICE MEMORANDUM

To: Kenneth Wardlow, Division Chief

CCt David Sermak, Purchasing; Mark Finigan, Finance Director

From: Cheri Smith, City Clerk

Date: December 19, 2019

Subject: RFP 002-20 - EMERGENCY MANAGEMENT CONSULTING SERVICES

The following bids were opened Wednesday, December 18, 2019 at 3:00 p.m. in response to the above referenced project.

CDR Maguire, Inc.

P.O. Box 771750 Miami, FL 33177 \$314,225.00

2. Thomas Howell Ferguson, P.A.

2615 Centennial Blvd. Suite 200 **Pricing Sheet** 

Tallahassee, FL 32308

 Tidal Basin Government Consulting 126 Business Park Drive \$294,160.00

Utica, NY 13502

 Hagerty Consulting 1618 Orrington Ave. Suite 201 **Pricing Sheet** 

Suite 201 Evanston, IL 60201

 Kinne Associates, LLC 7777 Davie Road Extension

**Pricing Sheet** 

Suite 302A-3 Hollywood, FL 33025

 AG Witt, LLC
 10801 Searcy Building Executive Center Drive Plaza 1
 Little Rock, AR 72211 \$279,950.00

1

CS/mcs

RFP 002-20 EMERGENCY MANAGEMENT CONSULTING SERVICES

# CITY OF KEY WEST

AGREEMENT TO FURNISH
EMERGENCY
MANAGEMENT
CONSULTING
SERVICES
TO THE
CITY OF KEY WEST

MARCH 19, 2020

#### **AGREEMENT**

THIS IS AN AGREEMENT, dated the March 19, 2020, between:

Tidal Basin Government Consulting, LLC (Tidal Basin)

a for profit corporation, authorized to do business in the State of

Florida, hereinafter "CONSULTANT."

and

#### CITY OF KEY WEST

a Florida municipal corporation, hereinafter "CITY,"

#### WITNESSED:

In consideration of the mutual terms and condition, promises, covenants, and payments hereinafter set forth, CITY and CONSULTANT agree as follows:

# ARTICLE 1 PREAMBLE

In order to establish the background, context and form of reference for this Agreement and to generally express the objectives, and intentions, of the respective parties herein, the following statements, representations and explanations shall be accepted as predicates for the undertakings and commitments included within the provisions which follow and may be relied upon by the parties as essential elements of the mutual considerations upon which this Agreement is based.

- 1.1 The CITY is in need of an independent contractor to provide professional emergency management support services to the City of Key West.
- 1.2 On December 18, 2019, the CITY received a proposal from CONSULTANT, dated December 18, 2020, to provide emergency management support services to the CITY, including situational awareness, planning, training, and decision support services.
- 1.3 The CITY and CONSULTANT desired to enter into an Agreement for the provision of emergency management support services as set forth herein.
- 1.4 The CITY Manager is authorized to execute an agreement with CONSULTANT for services related to the scope of work set forth in the Proposal attached hereto as Exhibit "A", (Levels 1 and 2 if appropriate) and as more particularly described herein.

# ARTICLE 2 SCOPE OF WORK

- 2.1 The CONSULTANT shall furnish all of the materials, tools, supplies, and labor necessary to perform all of the work described in the Proposal, a copy of which is attached hereto and specifically made a part of this Agreement as Exhibit "A".
- 2.2 CONSULTANT hereby represents to CITY, with full knowledge that CITY is relying upon these representations when entering into this Agreement with CONSULTANT, that CONSULTANT has the professional expertise, experience and manpower to perform the services to be provided by CONSULTANT pursuant to the terms of this Agreement.
- 2.3 None of the work or services under this contract shall be subcontracted beyond that shown on List of Major Sub-contractors submitted to the CITY by CONSULTANT, unless CONSULTANT obtains prior written consent from the CITY. Approved subcontractors shall be subject to each provision of this contract and CONSULTANT shall be responsible and indemnify the CITY for all subcontractors' acts, errors or omissions.
- 2.4 The specific services to be provided by the CONSULTANT and the compensation for such services shall be as mutually agreed to in separate Not To Exceed Task Orders to this AGREEMENT. Each Task Order when fully executed shall become a supplement to and a part of this AGREEMENT.
  - 2.4.1. Each Task Order shall be supported by appropriate cost and pricing data, pursuant to the CONSULTANT'S Proposal, and such other documentation as required by the CITY.
  - 2.4.2. Task Orders shall be numbered consecutively as specified by CITY. Each Task Order shall include a description of the scope of services and specified deliverables, time of completion, total estimated costs of services, and method of compensation. Additional information shall be provided to the CITY if required. Amended Task Orders shall include substantially the same information and be submitted to the CITY for approval.
  - 2.4.3. The CITY may make or approve changes within the general Scope of Services in any Task Order. If such changes affect the CONSULTANT's cost of or time required for performance of the services, an equitable adjustment shall be made through an amendment to the Task Order.
  - 2.4.4. A Task Order may be terminated at any time, with or without cause, by the CITY upon written notice to CONSULTANT. CONSULTANT shall perform no further work upon receipt of this notice unless specifically authorized by the City Manager of the City of Key West. On termination, the CONSULTANT shall be paid for all authorized services performed up to the termination date plus, if terminated for the convenience of the CITY, reasonable expenses incurred during the close-out of the Task Order. The CITY shall not pay for anticipatory profits.

- 2.4.5. The CONSULTANT shall begin services under any Task Order when authorized by a Purchase Order issued by the CITY and delivered to CONSULTANT.
- 2.5 The CITY and CONSULTANT may negotiate additional scopes of services, compensation, time of performance and other related matters for each Task Order as allowed by this Agreement. If CITY and CONSULTANT cannot contractually agree, CITY shall have the right to immediately terminate negotiations at no cost to CITY and procure services from another source.
- 2.6 CONSULTANT shall perform the professional services under this Agreement at the level customary for competent and prudent professionals in CONSULTANT'S field performing such services at the time and place where the services are provided. In the event CONSULTANT does not comply with this standard, and omissions or errors are made by CONSULTANT, CONSULTANT will correct such work that contains errors or omissions and reimburse CITY through compensation for damages.

# ARTICLE 3 TIME FOR COMPLETION

- 3.1 The CONSULTANT shall commence work as directed by CITY and in accordance with a project timeline to be provided to CONSULTANT by the CITY. CONSULTANT shall complete all work in a timely manner in accordance with the project timeline and as stated in Exhibit "A", , to this Agreement.
- 3.2 Anything to the contrary notwithstanding, minor adjustment to the timetable for completion approved by CITY in advance, in writing, will not constitute a delay by CONSULTANT. Furthermore, a delay due to an Act of God, fire, lockout, strike or labor dispute, riot or civil commotion, act of public enemy or other cause beyond the control of CONSULTANT shall extend this Agreement for a period equal to such delay and during this period such delay shall not constitute a delay by CONSULTANT for which liquidated damages are due.

# ARTICLE 4 COMPENSATION AND METHOD OF PAYMENT

- 4.1 The CITY hereby agrees to pay CONSULTANT for the faithful performance of this Agreement, for work contracted in accordance with Task Orders awarded pursuant to 2.4 of this Agreement and the CONSULTANT'S Proposal attached hereto as Exhibit "A".
- 4.2 The CITY will make Task Order payments to CONSULTANT for contracted and proper work and in the amounts stated in Exhibit "B", Unit Price Proposal, Level 1 Support (Emergency Response) and Level 2 Support (Emergency Preparation).

- 4.3 The CONSULTANT shall guarantee all portions of the Project against poor workmanship and faulty materials for a period of twelve (12) months after final payment and shall immediately correct any defects which may appear during this period upon notification by CITY.
- 4.4 The making and acceptance of the final payment shall constitute a waiver of all claims by the CONSULTANT other than those arising from requirements of the specifications.
- 4.5 CONSULTANT is prohibited from placing a lien on the CITY's property. This prohibition applies to; inter alia, all sub-CONSULTANTs and subcontractors, suppliers and labors.

# ARTICLE 5 CONSULTANT'S LIABILITY INSURANCE

- 5.1 The CONSULTANT shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the CITY nor shall the CONSULTANT allow any Subcontractor to commence work on his subcontract until all similar such insurance required of the subcontractor has been obtained and approved.
- 5.2 Certificates of insurance, reflecting evidence of the required insurance, shall be filed with the CITY prior to the commencement of the work. These Certificates shall contain a provision that coverage afforded under these policies will not be canceled until at least thirty (30) days prior written notice has been given to the CITY. Policies shall be issued by companies authorized to do business under the laws of the State of Florida.
- 5.3 Insurance shall be in force until all work required to be performed under the terms of the Contract is satisfactorily completed as evidenced by the formal acceptance by the CITY. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the period of this contract, then in that event, the CONSULTANT shall furnish, at least thirty (30) days prior to the expiration of the date of such insurance, a renewed certificate of insurance as proof that equal and like coverage for the balance of the period of the contract and extension thereunder is in effect. The CONSULTANT shall not continue to work pursuant to this contract unless all required insurance remains in full force and effect.
- 5.4 Comprehensive General Liability insurance to cover liability bodily injury and property damage. Exposures to be covered are: premises, operations, products/completed operations, and certain contracts. Coverage must be written on an occurrence basis, with the following limits of liability:
  - a) Workers' Compensation Insurance as required by law;
  - b) Comprehensive General Liability Insurance \$1,000,000 per occurrence;
  - c) Automobile Liability Insurance \$1,000,000 per occurrence, \$1,000,000 per Accident for bodily injury and \$1,000,000 per accident for property damage, when applicable.
- 5.5 The CONSULTANT shall hold the CITY, its agents, and employees, harmless on account of claims for damages to persons, property or premises arising out of CONSULTANT's negligent

operations in completing this Agreement and name the CITY as an additional insured under their policy.

# ARTICLE 6 PROTECTION OF PROPERTY

6.1 At all times during the performance of this Contract, the CONSULTANT shall protect the CITY's property and properties adjoining the Project site from all damage whatsoever on account of the work being carried on pursuant to this Agreement.

# ARTICLE 7 CONSULTANT'S INDEMNIFICATION

- 7.1 The CONSULTANT agrees to release the CITY from and against any and all liability and responsibility in connection with the above mentioned matters. The CONSULTANT further agrees not to sue or seek any money or damages from CITY in connection with the above mentioned matters, except in the event that the CITY fails to pay to CONSULTANT the fees and costs as provided for in Article 4 herein.
- 7.2 The CONSULTANT agrees to indemnify and hold harmless the CITY, its trustees, elected and appointed officers, agents, servants and employees, from and against any and all claims, demands, or causes of action of whatsoever kind or nature, and the resulting losses, costs, expenses, reasonable attorneys' fees, liabilities, damages, orders, judgments, or decrees, sustained by the CITY or any third party arising out of, or by reason of, or resulting from the CONSULTANT's negligent acts, errors, or omissions.
- 7.3 If a court of competent jurisdiction holds the CITY liable for certain tortuous acts of its agents, officers, or employees, such liability shall be limited to the extent and limit provided in 768.28, Florida Statutes. This provision shall not be construed as a waiver of any right or defense that the CITY may possess. The CITY specifically reserves all rights as against any and all claims that may be brought.

# ARTICLE 8 INDEPENDENT CONTRACTOR

8.1 This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that the CONSULTANT is an independent contractor under this Agreement and not the CITY's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONSULTANT shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the CONSULTANT's activities and responsibilities hereunder provided.

This Agreement shall not be construed as creating any joint employment relationship between the CONSULTANT and the CITY and the CITY will not be liable for any obligation incurred by CONSULTANT, including but not limited to unpaid minimum wages and/or overtime premiums.

# ARTICLE 9 PERFORMANCE BOND

9.1 No performance bond shall be required under this Agreement.

# ARTICLE 10 CHANGES TO SCOPE OF WORK AND ADDITIONAL WORK

- 10.1 The CITY or CONSULTANT may request changes that would increase, decrease or otherwise modify the Scope of Services/Basic Services to be provided under this Agreement as described in Article 2 of this Agreement. Such changes or additional services must be in accordance with the provisions of the Code of Ordinances of the CITY and must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement, including the initiation of any additional or extra work. Each amendment shall at a minimum include the following information on each project:
  - PROJECT NAME
  - PROJECT DESCRIPTION
  - ESTIMATED PROJECT COST
  - ESTIMATED COST FOR ADDITION OR CHANGE TO PROJECT CONTRACT
  - ESTIMATED PROJECT COMPLETION DATE
- 10.2 In no event will the CONSULTANT be compensated for any work which has not been described in a separate written agreement executed by the parties hereto.

# ARTICLE 11 TERM AND TERMINATION

11.1 This Agreement may be terminated by either party for cause, or the CITY for convenience, upon ten (10) days written notice by the CITY to CONSULTANT in which event the CONSULTANT shall be paid its compensation for services performed to termination date. In the event that the CONSULTANT abandons this Agreement or causes it to be terminated, he shall indemnify the CITY against any loss pertaining to this termination up to a maximum of the full contracted fee amount. All finished or unfinished documents, data, studies, plans, surveys, and reports prepared by CONSULTANT shall become the property of CITY and shall be delivered by CONSULTANT to CITY.

11.2 This Agreement shall take effect as of the date of execution as shown herein below and continue in effect for a period of one (1) year from the date of execution with an option to extend for additional one (1) year.

# ARTICLE 12 CONTRACT DOCUMENTS

12.1 CONSULTANT and CITY hereby agree that the following Specification and Contract Documents, which are attached hereto and made a part thereof, are fully incorporated herein and made a part of this Agreement, as if written herein word for word: this Agreement; CONSULTANT's Proposal for Emergency Management Support Services to the CITY, as set forth in and made a part of this Agreement as Exhibit "A", "Level 1 & 2"; and all other exhibits thereto.

# ARTICLE 13 MISCELLANEOUS

- 13.1 <u>Legal Representation</u>. It is acknowledged that each party to this Agreement had the opportunity to be represented by counsel in the preparation of this Agreement and, accordingly, the rule that a contract shall be interpreted strictly against the party preparing same shall not apply due to the joint contribution of both parties.
- Assignments. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONSULTANT without the prior written consent of CITY. For purposes of this Agreement, any change of ownership of CONSULTANT shall constitute an assignment which requires CITY approval. However, this Agreement shall run to the CITY and its successors and assigns.
- 13.3 Records. CONSULTANT shall keep books and records and require any and all subcontractors to keep books and records as may be necessary in order to record complete and correct entries as to personnel hours charged to this engagement, and any expenses for which CONSULTANT expects to be reimbursed, if applicable. Such books and records will be available at all reasonable times for examination and audit by CITY and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete or incorrect entries in such books and records will be grounds for disallowance by CITY of any fees or expenses based upon such entries. CITY is a public agency subject to Chapter 119, Florida Statutes. To the extent that CONSULTANT is acting on behalf of CITY pursuant to Section 119.0701, Florida Statutes, CONSULTANT shall:
  - a) Keep and maintain public records that ordinarily and necessarily would be required to be kept and maintained by CITY were CITY performing the services under this agreement;
  - b) Provide the public with access to such public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed that provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

- c) Ensure that public records that are exempt or that are confidential and exempt from public record requirements are not disclosed except as authorized by law; and
- d) Meet all requirements for retaining public records and transfer to CITY, at no cost, all public records in possession of the CONSULTANT upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt. All records stored electronically must be provided to the CITY.
- 13.4 <u>Ownership of Documents.</u> Reports, surveys, plans, studies and other data provided in connection with this Agreement are and shall remain the property of CITY.
- 13.5 No Contingent Fees. CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the CITY shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.
- 13.6 <u>Notice</u>. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. For the present, the CONSULTANT and the CITY designate the following as the respective places for giving of notice:

CITY: Greg Veliz, CITY Manager

1300 White Street

Key West, FL. 33040

Copy To: Shawn Smith, CITY Attorney

1300 White Street

Key West, FL 33040

**CONSULTANT: Christina Aiello** 

126 Business Park Drive

Utica, New York 13502

- 13.7 <u>Binding Authority</u>. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.
- 13.8 <u>Exhibits</u>. Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The exhibits if not physically attached should be treated as part of this Agreement and are incorporated herein by reference.
- 13.9 <u>Headings.</u> Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.
- 13.10 <u>Severability.</u> If any provision of this Agreement or application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.
- 13.11 <u>Governing Law.</u> This Agreement shall be governed by the laws of the State of Florida with venue lying in Monroe County, Florida.
- 13.12 <u>Disputes.</u> Any claim, objection, or dispute arising out of the terms of this Agreement shall be litigated in the Sixteenth Judicial Circuit Court in and for Monroe County.
- 13.13 Attorney's Fees. To the extent authorized by law, in the event that either party brings suit for enforcement of this Agreement, the prevailing party shall be entitled to attorney's fees and court costs in addition to any other remedy afforded by law.
- 13.14 Extent of Agreement. This Agreement together with Contract Documents, attached as an Exhibit hereto, as amended herein above represents the entire and integrated agreement between the CITY and the CONSULTANT and supersedes all prior negotiations, representations or agreements, either written or oral.
- 13.15 <u>Waiver.</u> Failure of the CITY to insist upon strict performance of any provision or condition of this Agreement, or to execute any right there in contained, shall not be construed as a waiver or relinquishment for the future of any such provision, condition, or right, but the same shall remain in full force and effect.

#### **ARTICLE 14**

#### **BREACH**

14.1 CONSULTANT shall perform its services in compliance with all FEMA required methods and procedures in order to maximize CITY'S reimbursement by FEMA for emergency services and expenses. Failure of CONSULTANT to fulfill this obligation or any other obligation under this Agreement shall be a breach of this agreement and CITY shall be able to recover any and all of its losses or damages arising therefrom.

#### **ARTICLE 15**

#### SUSPENSION AND DEBARMENT

- (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the CONSULTANT is required to verify that none of the CONSULTANT, its principals (defined at 2 C.F.R. §180.995), or its affiliates (defined at 2 C.F.R. §180.095) are excluded (defined at 2 C.F.R. §180.940) or disqualified (defined at 2 C.F.R. §180.935).
- (2) The CONSULTANT must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (3) This certification is a material representation of fact relied upon by Client. If it is later determined that the CONSULTANT did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to Client, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- (4) The CONSULTANT agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this Agreement is in force. The CONSULTANT further agrees to include a provision requiring such compliance in its lower tier covered transactions.

#### **ARTICLE 16**

#### **BYRD ANTI-LOBBYING CLAUSE**

Contractors [including CONSULTANT] who apply or bid for an award of \$100,000.00 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. §1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. [See Attached signed APPENDIX – 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING]

#### **ARTICLE 17**

I. Access by the Client, Subgrantees, Federal Grantor Agency and Comptroller General: The CONSULTANT shall allow access by the Client, subgrantees, Federal grantor agency and Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the CONSULTANT which are directly pertinent to that specific Agreement for the purpose of making audit, examination, excerpts and transcriptions.

#### **Compliance with the Contract Work Hours and Safety Standards Act:**

- (1) Overtime requirements. No CONSULTANT, contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) <u>Violation; liability for unpaid wages; liquidated damages.</u> In the event of any violation of the clause set forth in paragraph (1) of this section, the CONSULTANT, and any contractor(s) or subcontractor(s), responsible therefor shall be liable for the unpaid wages. In addition, such CONSULTANT/contractor/subcontractor shall be liable for liquidated damages, if applicable.
- (3) Withholding for unpaid wages and liquidated damages. The Client shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold, or cause to be withheld, from any moneys payable on account of work performed by the CONSULTANT or its subcontractor(s) under the Agreement, or any other Federal contract with the same CONSULTANT or subcontractor(s), such sums as may be determined to be necessary to satisfy any liabilities of the CONSULTANT or subcontractor(s) for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- (4) <u>Subcontracts.</u> The CONSULTANT or subcontractor(s) shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section, and also a clause requiring subcontractors to include these clauses in any lower tier subcontracts. The CONSULTANT shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

#### **ARTICLE 18**

#### Clean Air Act.

- (1) The CONSULTANT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §7401 et seq.
- (2) The CONSULTANT agrees to report each violation to any applicable agency and understands and agrees that the applicable agency may, in turn, report each violation as required to assure notification to the Client, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- (3) The CONSULTANT agrees to include these requirements in each subcontract exceeding \$150,000 that is financed in whole or in part with Federal assistance provided by FEMA.

#### (This space intentionally left blank)

IN WITNESS WHEREOF, the parties have executed this Agreement on the respective dates under each signature: The CITY, signing by and through its CITY Manager, attested to by its CITY Clerk, duly authorized to execute same, and by CONSULTANT, by and through its <u>Assistant Vice President</u>, duly authorized officer to execute same.

**CITY** 

THE CITY OF KEY WEST, FLORIDA

Greg Veliz, CVTy Manager

**AUTHENTICATION:** 

Cheri Smith, CITY Clerk

(SEAL)

APPROVED AS TO FORM AND LEGALITY

FOR THE USE AND BENEFIT OF CITY OF KEY WEST, FLORIDA, ONLY

Shawn Smith, CITY Attorney

**CONSULTANT** 

**COMPANY:** 

Tidal Basin Government Consulting, LLC

BY:

Frank C. Sardelli, AVP

### Exhibit "A" Proposal

#### **REQUEST FOR PROPOSAL**

# CITY OF KEY WEST, FLORIDA

# RFP#002-20 EMERGENCY MANAGEMENT CONSULTING SERVICES



#### **SUBMITTED TO**

City of Key West, Florida City Clerk 1300 White Street Key West, Florida 33040

**DECEMBER 18, 2019** 

#### **CONTACT PERSON**

Bill Slater

Assistant Vice President Phone: 315-440-4775 bslater@tidalbasin.rphc.com



### 1. COVER LETTER

DATE: DECEMBER 18, 2019

ATTENTION: CITY OF KEY WEST

1300 WHITE STREET
KEY WEST, FLORIDA 33040
ATTN: CITY CLERK

SUBJECT: RFP #002-20

**EMERGENCY MANAGEMENT CONSULTING SERVICES** 

#### Dear Sir/Madam

Tidal Basin Government Consulting, LLC (Tidal Basin) understands that the City of Key West (the City) desires to hire an experienced firm to perform emergency management consulting services, as outlined in the scope of work in RFP #002-20. As the current contract holder, our team has supported the City's disaster related needs since Hurricane Irma made landfall in 2017. We are the best choice to remain as the City's consultant and serve the City on this program. Under the new contract, we will apply lessons learned from the current contract and provide continuity for the City moving forward. To date, our team has helped the city recover approximately \$10 Million in disaster related costs.

Tidal Basin, along with our partner on this response, Early Alert, Inc. (Early Alert) has designed a customized strategy and approach to assist the City in strategically managing claim developments and administration under federal and state disaster programs during the term of this contract. We will leverage our years of experience and expertise to provide the insight, perspective, and timely consulting services requested by the City. We also have mastered the appeals and arbitration processes, including negotiations with FEMA and the State Division of Emergency Management (DEM), Additionally, we have helped the City retain funds during project closeout and audit. We understand that recovery is not about how much funding is granted but how much of the funding is kept without risk of de-obligation. With the Tidal Basin team, there is no learning curve as we are capable of "hitting the ground running" on behalf of the City, regardless of the situation, scope, or magnitude of the catastrophe.

At Tidal Basin, our core strengths—hands-on expertise with the FEMA PA Program, a history of client advocacy and retention, and dedication to enabling a full and efficient financial recovery—make us an invaluable addition to any emergency response and recovery team. Tidal Basin stands ready to continue assisting the City with sound fiscal management, recovery, preparedness and consulting services to support the organization, management, reimbursement, and administration of post-disaster grant funding. We are confident that the

Tidal Basin Government Consulting, LLC 126 Business Park Drive Utica, NY 13502 (800) 382-2468 www.tidalbasingroup.com



unique combination of our national expertise and local resources will prove to be the best value for Key West.

Tidal Basin attests that we understand and acknowledge all terms and conditions as set forth in the RFP. As Assistant Vice President, I am authorized represent the company in negotiation and signing any agreement which may result from this proposal.

Sincerely,

Willia 1 Staken

Assistant Vice President

PH: 315-440-4775

EMAIL: BSLATER@TIDALBASIN.RPHC.COM

"Tidal Basin Government Consulting, LLC is a wholly owned subsidiary of Tidal Basin Holdings, LLC. Tidal Basin Holdings, LLC is a wholly owned subsidiary of Rising Phoenix Holdings Company, formerly known as Adjusters International, Inc. Any reference made to Tidal Basin within this document relates to Tidal Basin Government Consulting, LLC and its parent companies."





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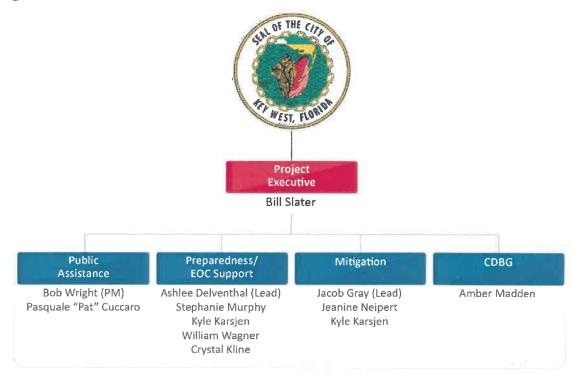
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## 2. RESPONSES TO THE RFP

### **Organization Chart**



### **Number of Employees**

As of December 2019, Tidal Basin employs 109 full- time staff. In addition, we have over 100 on-call disaster recovery experts that can mobilize within 48 hours of contract activation. Moreover, we employ 70+ licensed public adjusters to assist with the City's insurance recovery needs.

### **Company Information**

One Company



Founded as a private corporation in 1985, Adjusters International (AI) has been guiding public agencies to successful disaster recoveries for over 30 years. Our experience has allowed us to hone a management system and a proven approach to providing consulting services designed to seamlessly complement our clients' existing operations. Our firm takes a hands-on

approach, with a core mission of achieving the maximum financial recovery for our clients who are eligible to receive assistance from the FEMA PA program, insurance, and all other available funding sources following a disaster. Since 1996, our services have provided FEMA PA and Hazard Mitigation consulting services at the sub-recipient level.



In 2004 we began offering our professional services to support States and Tribal Government recipients with their roles and responsibilities under FEMA programs. From terrorist attacks to hurricanes, explosions, earthquakes, fires, and floods; our firm has been instrumental in client recoveries, with both public adjusting services and disaster recovery grant programs.

In 2016, Al again expanded its offerings to include disaster preparedness and resiliency services in advance of a disaster. To accomplish this new direction, Al acquired Tidal Basin, a national emergency management and disaster recovery consulting firm with unique knowledge and experience in the areas of emergency and disaster preparedness, planning, response, recovery, mitigation, management, and funding. Both organizations, now operating under one umbrella as Tidal Basin, successfully guide FEMA-eligible entities in maximizing disaster recoveries. We also guide our clients to be as prepared as possible pre-event, providing expert advice about FEMA PA, private insurance processes, Hazard Mitigation, Community Development Block Grant (CDBG) and every other aspect of emergency management.

Early Alert, Inc. and its wholly owned subsidiary, All Hazard Training (AHT), together are a leading disaster and emergency management consulting firm comprised of an elite team of widely respected professionals in the emergency management industry. Established in 1999 in Florida, and incorporated in 2000, Early Alert, Inc. has been offering unparalleled, hands-on experience in the fields of emergency management, disaster operations and incident management, public safety, all-hazard training, contingency development, business continuity, and loss mitigation for over nineteen years.

Locally owned and operated in the State of Florida, State of Florida and across the U.S., Early Alert offers a full range of planning, response, recovery, mitigation, and prevention consulting services to better prepare governmental agencies and corporations before a crisis occurs or disaster strikes. We also provide on-site assistance in the event of a disaster, including incident management support teams (IMST) to support response and recovery objectives.

Each of our staff of experts has decades of practical experience, including in the State of Florida, in their individual hazard management specialties, and with over a century of combined experience, we have the expertise and skill to deliver the highest quality services and products to our many clients.

Moreover, our team also has extensive experience in planning for, responding to, and recovering from actual disasters. Actual incidents include: countless tropical cyclones (including most recent Florida hurricanes: Irma, Michael and Dorian), severe weather events, tornados, floods, oil spill responses, biological and chemical hazardous materials, mass immigration, urban search and rescue, aviation crashes and other transportation incidents, and terrorist attacks.

#### Financial Information

Tidal Basin is fiscally responsible, adhering to the highest ethical standards regarding every aspect of our business. Tidal Basin currently maintains a \$35 million line of credit with Key Bank, ensuring our cash flow and financial obligations are met. Our firm has never filed for bankruptcy in the past, is not currently in bankruptcy, and has no bankruptcy action pending.

### Litigation, Arbitration, and Disputes

Tidal Basin is not and has not been involved in any litigation within the last five years.



### **Summary of Current Workload**

Tidal Basin actively supports entities throughout the Country; many in the State of Florida. With our nationwide network and robust staffing capability, our organization is specifically designed to support multiple clients simultaneously, which we attribute to our distinctive approach of maintaining a full-time professional staff of experienced Project Managers. Currently, we have staff providing assistance to clients in Texas, Hawaii, Alaska, Puerto Rico, New York and Florida.

### **Qualifications of Key Personnel**

As we will demonstrate throughout our proposal, our team's expertise is unparalleled. Few firms, if any, can match Tidal Basin's integrated knowledge of the preparedness, response, and recovery resources from federal disaster relief and emergency management agencies.

#### 1. Resumes

Tidal Basin provides resumes of qualified staff in Attachment M: Resumes of Proposed Staff.

#### 2. FEMA Reimbursements Successfully Secured Over Past 5 Years

Below is a comprehensive list of reimbursements our firm has secured for our clients over the last five years.

Tidal Basin FEMA Contracts in the Past Five Years					
Client	State	Monetary Value	Client	State	Monetary Value
City of Key West	FL	\$10,000,000	Hancock County	MS	\$138,000
Martin County	FL	\$25,000	Mississippi State Port Authority	MS	\$150,000
Monroe County Sheriff's Office	FL	\$50,000	Jackson County Port Authority	MS	\$175,000
City of Gulf Breeze	FL	\$75,000	Jackson County	MS	\$400,000
City of DeBary	FL	\$100,000	Minot Park District	ND	\$6,000
City of Fort Myers	FL	\$100,000	City of Minot	ND	\$6,000
Holy Cross Hospital	FL	\$150,000	Jersey City Municipal Utilities Authority	NJ	\$400,000
Pinellas County	FL	\$160,000	North Hudson Sewerage Authority	NJ	\$450,000
Lee County	FL	\$250,000	Port Authority of New York & New Jersey	MJ	\$12,000,000
City of Sanibel	FL	\$250,000	Unkechaug Nation	NY	\$5,000
Village of Islamorada	FL	\$300,000	Herkimer Housing Authority	NY	\$5,000
Charlotte County	FL	\$300,000	Shinnecock Nation	NY	\$10,000
Monroe County	FL	\$500,000	Town of Maine	NY	\$60,000
State of Alaska	AK	\$55,000,000	Union-Endicott CSD	NY	\$60,000
City of Berkeley	CA	\$35,000	Town of Union	NY	\$125,000
City of Boulder	CO	\$135,000	Orange County	NY	\$1,500,000
Waterbury	CT	\$25,000	State of New York	NY	\$150,000,000
Chatham County	GA	\$10,000	Derry Township Municipal Authority	PA	\$125,000
Maui County	HI	\$35,000	South Carolina Emergency Management Division	SC	\$20,000
State of Hawaii	HI	\$5,000,000	St. Luke's Episcopal Hospital	ΤX	\$15,000
Linn County	IA	\$150,000	Aldine ISD	TX	\$20,000
City of Cedar Rapids	IA	\$2,800,000	Austin Independent School District	TX	\$20,000

	Tidal B	asin FEMA Con	tracts in the Past Five Years		
Client	State	Monetary Value	Client	State	Monetary Value
Terrebonne Parish	LA	\$5,000	Port of Houston Authority	TX	\$25,000
City Park of New Orleans	LA	\$6,000	Coryell County	TX	\$25,000
City of Bogalusa	LA	\$10,000	City of Copperas Cove	TX	\$40,000
City of Gretna	LA	\$20,000	Knapp Medical Center	TX	\$50,000
Audubon Nature Institute	LA	\$50,000	MD Anderson Center	TX	\$50,000
City of Slidell	LA	\$800,000	City of Port Isabel	TX	\$50,000
Port of New Orleans	LA	\$2,500,000	Weslaco ISD	TX	\$90,000
Sewerage and Water Board of New Orleans	LA	\$2,500,000	City of Weslaco	TX	\$90,000
City of New Orleans	LA	\$3,500,000	Sabine-Neches Navigation District	TX	\$100,000
Jefferson Parish	LA	\$10,000,000	Port of Port Arthur	TX	\$150,000
Commonwealth of Massachusetts	MA	\$55,000	Memorial Hermann Hospital System	TX	\$200,000
Wadena County	MN	\$50,000	Port Arthur ISD	TX	\$300,000
Owatonna Public Utilities	MN	\$80,000	City of Marble Falls	TX	\$500,000
Steele County	MN	\$250,000	Houston ISD	TX	\$700,000
City of Duluth	MN	\$250,000	Jefferson County	TX	\$1,000,000
City of Pascagoula	MS	\$30,000			

#### 3. Examples of FEMA Public Assistance Advisory Services and Pricing Methodology

#### EXAMPLE 1: HURRICANES IN LEE COUNTY, FL Solutions We developed and implemented a cohesive grant-management process for recovery from all four Applied hurricanes. This strategy integrated the overlapping layers of Federal disaster relief, allowing systematic funding for recovery from private insurance, FHWA and NRCS. Our team worked successfully with FDOT and FHWA to secure funding, compiling the Detailed Damage Inspection Reports (DDIR) for submission to FDOT, meeting with FDOT representatives, and submitting support for our clients' insurance claims, recovery strategy tapped multiple federal disaster relief sources and integrated the recovery with the various insurance claims. Outcome Reimbursement was made based on the information and format provided by our team, as we successfully obtained FEMA's expedited grant funding without delay, as the County demonstrated sound management of the FEMA Public Assistance Program. We also leveraged funding from multiple federal grant programs not fully covered under FEMA's Public Assistance program, Lastly, we orchestrated a successful appeal to a denial of funds that required an entity to carry insurance equal to its FEMA grant. Thus, areas hit by both Charley (2004) and Wilma (2005) were fully eligible for FEMA grants. **Pricing** Time and Expenses (T&E)

#### EXAMPLE 2: SEVERE STORMS IN NEW YORK STATE

The facility was in an "A" designated flood zone, meaning the likelihood that a flood would occur within a 100-year period was highly probable. Despite this designation, coverage through the National Flood Insurance Program (NFIP) was not obtained by the applicant. Hazard mitigation measures were needed to guard against future reoccurrences of damage.



Methodology

Solutions Applied	We disagreed with FEMA's position that the City, contractor and insurance company were responsible for funding the repair of the damages. Instead, we coordinated a wastewater strike team with specialized mitigation specialists to identify, write and obligate eligible restoration costs. We submitted a grant application to FEMA for permanent repairs to restore the existing plant and terminal pump station to pre- disaster condition. The strike team prepared a mitigation proposal that included the substitution of damaged pumps with submersible pumps, which are much less prone to damage. We also prepared a grant that funded an engineering feasibility study to further explore additional mitigation improvements to include flood barrier protection walls and other watertight structures.
Outcome	Our firm's involvement helped reverse FEMA's original denial of funding to full reimbursement for the repairs. In the end, our determination of eligibility allowed the applicant to secure over \$14 million in FEMA recovery funding for the facility.
Pricing Methodology EXAMPLE	Time and Expenses (T&E)  7  3: HURRICANE WILMA IN VILLAGE OF ISLAMORADA, FL
Issue	Our team determined that the Village Hall project had been misclassified as an "Alternate Project," subjecting the federal funding formulas to a more restrictive set of calculations.
Solutions Applied	We worked with a Public Assistance Coordinator with the Florida Division of Emergency Management to correctly classify this project as a "Replacement Project."
Outcome	FEMA officials agreed to re-estimate the project and the replacement funding of the Village Hall started at roughly \$1.5 million. Prior to our firm's involvement, Village officials expected just over \$80,000 for damages to the entire building. Ultimately, we helped the Village recover about \$5 million in federal funding for all eligible projects.
Pricing Methodology	Time and Expenses (T&E) and / Fixed Fee Not to Exceed (NTE) for one project

### **Program Approach and Price**

#### Why Tidal Basin is the Best Choice

The Tidal Basin team surpasses other firms by bringing a unique combination of state and local knowledge, small and large grant application preparation and program implementation experience, as well as CDBG, CDBG-DR and CDBG-MIT expertise. We possess the requisite understanding of the outlined scope of services and tasks to deliver a top-notch team of experts to execute the goals, objectives, and intentions of the City.



Our service areas include FEMA's Public Assistance (PA), 406 Hazard Mitigation Grant Program (HMGP), Community Disaster Loan (CDL), and National Flood Insurance Program (NFIP); Federal Highway Administration (FHWA) Emergency Relief (ER) Program; Federal Transit Administration; Small Business Administration; Housing and Urban Development (HUD) Community Development Block Grant Disaster Recovery (CDBG-DR); and Natural Resources Conservation Service (NRCS).

Tidal Basin will provide oversight and control over both technical and management aspects of the programs. Our methodology includes regular meetings/reviews to assess overall progress, identifying and managing risks, ensuring close coordination, and fostering effective internal and external team communications. We measure and control all critical aspects of the project's progress while establishing metrics and performance measures to allow our team to react to any issues or challenges in a timely manner. Our project approach is designed to provide continuous advocacy and ensure the City of Key West remains a top priority.

#### Our firm's relevant experience is also highlighted in the following small sampling of projects:

Coordinated the recovery from FEMA of approximately \$100 million in disaster-related damage for the Mississippi State Port Authority, including compiling more than 60 PWs – approximately 28 for alternate and improved projects – and more than doubling the Port's insurance claim from the insurance company offer to final settlement.

Provided support to Monroe County, FL to help Islamorada measure their building, business individual property and loss of income/extra expense damages on their flood and wind claims with the insurance carriers in response to Hurricane Wilma.

Guided more than 40 Florida and North Carolina public agencies to successful recoveries following the 2016, 2017 and 2018 hurricane seasons, including Pender County, NC; Jones County, NC; Monroe County, FL; Lee County, FL; Fort Myers, FL; County of Sanibel, FL and Islamorada, FL (Hurricane Irma), and Puerto Rico (Hurricane Maria).

Guided clients such as the County of Cedar Rapids, Linn County, and Cedar Rapids Community School District in Iowa through their recovery from more than \$1 billion in damages following the 2008 floods.

Came to the assistance of the County of New Orleans nearly a year after Hurricane Katrina to help the County identify and correct issues with their FEMA and insurance claims. This process required the review and tracking of more than 950 PWs representing more than one-half billion dollars in grant funding, managing FEMA-State communications and correspondence for the County's Capital Projects Administration, addressing numerous environmental and historical concerns related to projects, and undertaking appeals and dispute resolution regarding contentious issues facing the County.

### Our Proven Approach to Interacting with the City

Our team will continue to interact and interface with the City as its advocate, proactively addressing any misunderstandings or problems involving any aspect of eligibility, funding, or the program in general. We will remain engaged throughout the entire recovery process from initial recovery and project formulation through grant management and close-out. Staff will closely monitor every project to ensure timelines are met, issues are addressed promptly, and regular coordination meetings are held with City staff. We will

maintain coordination with City officials, representatives, and stakeholders to ensure any necessary program requirements are met. Specifically, as incumbents, our team will continue to engage with key City staff, to include its Department of Finance and the office of General Counsel. We also support the political leadership of the City on decisions related to maximizing disaster grant funding.



### Firms Designated Office

Office Type	Address
Corporate Office	126 Business Park Drive, Utica, NY 13502
Florida Based Office	3300 N. Federal Hwy, Suite 275 Ft. Lauderdale, FL 33306



Although our corporate office is New York based, we understand that the needs and/or preferences of the City may change and fluctuate, based upon the scope and magnitude of an engagement, as well as the availability of resources. No matter the physical location requirements, our staff of professional disaster recovery personnel will make ourselves available at any location, whether it be onsite or remotely, to support the City with our most comprehensive approach.

### **Proposed Price**

Tidal Basin has provided pricing in Attachment A: Unit Price Proposal Form

### Incumbent's Unrivaled Capability

Tidal Basin has no current and does not anticipate any future limitations that may exist that would impact our firm's ability to perform the services covered under this RFP. We are fully capable, equipped, and available to immediately respond to the City's disaster recovery needs. We understand that unique challenges that the City of Key West faces and will continue to support the City.

#### Additional Information



For tracking, managing, and reporting activities on behalf of past programs, we offer the option of utilizing Tempest-GEMS, a grants management software which tracks the progress of program delivery during each phase of implementation. All milestones of the process are recorded, providing the City with an independent and verifiable source of measurement. If requested, Tempest-GEMS can be customized to

meet the Grant Management needs of the City of Key West at no additional cost. Our Team also has experience with many different grant management software applications and can adapt to any software currently used by the City.

### Familiarity with Florida

Tidal Basin has maintained a presence in Florida assisting with disaster recovery efforts since Hurricane Andrew in 1992. Currently, in addition to the City, we have aided numerous local Florida Keys organizations in their respective recoveries from Hurricanes Matthew and Irma. We have extensive familiarity with recovery operations in Florida, to include guiding our clients through their insurance and FEMA recoveries. We have experience with emergencies such as hurricanes, flooding, tropical cyclones, severe weather events, tornados, floods, oil spill responses, and biological and chemical hazardous materials. This intimate familiarity and level of involvement enables our in-depth understanding of the unique needs and challenges Florida, and particularly, those the City faces following such devastating events.

#### Client References

Client references can be found in Attachment F: Proposer's Experience/Reference List



## Scope of Services: Emergency Response

## I. FEMA Public Assistance Advisory Services

The FEMA PA program has gone through a complete overhaul as it relates to program delivery. Changes consist of implementation of the Consolidated Resources Center, Grants Portal, elimination of the Disaster Assistance 9500 Series Policies, implementation of pilot programs such as the Alternate Procedures Pilot Program for permanent work (Section 428), and the Bi-Partisan Budget Act.

Tidal Basin operates on the forefront of the latest FEMA Public Assistance program policies and regulations, delivering service to its clients in a manner that maximizes opportunity and aligns with FEMA's latest delivery model. Tidal Basin employs staff that contributed to the development of FEMA's latest Public Assistance Program and Policy Guide (PAPPG) and Grants Portal.

Tidal Basin's team of PA experts begin every engagement with the development of a recovery strategy, which is a collaborative "plan of attack" outlining the goals, strategies and tactics for maximizing opportunities under the PA program. If preferable to the client, Tidal Basin offers a PA Workflow that employs the use of a Shared Resources structure whereby our client's sub-grantee applications are managed and developed through the use of shared resources, while the engagement is managed by staff located at the client's office. Our proprietary remote workflow streamlines the standard PA workflow. Although many of the day-to-day functions may be performed off-site, the Project Manager remains in the field to manage deliverables and the needs of the client. While the needs of each client may differ, the way our engagements are managed is consistent, even if the client requests that staff be physically located on-site. Tidal Basin will continue to assign staff in the field as necessary and as requested by the client.

## **Preliminary Damage Assessments**

The Tidal Basin team will engage prior to or immediately following a disaster event as requested by the City. Our staff will engage in the following activities in advance of a potential Presidentially declared major disaster declaration:

- Establish operational area(s) based on the specific characteristics of the event
- Augment existing capabilities to ensure expeditious assessment of all affected properties
- Establish an assessment strategy and provide damage assessment forms for consistent, accurate, and detailed damage intake
- Provide advice on potentially overlooked damages or expenses that could be eligible for FEMA Public Assistance reimbursement
- Work with the various departments to initiate record keeping processes that comply with FEMA's PA program requirements, FEMA's new delivery model, and the FEMA Grants Portal

## **Damage Inventory**

The Tidal Basin team is well-versed in FEMA's new delivery model, the Consolidated Resource Center (CRC) requirements, and the use of Grants Portal. The Tidal

TO DATE, OUR TEAM HAS HELPED THE CITY OF KEY WEST RECOVER APPROXIMATELY \$10 MILLION IN DISASTER RELATED COSTS.



Basin team will intake all the City's damages to complete the Damage Inventory (DI).

- ► The Tidal Basin team will develop and organize the Damage Inventory in the most advantageous manner for eventual development of Project Worksheets (PW's)
- ▶ We will develop the DI with respect to potential Environmental and Historic Preservation concerns, potential eligibility issues, and the structure of the City's property insurance
- Our team will manage the Damage Inventory items in such a way that complies with FEMA's requirements and the data requirements inherent to Grants Portal

## Site Inspections

- ▶ Using FEMA's Site Inspection Report forms for each category of work, the Tidal Basin team will perform site inspections prior to FEMA's engagement to ensure that sufficient damage details are captured in advance of the FEMA inspection
- Our team will participate in the site inspection with FEMA to guarantee that all damage details are captured accurately

## **Project Worksheet Formulation**

Project formulation occurs differently under FEMA's new delivery model. Damage Inventory items are combined into project worksheets by FEMA in the internal FEMA Grants Manager system, oftentimes without input or feedback provided by applicants.

- Tidal Basin's team will direct FEMA to formulate projects in the most advantageous, streamlined, organized manner that aligns with the City's internal priorities.
- ▶ Projects will be formulated in such a way that projects with potential eligibility issues, environmental or historic preservation concerns, or ensuring complicated insurance coverage issues are considered to expedite funding and address complex projects independently.
- We will develop project worksheets that comply with FEMA's eligibility requirements while maximizing opportunities for reimbursement for Hazard Mitigation, Codes and Standards, Environmental Compliance or other opportunities under FEMA's various pilot programs and policy updates.
- ► Tidal Basin will capitalize on FEMAs Section 428 Public Assistance Alternate Procedures pilot programs, and the latest FEMA policy revisions.

## Essential Elements of Information (EEIs) and Documentation

The new FEMA PA delivery model requires Essential Elements of Information to be satisfied within the Grants Portal system in order to review and process every project worksheet for an applicant.

Using FEMA's EEI checklists, the Tidal Basin team will manage and complete the EEI process for all the City's project worksheets

Our team will aggregate and organize all applicant project documentation, and upload all the necessary information into the FEMA Grants Portal system

Tidal Basin will ensure electronic files are kept electronically apart from the FEMA system in a manner that is organized by project worksheet and preserved for easy access for appeals, closeout, and audit

## Requests for Information



Requests for Information (RFI's) are developed and issued electronically in FEMA's Grants Manager/Portal system.

- ► The Tidal Basin team will track and respond to all FEMA RFI's in a manner that complies with FEMA's programmatic timelines.
- ► Tidal Basin will formulate RFI responses that satisfy FEMA's information requirements necessary to process and obligate project worksheets in the most expeditious manner possible by providing thorough documentation supported by policy and regulation.

## **Determination Memos and Appeals**

In the event FEMA makes a negative eligibility determination or takes issue with the goals of the City's recovery, Tidal Basin will advocate on behalf of the City to ensure their best interests are represented to FEMA.

- ▶ We will utilize precedent setting appeals and policy decisions to justify complex eligibility issues in a manner that maximizes opportunity for the City
- ▶ In the event FEMA disagrees with the City and the Tidal Basin team, Tidal Basin will direct FEMA to provide Determination Memos, which memorialize FEMA's determination and outline the policy or regulation used in making the decision
- ► Tidal Basin will review FEMA's Determination Memos and make a recommendation to the City as to whether the decision warrants an appeal
- ▶ Should the City desire to appeal a FEMA Determination Memo, Tidal Basin will develop a letter of appeal, aggregate the required documentation to support the appeal, justify the position with past precedent, and submit the appeal package to the State of Florida and FEMA with the statutory timeline
- ► Tidal Basin will respond to Requests for Information by the State of Florida and/or FEMA in response to any appeals

## II. FEMA 404 and 406 Hazard Mitigation Expertise

Tidal Basin proposes an approach which utilizes our staff and corporate experience in developing comprehensive mitigation strategies for local applicants/recipients and in-depth knowledge of federal mitigation grant programs. For over a decade, Tidal Basin has provided technical support and staff augmentation at the state and local level, supporting applicants and sub-applicants to develop hazard mitigation grant applications (including the Hazard Mitigation Grant Program (HMGP), Pre-Disaster Mitigation (PDM) Program, and Flood Mitigation Assistance (FMA) Program), all while prioritizing the needs of the local community. Our approach includes strategic guidance at the state and local level and is accompanied by the development of tools and direct assistance to support successful application development and subsequent project implementation by sub-applicants. We realize that without strategic guidance, direct application assistance, and technical support to sub-applicants, hazard mitigation measures are less likely to be implemented. Our team has a committed focus to enhance the resilience of Key West by first listening to the needs of the community, then analyzing those needs within the context of risk, return on investment, and the cities priorities.

## **Hazard Mitigation Services**

The Tidal Basin Team has vast FEMA Hazard Mitigation Assistance experience. Tidal Basin and the staff outlined in this proposal have worked alongside State and local jurisdictions for decades, providing



strategic, tactical, and hands-on experience implementing FEMA's Hazard Mitigation Assistance



Programs. Our staff have used these grant programs to help States and communities to minimize or eliminate future risks from natural hazards. Specific metrics of success include:

- ➤ Development of over 1,200 HMGP project applications to include technical support to state agencies and local jurisdictions on behalf of NY DHSES after Hurricane Sandy.
- ► On behalf of NY DHSES, successfully managed HMGP projects valued at approximately \$2 billion dollars.
- ► Worked eligibility and feasibility for over 80 Intent to Applies in Alaska totaling over \$180 million in potential projects, then moving into full applications once eligibility was determined

## Approach

Our approach for implementing services is scalable depending on the city's needs, emphasizes effective communication and collaboration, and includes each of the six services throughout the lifecycle of the grant:

- ▶ Provision of technical assistance and subject matter expertise to the City of Key West, including direct coordination.
- ▶ Provision of technical assistance and guidance on FEMA's Benefit Cost Analysis.
- Provision of technical assistance and guidance during the development of highly technical projects.
- Provision of technical feasibility, environmental and historic preservation, and cost effectiveness guidance to the City of Key West.
- Provision of technical review assessments of ongoing and new grant applications
- Assistance with the development and implementation of strategies to maximize HMA Advance Assistance and Management Costs available local government as applicants.

Although our level of support will vary depending on the city's needs and the scale/type of services requested, our team's approach towards strategic mitigation advisory services and HMGP specific delivery highlights our emphasis on marrying programmatic and technical expertise in communicative and collaborative manner and provides an example of our approach and the skillsets we would apply across programs.

## Internal Infrastructure, Project Scoping, and Project Submission

In the event of a large disaster with the potential for numerous HMGP projects our approach would begin within days of the event or as needed by the city and consist of first determining the City's vision for using available funding and then helping the city to develop its internal infrastructure for managing a large hazard mitigation operation/project.



If needed, Tidal Basin can organize and deploy to the City of Key West with high functioning generalists in floodplain management, engineering practices, HMA program delivery, environmental and historic preservation and benefit-cost analysis to assist in project selection and development to ensure all requirements are met and benefits tracked. Tidal Basin would work directly with city staff to flesh out any programmatic issues with projects and assist in developing eligible applications. Tidal Basin staff would transmit information to city staff and subject matter experts in the aforementioned fields, who would track application progress, identify impediments, conduct benefit-cost and technical feasibility analyses and issue internal requests for information to bolster the content of all applications. This would include:

- Meeting all hazard mitigation plan requirements as outlined in 44 CFR Parts 201 and 206
- ► A detailed Scope of Work (SOW), a work schedule of three years or fewer, and a detailed cost estimate/budget that supported the SOW and documented required non-Federal cost share
- ➤ Cost effectiveness- FEMA-approved Benefit Cost-Analysis (BCA) or FEMA- approved alternate costeffectiveness methodology in conformance with accepted engineering practices, established codes, standards, modeling techniques or best practices
- ► Ensuring compliance with all Environmental and Historical Preservation laws, regulations, and Executive Orders (EOs) to avoid or minimize harm to the environment
- Inclusion of all requisite assurance forms

#### Cost Effectiveness

Working parallel to the general application development effort, BCA Specialists would distribute templates, checklists, and related forms designed to identify and gather the information required to develop and document a FEMA-compliant BCA, including ensuring sea-level rise is taken into account and social and environmental benefits are gleaned to the fullest extent. Our staff would implement FEMA's BCA program guidelines, methodologies and tools to include:

- ► The Office of Management and Budget's (OMB) Circular A-94 Revised "Guidelines and Discount Rates for Benefit-Cost Analysis of Federal Programs
- ► The Stafford Act
- ▶ BCA Toolkit 6.0 and 5.3
- ► FEMA Pre-calculated benefits, i.e. acquisitions and elevations in the Special Flood Hazard Area (SFHA)
- ► Environmental and Historic Preservation Compliance (EHP)

Tidal Basin staff have provided technical support to a number of subrecipients developing Environmental Assessments, particularly in support of large complex projects post-Hurricane Sandy in New York. In the project scoping and project application development phase, use of a thorough EHP checklist of common questions to highlight whether a proposed project would, as scoped, trigger provision and subsequent compliance with the National Historic Preservation Act; Endangered Species Act; Clean Water Act; Rivers and Harbor Act; EO 11988 (Protection of Floodplains); EO 11990 (Protection of Wetlands); Coastal Zone Management Act; Coastal Barrier Resources Act; Farmland Protection Act and the Resource Conservation Act. The 2015 HMA Unified Guidance (2/27/15) provides a basic EHP checklist which would be augmented by local and state requirements. After "vetting" projects to determine the level of potential environmental and historic impact, site visits, record culling and ongoing technical support to EHP contractors hired by subrecipients post-award to fulfill EHP compliance requirements would be provided.

## **Project Submission and Review**



Once sub-applications have been successfully developed and submitted to the state, Tidal Basin staff are available to support the city in prioritizing future projects and ensuring each application submitted has demonstrated and documented eligibility for all available funds. In addition, the team with ensure the city has documented its capacity to complete the mitigation activity in the time specified and that nonfederal cost-share funds are or will be available for the project. Furthermore, we will make sure the maintenance requirements have been sufficiently identified, and the city or another authorized entity has accepted the maintenance responsibility, the underlying cost-effectiveness data is accurate and complete, and all program- and project-specific requirements have been met and are documented as appropriate. Tidal Basin's goal is to ensure all submitted project sub-applications are as complete as possible to minimize the volume of formal requests for information from FEMA. Should RFIs be requested as the projects are reviewed by FEMA, Tidal Basin would effectively communicate the RFIs to the city. determine what information is required and support sub-applicants to gather and submit the requested information within the established RFI timeframes. The Tidal Basin team will ensure that all RFIs are answered, documented, and returned to FEMA as quickly as possible. If applications are denied, FEMA allows for a two-step administrative appeal process to contest its decisions. Subject to the City of Key West's direction, Tidal Basin's team brings the analytical background and experience necessary to develop these appeals.

## **Project Implementation and Monitoring**

Once projects are awarded, Tidal Basin staff will support the city as projects are implemented and monitored, including:

- Development of Phase I and Phase II deliverables for large complex construction projects:
- Engineering design review for eligibility
- Permitting reviews
- ▶ BCA development/refinement, including methodologies accounting for sea level rise
- ▶ Construction
- ► Ensuring URA requirements are met and if CDBG-DR is utilized for cost-share and/or global match, HUD's requirements are also met.
- Supporting Scope of Work modifications, requests for additional funding, and project period of performance extension requests by providing technical support and guidance, including development of updated BCAs to ensure projects remain cost-effective and performing additional technical feasibility and EHP reviews to ensure feasibility and EHP compliance is maintained.
- Monitoring sub-grant performance and fiscal oversight
- ► Establishing biweekly or monthly conference calls with the city and their engineers or EHP contract staff.
- Collaborating with the State, FEMA and other federal agencies, where applicable, to hold monthly calls to track subaward progress.
- ▶ Processing requests for reimbursement including the development of reimbursement forms, project 'checkbook' trackers, and financial databases.
- Ensuring timely and accurate quarterly performance reviews are developed, submitted, and reviewed, including developing reporting documents and schedule for submittals.
- Ensuring administrative requirements of 2 CFR Part 200 are followed, including ensuring procurement



during project implementation is in conformance with Sections 200.317 – 200.326 and any State or local procurement laws and regulations.

## III. Financial and Grant Management Support

The Tidal Basin team will develop a grant management strategy that will maximize qualified FEMA reimbursements. Our team provides general grant management services throughout all phases of the recovery process. Our team will work closely with the City to determine damages and review these for eligibility, actively flagging any questionable items to help ensure that the City receives the full amount it is entitled to under appropriate recovery programs. In addition, we will assist the City to implement an effective project formulation strategy and to track the development of project worksheets and any related change orders, paying close attention to the accurate quantification of damages.

We work in close coordination with all relevant stakeholders to ensure that state and federal regulations

are being followed, and that policy requirements are met related to PW development. As projects are defined, we will work with the City to collect the necessary documentation to support proper reconciliation of work completed,



as well as work yet to be completed. We work closely with all relevant departments throughout the process, providing training and guidance to help the City prepare for closeout and audit from the outset of its recovery. Our consultants also serve as a centralized program management resource to facilitate the coordination and communication for the City, guiding key staff through the preparation of a program management plan, and providing decision makers with the information they need to drive the recovery from beginning to end – all with an eye to FEMA eligibility and compliance.

We will help the City to:

- Develop and maintain a grant management and recovery strategy that includes hazard mitigation;
- ► Formulate and validate project worksheets (PW) that are fully coordinated with the insurance claim settlement process;
- Accurately track projects; and
- ▶ Provide expert program guidance with respect to eligibility and options.

#### **Grants Portal**

FEMA's new PA delivery model requires the use of the newly implemented Grants Portal system. Tidal Basin employs staff that were instrumental in the initial design and rollout of Grants Portal during its inception, so we have expertise that is unmatched in the industry.

- ▶ Tidal Basin will operate Grants Portal on behalf of the City and provide training if desired
- Our team will schedule meetings, memorialize meeting notes, FEMA comments, issues, agreements and document potential appeals
- ► Tidal Basin will review, approve or request revisions to FEMA Site Inspection Reports, Damage Dimensions and Descriptions, Scopes of Work, Hazard Mitigation Proposals, and Cost Estimates



- Our team will develop and enter directly into Grants Portal Damage Descriptions and Dimensions,
   Scopes of Work, Hazard Mitigation Proposals, and Cost Estimates
- ► Tidal Basin will direct FEMA to formulate the City's damages into project worksheets in the most advantageous and compliant manner

#### **Audits**

Any federal grant program administered by the State is subject to audit from both State and Federal agencies. Tidal Basin works to support audit reviews from the PDA through project closeout. Our standard approach when creating project files ensures that each project is completely documented as if being audited from the start of the disaster. In the event of an audit by the Office of the Inspector General, the Tidal Basin team will work directly with the OIG representative to provide the required information and documentation that is required

## IV. Public Insurance Adjustment Support

Tidal Basin is the only company that operates under one corporate umbrella to jointly deliver both FEMA public assistance consulting and public insurance adjusting services. Our key advisor is Florida's former Deputy Insurance Commissioner who has worked with most every property insurance company in the country and understands the insurance claims process when it comes to property settlement advocacy. Our knowledge helps develop and implement an effective process that unites the property insurance and FEMA portions of your disaster recovery into one financial recovery strategy.

The two processes take different perspectives on what's eligible and how it's quantified. FEMA's funding is secondary to property insurance coverage; however, you must pursue all potential recoveries with your insurance company first. Our disaster recovery consultants help you integrate both sources to obtain maximum funding. Our property insurance claim experts help:

- ► Fully evaluate your insurance coverage
- Determine policy compliance issues
- Develop a claim management strategy
- ► Complete detailed valuations of building, equipment and inventory losses
- ► Formulate business interruption models
- ▶ Assemble comprehensive claim presentations with expert reports
- ► Coordinate with Disaster Recovery specialists
- ► Negotiate and settle disputes
- Expedite the entire process
- ▶ Integrate the insurance claim with your FEMA recovery

Because Tidal Basin is set apart from our competitors by our insurance background and knowledge gained over 30-years as an industry leader in public insurance adjusting, we will put this experience and expertise to work for you. Our insurance specialists will conduct a thorough review of previous and current FEMA Public Assistance projects and provide the City with an Insurance Obtain/Maintain Report. These efforts will ensure compliance with the FEMA obtain and maintain insurance requirements.



# V. HUD Community Development Block Grant Disaster Recovery (CDBG-DR) Support Services

Tidal Basin has a history of working with local and state governments to plan, administer and implement CDBG and CDBG-DR programs for housing, infrastructure and economic development. Our team of CDBG and CDBG-DR subject matter experts are adaptable to fit the needs of Key West with any pre-funding or post-funding activities that are required.



Our team has directly contributed to the completion

of state and local action plans and amendments and has extensive experience in utilizing HUD-provided tools to complete an unmet needs analysis. We have performed requisite community outreach, data analysis, needs assessments and program development. Our methodology will include an assessment of data from federal (FEMA, SBA), state and local government programs, impacts to stakeholders, vulnerable populations and most impacted and distressed areas.

Our staff have a deep understanding of federal and HUD-funded program requirements. Additionally, our team is experienced in cost allocation methodology and the overall LMI benefits attached to the CDBG and CDBG-DR allocations. Tidal Basin will assist Key West in properly aligning program budgets to eligible activities and the national objective. We know the importance of proper cost allocation across Program Delivery, Planning, and Administrative categories to maximize program budgets and minimize reliance on administrative dollars, which are often stretched thin.

Tidal Basin's program design experience takes into consideration all environmental, administrative and cross-cutting federal regulations. Our team's vast background, experience and knowledge provides coverage for every aspect of compliance. We write policies and procedures to address minimizing displacement as a result of program implementation; program income; duplication of benefits; contractor procurement; risk assessment and monitoring; preventing fraud, waste, abuse and mismanagement of funds; Davis Bacon labor standards: Section 3; and Section 504.

Planning for project closeout starts during the program design phase. Performance reporting in real time is vital for transparency and accountability across programs. Our team has experience in managing CDBG and CDBG-DR programs from design to closeout. Our policies and standard operating procedures enable oversight and visibility by Key West staff and designated stakeholders. All programmatic data will be compiled and kept in the designated system of record. We will ensure all data is maintained throughout each process to make closeout a seamless process, and ensure Key West is prepared for any future audit.



## Scope of Services: Emergency Preparation

## I. Training Classes

Both Tidal Basin and Early Alert have developed and maintained a robust training series on a wide variety of emergency management topics, to include Basic FEMA Eligibility, Cost Documentation Requirements, Section 428 Alternative Procedure Options, Surviving an OIG Audit, Procurement/Contracting, FEMA Insurance Obtain and Maintain. These courses will be offered to the City's staff to help familiarize them with policy changes, roles and responsibilities, effective oversight



procedures, and other processes that will ultimately increase awareness and better prepare Key West for future events.

Copies of any materials (presentations, hand-outs, etc.) will be provided to City in accordance with requirements outlined in the RFP. We will ensure all materials comply with the most current federal or state educational requirements and will handle all pre-event advertisements, course registration and materials and course close out packages. The close out packages will include the student roster, agenda, course objectives, participant's evaluation summary and student evaluations from the course within 45 days after the course completion.

# II. National Incident Management System (NIMS) and Comprehensive Emergency Management Plan (CEMP) Training Program

The Tidal Basin team will develop a National Incident Management System (NIMS) Training Program that includes ICS 300 and 400 level courses as well as the CEMP Refresher courses. Each course will meet national level requirements for developing, maintaining and sustaining NIMS training. The NIMS Training Program developed will be consistent with the National Training Program, as mandated by the Post-Katrina Emergency Management Reform Act of 2006.

Our approach to the CEMP Refresher Courses will be based on the City of Key West's current CEMP, including Hazard Annexes and department emergency response plans. A total of ten (10) courses will be developed based on Command and General staff roles and Information Technology. The target audiences for these courses include all staff that assume any Command and General staff or support positions within the City's Emergency Operations Center. As outlined in our approach for "general" training above, our staff will provide all necessary actions to meet both state and federal training requirements and will support all pre-and-post course activities.

## III. Comprehensive Emergency Management Plan (CEMP) Update

A Comprehensive Emergency Management Plan (CEMP) establishes a framework for an effective comprehensive emergency management program. An effective CEMP describes the basic strategies, operational goals/objectives, and mechanisms through which a jurisdiction will mobilize resources and conduct activities in support of emergency management efforts through prevention, preparedness, response, recovery, and mitigation. To facilitate effective response and recovery operations, Tidal Basin



will ensure the City's CEMP adopts a functional approach that groups the types of emergency assistance to be provided into Emergency Support Functions (ESFs). Our expert preparedness and planning staff, working for and in close coordination with the City, will provide administrative, research, planning, publishing services and best practices required to develop a completely updated CEMP.



Our Lead Planner/Project Manager, Ashlee Delventhal, CEM, and our staff will review and submit revisions of the City's CEMP, to ensure accuracy and cohesiveness with current policy and practice. We will provide the City electronic, editable versions of these documents and upon completion, the documents will be delivered electronically in both the native program format and a password protected Adobe PDF.

We will ensure close coordination with City officials to include meetings and/or workshops to gather information necessary for the update. We will incorporate a

review of After -Action Reports from previous exercises to ensure needed corrective actions included in the CEMP update.

#### IV. Exercises and Drills

Many firms take a "check the box" approach to exercises that, while maintaining compliance, does little to deliver the innovation or value required moving a program forward. Both Tidal Basin and Early Alert do not conduct exercises for the sake of having an exercise. Like the City, we know that exercises really do matter. Our approach to design and delivery of HSEEP-compliant exercises and related requirements means that multi-disciplinary experts are utilized to execute a step by step process for exercise design, delivery, documentation, and evaluation. We understand that this requires work both on-site and remote work, as well as ongoing technical support for the specific exercise events requested by our clients.

For each exercise, we will schedule and conduct the various planning meetings, develop scenarios and related exercise products; arrange for conduct, and facilitate the exercises; and document the results in an AAR/IP. We will work with your organization to support the identification and invitation, and registration of participants; identify controllers and evaluators and support related requirements. Tidal Basin has developed an approach to delivering exercises that will ensure that project objectives are met and that the exercise serves as a foundation for enhancing a unified preparedness and response capability and identifying areas for improvement. Evaluation, After-Action and Post-Event Documentation Support is also vital and our team strictly adheres to the defined HSEEP evaluation methodology that ensures lessons observed become lessons learned. We look at the inter-relationships and inter-dependencies of issues and identify whether an issue has a behavioral or structural solution. We will conduct the evaluation to identify lessons learned, both for practical implementation of roles and responsibilities for future events and for modifying Exercise Plans, as examples.

## V. Special Projects

Tidal Basin and Early Alert staff will support the City with any special projects to include continuity of operations plans (COOP) and department operations center reviews and recommendations. With regards to any special projects related to planning, we will follow our approach outlined in the Planning section earlier. However, when it comes to conducting reviews of current operations and providing recommendations, Tidal Basin will work to gain a better understanding of the City's current operating procedures, processes, plans, and policies through an operational audit and gap analysis. After our assessments, we will provide an oral presentation (supported by a bulleted management summary) outlining our findings and providing recommendations for areas where the City may be most vulnerable.



In addition, during the time that the assessment takes place we will provide one four-hour administrative training session to Key West. Finally, we will combine what we have learned with the City's goals and processes into an Administrative Action Plan (AAP) that will include forms, procedures, and processes designed to lessen administrative burden and redundancies

## **Incident Management Support**

The City may identify that an activation of the City CEMP and/or EOC, requires incident management staffing beyond the staffing levels the City has the capabilities for. One of the challenges to effective response and recovery is the relatively high turnover and short tenure. Effective response and recovery hinges upon well-trained leaders and responders who have invested in response and recovery preparedness, developed engaged partnerships, and are able to achieve shared objectives.

In accord with approved and adopted planning documents, and in order to provide immediate actions to save lives, protect property and the environment, and meet basic human needs, all of which is critical from the onset of a disaster, the City may desire to have in place a stand-by Incident Management Support Team (IMST).

Tidal Basin teammate Early Alert's IMST is made up of subject matter experts (SMEs) comprehensively experienced in all components of the National Response Framework (NRF), National Incident Management System (NIMS), the Incident Command System (ICS), and the National Disaster Recovery Framework (NDRF). When activated, IMST personnel are prepared to integrate with the City staff, and function as an integral part of the City response and recovery staffing. However, decision-making authority remains at all times with the City agency administrator or management staff, where applicable.

When disaster related incident management and EOC support personnel needs require IMST support, City staffing at the Local/City/County Emergency Operations Center (EOC) and/or Command Post is augmented with IMST staffing, including, but not limited to: Incident Managers; Command; Operations; Logistics; Planning; Finance/Adm. Sections; and other ICS/EOC unit level personnel. This service allows the City jurisdiction to maintain continuity of government while effectively managing the incident or disaster.

Our IMST provides support for short-term and long-term recovery staffing to assist the City with the PA Grant Program to provide assistance to the City so it can quickly respond to and recover from major disasters or emergencies declared by the President.

Our team provides short-term and long-term staff support in:

- Emergency Support Function (ESFs) positions, based on need and the level of response
- ▶ Operations | Section Chiefs, Branch Directors & Division/Group Supervisors
- ▶ Planning | Section Chiefs, Situation, Resources, Documentation & Demobilization Unit Leaders
- ▶ Logistics | Section Chiefs, Communications, Supply & Facilities Unit Leaders
- ► Finance/Admin | Section Chiefs, Time, Procurement, Compensation, Claims & Cost Unit Leaders
- ▶ Command Staff | Public Information officers, Safety Officers and Liaison Officers



# 3. ATTACHMENTS



## Attachment A: Unit Price Proposal Form

Level 1 Support (Emergency Response)

Level 2 Support (Emergency Preparation)

## Level 1 Support:

Position	Rate/Hour
Emergency Management	
Senior EM CONSULTANT	\$225
EM CONSULTANT	\$165
Senior Planner	\$165
Project Manager	\$225
Planner	\$155
Incident Management Team Support (Level 2)	
[PHASE 1] Initial On-site Incident Management Support Team Activation (IMST) Fee	\$5280 Plus expenses, per 24 hr. day
[PHASE 21 Emergency Management Coordinator ('MST Overhead Teams; Team Leader)	\$155
Operations Manager (Any IMST Command or General Staff position)	\$125
Operations Specialist (Any non- general/command [MST position)	\$105
Hazard Mitigation Assistance	
Senior Program Manager	\$225
Program Manager	\$165
Technical Specialist	\$155
Administrative Support	\$65
Preliminary Damage Assessment — Public Assistance	e
Damage Assessment Team Lead	\$165
Damage Assessment Specialist (Team)	\$155
Public Assistance Consulting	
Position	Rate/Hour
Senior CONSULTANT / Appeals Specialist	\$225
CONSULTANT	\$165
Technical Specialist I	\$165
Technical Specialist II	\$165

**Note:** The Incident Management Support Team (IMST) activation fees become authorized when there is a request by the Client and/or their designee for IMST staff to report to the Emergency Operation Center or other designated location, and consistent with the following considerations.

Onsite Activation: The Activation Fee Schedule is executed when requested by the Client and/or their designee and followed with a written "Notice to Proceed" or "Task Order" to report to the Emergency Operation Center or other applicable location. Partial days are billed at 12-hour increments.

- Initial IMST Response Team will vary in number of staff, based on the scope of each event. Typically, a two (2) person team will respond for Phase 1 to evaluate situation status and resource need. Phase 2, staffing will ramp up to address immediate needs and should an event escalate to significant proportions, Early Alert will have pre-staged staffing on standby for immediate response.
- Activation (IMST) fees are eligible for FEMA reimbursement when the Governing Agency is included in a declared disaster by a Presidential Declaration. The amount of the recovery may vary depending on the disaster eligibility of Federal, State, and local match for the event. (i.e.: In a hurricane activation: 100% recovery for Emergency Protective Measures for initial 72 hours response, 75% Federal / 25% (divided by local and state) for other disaster recovery operations). Eligibility is not guaranteed and CLIENT should stay informed to all FEMA updates and changes as applicable.
- Phase 2 Response Fees: Professional fees are invoiced on a bi-monthly basis. Expenses are billed to the CLIENT at EA's cost. Expense reimbursement includes transportation, lodging, meals and incidentals. EA will make every effort to keep expenses to a minimum. We encourage CLIENT to assist us with this by any means available. To simplify billings, we are agreeable (and prefer) to establishing per diems that are agreeable to the both the CLIENT and our team, which recognize the need to accurately reflect the prevailing local economic conditions during the duration of the deployment.
- Fee payments and associated financial obligations resulting from service requests and fulfilment of contract obligations are due in full, as services are rendered and independent of the application for FEMA reimbursement.
- \* Portal to Portal billing for initial response in Phase 2 deployment, includes travel period and continues until such time EARLY ALERT determines the client is ready to transition or has transitioned from the Emergency Response phase into the Recovery phase and that the EOC Operational Period has transitioned to normal business hours. Notification and coordination are provided to the client when this transition occurs.



## Level 2 Support:

Item	Quantity		Extended	
	Hours per Event	(Fixed Fee)	Total	
Emergency Response Activat	ion			
Project Executive	80	\$225	\$18,000	
Subject Matter Expert	80	\$225	\$18,000	
Project Manager	160	\$225	\$36,000	
Public Adjuster	320	\$185	\$59,200	
Senior Closeout Specialist	80	\$165	\$13,200	
Closeout Specialist	160	\$155	\$24,800	
Other: List specialty				
Item	Quantity Class	Unit Price (Fixed Fee)	Extended Total	
TRAINING CLASSES (FIXED	O FEE)			
S 300 — Intermediate Incident Command System	2	\$7,150	\$14,300	
S 400 — Advanced Incident Command System	2	\$5,280	\$10,560	
CEMP Refresher Incident Commander (IC)	1	\$3,850	\$3,850	
Comprehensive Emergency Management Plan (CEMP); Hazard Annexes and associated emergency response and contingency plans Annual Update (FIXED FEE)	1	\$16,500	\$16,500	
EXERCISES AND DRILLS (FIXED	FEE)	1,		
CEMP Exercise	1	\$10,450	\$10,450	
CS Forms Drill	1	\$3,850	\$3,850	
oint Information Center (JIC) Drill	1	\$3,850	\$3,850	
PREPAREDNESS EVENTS (FIXE	D FEE)			
ity Emergency Operations Center (EOC) Facilitation	1	\$4,950	\$4,950	
Ilternate City EOC Facilitation (IMT)	1	\$3,850	\$3,850	
SPECIAL PROJECTS (HOURLY RATE): GRANT RESEARCH AND APPLICATION	Proposed Hours	Hourly Rate	Extended Total	

Project Manager or Lead Consultant	80	\$225	\$18,000
Project Engineer or Lead Planner	120	\$165	\$19,800
Associate	80	\$155	\$12,400
Staff Assistant	40	\$65	\$2,600
TOTAL PROPOSED CONTRACT PRICE			\$294,160

Confirmation of Signature Unit Price Proposal Information

Frank C. Sordelli

Name

Assistant Vice President, Project Accounting

## Attachment B: Proposer's General Operation Plan



# ATTACHMENT - B PROPOSERS GENERAL OPERATION PLAN

All mitigation plans are required to have an annual review, for hazards the jurisdiction has faced, and actions (projects) completed in the year. Agenda, minutes, and sign in sheet would need to be kept for review and submittal during the next mitigation plan update cycle. The mitigation plan already has a planning team established; the City would utilize this distribution list to send emails to organize/initiate the meeting. During the meeting, the Tidal Basin team would evaluate all the above listed actions/hazards, resulting in a self-evaluation based on the work done the past year and proposed future work.

Detailed descriptions of how the Proposer would plan, organize, initiate, and evaluate: Annual reviews of the City's CEMP and Hazard Annex review, and associated emergency response and contingency plans

## Phase 1: Project Initiation

During the first phase of the project, Tidal Basin, along with our partner, Early Alert, will work with the City of Key West to initiate the project and form the collaborative committee that will guide the project to success. This phase includes conducting a project kickoff meeting, conducting a stakeholder kickoff meeting, developing a project management plan, gathering the existing CEMP and Hazard Analysis, AAR resources, and data to inform the updates and revisions.

- ► Task 1.1: Conduct Kickoff Meetings (Project and Stakeholder)
- ► Task 1.2: Review agency plans to ensure that any updates and gaps are incorporated into the CEMP and Hazard Analysis.

Project Kickoff Meeting. Tidal Basin will begin the project by conducting a project kickoff meeting. The purpose of this meeting is to develop the project work plan, define deliverables and assumptions, agree on roles and responsibilities, discuss expectations, confirm a project timeline, and discuss communication protocols. The meeting will include City of Key West's Project Sponsor, key stakeholders, Tidal Basin's Project Manager, and other key staff. During the kickoff / project planning meeting, Tidal Basin will seek to confirm representatives from the City of Key West and partner agencies who will be a part of the core planning team, if appropriate.

Stakeholder Kickoff Meeting. At this meeting, the group will discuss the project goals, deliverables, and timeline so that the project committee is familiar with the inputs and outputs of each meeting. Tidal Basin will facilitate the group with a discussion about the existing CEMP and Hazard Analysis and other emergency response plans or gaps that are relevant for the updates to the plans. Tidal Basin will also utilize this opportunity to discuss the structure of the CEMP and Hazard Analysis and explore which of the three structures the plan should be organized into in accordance with FEMA's CPG 101 (we recognize that there is an already established format, so we will work with the group to approve the current format or transition to

#### a new one):

- **1.** Functional (Traditional). This is the most commonly used format. It consists of a Basic Plan, Incident Specific, and Functional Annexes.
- 2. Emergency Support Function (ESF). The ESF format is the plan structure used in the National Response Framework (NRF). This format is commonly used in state or local emergency management organizations.
- 3. Segmented-Department Specific. The segmented format addresses each of an agency's departments or components in a separate section of the plan. For example, this consists of a Basic Plan and support annexes for each department that has a role during an emergency response incident.

The facilitator will provide targeted questions promoting strategic thinking and solution development from the participants.

## Deliverables:

- Project Management Plan
- ► Meeting materials and meeting minutes
- List of relevant planning documents
- ▶ Monthly progress reports and coordination calls
- ► Establish a core planning team

#### **CROSSWALK STANDARDS**



- NFPA 1600 Planning Standards
- National Response Framework
- National Incident Management System
- Presidential Policy Directive 8
- FEMA, Comprehensive Preparedness Guide (CPG) 101, Version 2.0, Nov 2010
- FEMA, Operational Planning Manual, Feb 2014
- Florida Local Comprehensive Emergency Plan Compliance Criteria (CEMP – 001)

Review City of Key West agency plans to ensure that any updates and gaps are incorporated into the CEMP and Hazard Analysis. During or immediately following the Project Kickoff Meeting(s) the Tidal Basin project team will perform a review of the existing CEMP and Hazard Analysis, identify other relevant policies and procedures, emergency management plans, doctrine and guidance, and review after action reports from special events and/or exercises to identify gaps. Information gathered may also come from our team's own research, previous lessons learned and best practices, and national and state standards identified to incorporate into the plan(s).

Review and Gap Analysis. Tidal Basin will review and analyze the CEMP and Hazard Analysis and compare these to the national and state standards. During our review, Tidal Basin will develop a baseline assessment of where the CEMP and Hazard Analysis stand today in comparison to the format and guidance provided by the CPG 101, NRF, NIMS, ICS, EMAP, CEMP – 001, as well as any after action reports. This baseline assessment will help identify any gaps in the current plans that need to be addressed during the plan revisions. The analysis will also highlight and prioritize planning activities and ensure our collective team is not "recreating the wheel" if a plan, policy, or procedure has already been established. Ultimately, the gap analysis will provide a road map to update the plans and how best to incorporate gaps identified. Our team will also build upon existing and applicable local, regional, and statewide plans and policies to help foster the integration of other jurisdictions and agencies into the planning and implementation processes.

#### Deliverables:



- Gap analysis / cross walk outlining suggested changes of existing plans
- Updated PMP outlining final planning approach based on documentation review
- Linkages among existing local, regional, State plans

## Phase 2: Planning, Analysis, and Solutioning

During Phase 2, Tidal Basin will focus on the following

- Task 2.1: Update the City of Key West CEMP and Hazard Analysis in accordance with the FEMA CPG 101
- ▶ Task 2.2: Conduct Review / Update workgroup meetings to monitor progress of updating activities

Tidal Basin develops, revises, and updates operations-level emergency management plans in accordance with the planning process set out in FEMA's CPG 101 version 2.0. This model forms the basis for the development and / or update of the plans with the purpose that each project planning meeting has defined inputs and outputs to make the best use of each stakeholder's time. We will follow the below six step process for the full cycle of updating the plans (from review, revision, and updating through training and exercising the plans).

- ► Step 1: Form a Collaborative Planning Team
- Step 2: Understand the Situation
- Step 3: Determine Goals and Objectives
- Step 4: Plan Development
- Step 5: Plan Preparation, Review, and Approval
- Step 6: Plan Implementation and Maintenance

To accomplish Tasks 2.1, 2.2, and 2.3, we recommend conducting several planning meetings with agency representatives and / or the working group to facilitate plan updates and establish a process for monitoring the status of the updates along the way. We want to ensure transparency and continued integration of the group's input well before a final product is delivered.

Planning Meeting #1 (Onsite). We will conduct a planning meeting with the applicable stakeholders. The purpose of this two-hour facilitated meeting will be to engage with stakeholders through facilitated discussions and brainstorming activities to create the vision and major components for updating of the plans.

Following planning meeting #1, Tidal Basin will include the appropriate planning team members on the biweekly coordination calls to review draft versions of each of the plans to gather stakeholder feedback verbally rather than only requesting written comments on the projects. Each bi-weekly coordination call will be focused on the review of a specific section within each plan. This approach is a best practice that we have learned working with local jurisdictions in the past. Our goal is to minimize the amount of time by stakeholders on this project while maximizing their input into the updates.

EOP Update, Revision, and Development Period. The Tidal Basin team will utilize information gained during Phase 1 and during the Phase 2 Planning Meeting #1 to make updates to and revise the CEMP and Hazard Analysis. If needed, we will also develop any new plans as required by the agencies.

As part of the updates to include in the CEMP, we recommend including information about FEMA's new critical lifelines model. A lifeline enables the continuous operation of government functions and critical

business and is essential to human health and safety or economic security. When an incident occurs requiring regional, state or federal involvement, decision makers will need to understand the status of critical lifelines, such as transportation. Decision-makers must rapidly determine the scope, complexity, and interdependent impacts of a disaster on that lifeline. Incorporating the lifelines construct and understanding into the CEMP allows decision-makers to:

- Prioritize, sequence, and focus response efforts towards maintaining or restoring the most critical services and infrastructure.
- Utilize a common lexicon to facilitate unity of purpose across all stakeholders.
- Promote a response that facilitates unity of purpose and better communication amongst the whole community (state, tribal, territorial, local, regional, Federal, private sector, non-profit and other community partners).
- ► Clarify which components of the disaster are complex (multifaceted) and/or complicated (difficult), requiring cross-sector coordination.

By incorporating the lifelines model into the CEMP, we hope to help the city:

- ► Enhance the ability to gain, maintain, and communicate situational awareness for the whole community in responding to disasters affecting the City of Key West.
- Analyze impacts to the various lifelines and develop priority focus areas for each operational period during response.
- Identify and communicate complex interdependencies to identify major limiting factors hindering stabilization.
- ► Enable a true unity of effort between government, non-governmental organizations, and the private sector, including infrastructure owners and operators.
- Integrate preparedness efforts, existing plans and identify unmet needs to better anticipate response requirements.
- ▶ Refine reporting sources and products to enhance situational awareness, best determine capability gaps, and demonstrate progress towards stabilization.

Although not everything listed above may be included in the REOP or EOPs, we hope by educating stakeholders about the lifelines concept, we can help enhance preparedness efforts overall.

**Draft EOP Review Period.** Tidal Basin will submit the draft CEMP and Hazard Analysis to the City of Key West Project Sponsor for review and comment. We recommend a one to two-week review period to provide edits and comments back to the Tidal Basin team to incorporate into the plan(s).

Planning Meeting #2 – CEMP/ Hazard Analysis Walk Through (Onsite). The second planning meeting will be focused on the review of the updated drafts of the plan (final draft plans) in its entirety, following the review period. The results of this meeting will be to allow time for the agencies and/or the working group to review the plan(s) one last time prior to finalizing the draft versions and provide final input. This meeting will be approximately two hours in duration and electronic and hard copies of the planning product will be distributed to the stakeholders during the meeting. During this meeting Tidal Basin will also discuss plan implementation and the strategy for plan maintenance, including future updating recommendations, training, and exercising of the plans. We will also discuss and identify the way forward to obtain approval and adoption of the updated plans.



Final Plan Approval. Upon receipt of any final revisions from the City of Key West Project Sponsor or agency representatives, and following the final walk-through meeting, Tidal Basin will finalize the CEMP and Hazard Analysis and assist with the process to obtain approval and adoption of the plans.

#### Deliverables:

- Read-ahead materials for each Planning Meeting
- Customized multi-media presentation for each Planning Meeting
- Meeting Minutes within 10 business days of each meeting
- One facilitator and one note taker for each meeting
- Draft Plan
- Final Plan

## City Associate Emergency Management Training

## Phase 1: Project Initiation

The key to successful crisis management is a staff of well-trained responders equipped with the proper tools to minimize adverse impacts during crisis situations. In turn, training City staff to respond properly to an emergency in accordance with their disaster plan is essential to successfully weathering a crisis situation. Our team will work with the City to help identify risk exposure and to customize a training program to prepare for emergencies, operate effectively during crises, and to mitigate losses from disasters. In addition, our services include development of complete customized programs, conduct and evaluation of exercises, and design of comprehensive emergency scenarios for dealing with all hazards or for a specific hazard, such as a hurricane or terrorist event.

Our Team can develop a comprehensive training and exercise program for the City based on the CEMP and COOP. Our team has designed, supported, facilitated, and evaluated numerous trainings and exercises. We have extensive experience providing comprehensive exercise design packages catered to an organization's resources and objectives. We provide comprehensive NIMS-compliant and latest Homeland Security Exercise and Evaluation Program (HSEEP) exercises of any size and scope. This includes discussion-based exercises such as seminars, workshops, tabletops, and games. Additionally, we provide operations-based exercises like drills, both functional and full-scale, for a variety of disasters and mass casualty incidents that could occur in any community. An all-hazards exercise program can be developed that will include scenariobased discussion, from tabletop exercises to functional and full-scale exercises.

During the first phase of the training development, Tidal Basin and Early Alert will work with the City of Key West to initiate the project and form the team which will assist with training development and delivery.

- ► Task 1.1: Conduct Kickoff Meeting
- ► Task 1.2: Review CEMP, hazard analysis, and department emergency plans

Project Kickoff Meeting. Tidal Basin will begin the project by conducting a project kickoff meeting. The purpose of this meeting is to develop the project work plan, define deliverables and assumptions, agree on roles and responsibilities, discuss expectations, confirm a project timeline, and discuss communication protocols. The meeting will include City of Key West's Project Sponsor, key stakeholders, Tidal Basin's Project Manager, and other key staff. Tidal Basin will facilitate the group with a discussion about the goals

and objectives for the City Associate Emergency Training.

#### Deliverables:

- Project Management Plan
- Meeting materials and meeting minutes
- ► List of relevant planning documents
- Monthly progress reports and coordination calls

## Phase 2: Training Development and Delivery

During Phase 2, Tidal Basin will focus on the following:

- ▶ Task 2.1: Identify key objectives for and outline for Associate Emergency Management Training courses
- ► Task 2.2: Develop 10 Associate Emergency Management Training Courses

**Training Development.** Tidal Basin will hold several meetings with City of Key West project sponsor and key stakeholders to identify goals and objectives for each training course. In addition, the CEMP and departmental plans will be referenced to ensure course content reflects the City's training goals.

Once we have identified the goals, objectives, format, and target audience for the training, Tidal Basin will then develop an agenda, create training materials, coordinate with trainers, and support logistical activities. The customized training curriculum will be developed utilizing adult education principles to support the implementation and maintenance of the above-mentioned plans. We understand that adults learn by doing, thus we will utilize case studies, create scenarios, activities, hands-on exercises, and knowledge checks throughout the training to ensure that the session is interactive, dynamic, and value added. If desired, we can also record the sessions to allow for those who are unable to attend to view the training or to create a just-in-time training course that can be electronically delivered.

Training Delivery. Training will be delivered in person and all training material will be provided to the Project Sponsor and / or agency representatives for review and approval at least five business days prior to the training delivery. Trainers will be experienced instructors and well-versed in the updated plans. Training will utilize best practices and lessons learned to support learning objectives where possible. Tidal Basin will provide hard-copy training materials to all participants along with a training feedback form to evaluate training delivery. All final training materials will be provided to the appropriate agency so that trainings can be replicated outside of this contract.

#### Deliverables:

- Draft Training Material
- ► Final Training Material
- Training Feedback Form
- Audio/Visual Training Materials



## Attachment C: Proposer's Qualifications Statement Form



#### ATTACHMENT - C 1.

## Proposer's Qualifications Statement Form

The undersigned guarantees the truth and accuracy of all statements and the answers contained herein.

1. Please describe your company in detail.

Tidal Basin Government Consulting, LLC (a Rising Phoenix Holdings Corporation company) provides disaster recovery services for clients across the country. We employ top talent from the emergency management industry who bring expertise in successfully assisting the financial recovery for federal, state, local government and private sector clients. Our mission is to assist clients to identify and achieve emergency management goals.

2. The address of the principal place of business is:

126 Business Park Drive, Utica, NY 13502

3. Company telephone number, fax number and e-mail addresses:

Company Phone- (Toll Free): 888-282-1626—Fax -315-272-2054—Email-bslater@tidalbasin.rphc.com

4. Number of employees:

As of December 2019, Tidal Basin employs 109 full time staff.

5. Number of employees or subcontractors to be assigned to this project (per event) and what is capacity?

The number of assigned personnel will be dependent upon the needs of the City and will be coordinated with City officials. A Project Manager will be assigned to work directly with the City and will oversee aspects of their recovery/emergency management projects. The Project Manager will work with the City to determine the right number of resources needed.

6. Company Identification numbers for the Internal Revenue Service

TIN: 20-5926493:

- 7. Provide Occupational License Number (and County), if applicable, and expiration date: N/A
- 8. How many years has organization been in business? Does your organization have a specialty?

Founded on November 14, 2006, we are a team of unmatched experts specializing in emergency and disaster preparedness, response, recovery, mitigation management, and funding, especially through FEMA grants. For decades, as some of the worst disasters struck North America, we were there immediately boots on the ground, sleeves rolled up - actively shaping the recovery solutions for numerous organizations, communities, and governments. Driven to serve only our clients and become their true advocates as they seek to restore and rebuild their lives, we founded Tidal Basin to provide the prime resources, planning, and solutions to optimize their preparation and maximize their financial recovery.



9. What is the last project of this nature or magnitude that you have completed? Please provide project description, reference and cost of work completed.

Tidal Basin is currently assisting many states and local municipalities, including the City of Key West, with recovery efforts. We currently have staff assigned to clients in New York, Hawaii, Alaska, Florida, Puerto Rico and Texas. All references can be found in Attachment F: Proposer's Experience/Reference List.

10. Have you ever failed to complete any work awarded to you? If so, where and why?

Tidal Basin has never failed to complete any work awarded to our firm.

# 11. Give names, addresses and telephone numbers of three individuals, corporations, agencies, or institutions for which you have previously performed work.

Client Name	Туре	Value
Aldine ISD - Harvey	Public Assistance	\$43,533.50
Ashford Presbyterian Hospital	Public Assistance	\$500,000.00
Baptist Health Services - Irma	Public Assistance	\$500,000.00
Beaumont Independent School District	Public Assistance	\$300,000.00
Bella Group - Insurance and PA Services	Public Assistance	\$100,000.00
Big Bend Community Based Care DR4399	Public Assistance	\$105,300.00
Central Community School System	Public Assistance	\$311,000.00
Charlotte County Florida - Hurricane Irma	Public Assistance	\$1,000,000.00
Charlotte County, Florida - Disaster Recovery Services	Public Assistance	\$120,000.00
City of Aventura - Irma	Public Assistance	\$500,000.00
City of Bonita Springs	Public Assistance	\$98,000.00
City of Flagler Beach	Public Assistance	\$250,000.00
City of Flagler Beach - Irma	Public Assistance	\$131,952.00
City of Fort Myers	Public Assistance	\$685,000.00
City of Guaynabo Insurance & PA Services - Irma & Maria	Public Assistance	\$500,000.00
City of Gulf Breeze Florida DR4177	Public Assistance	\$50,000.00
City of Hialeah - Irma	Public Assistance	\$1,000,000.00
City of Key West - Irma	Public Assistance	\$500,000.00
City of Kinston Recovery - Hurricane Florence	Public Assistance	\$84,000.00
City of Los Angeles - Dept of Water & Power	Public Assistance	\$149,500.00
City of Marathon	Public Assistance	\$750,000.00

City of Miami Beach - Hurricane Irma	Public Assistance	\$1,500,000.00
City of San Jose	Public Assistance	\$240,000.00
Collier County, Florida	Public Assistance	\$500,000.00
Cottage Health - Disaster	Public Assistance	\$100,000.00
Recovery Consulting		ļ,
Florida International University -	Public Assistance	\$1,000,000.00
Irma		
Florida Keys Community College - Irma	Public Assistance	\$100,000.00
Florida Keys Electric Coop	Public Assistance	\$684,800.00
Fort Myers Beach - Irma	Public Assistance	\$71,000.00
Gulf Breeze, FL - PA Services	Public Assistance	\$9,000.00
Hialeah Housing Authority - PA	Public Assistance	\$99,000.00
Services	Tablic Assistance	\$39,000.00
Holy Cross Hospital - Irma	Public Assistance	\$223,274.00
Houston Community College -	Public Assistance	\$75,000.00
Harvey		
Houston Housing Authority -	Public Assistance	\$1,000,000.00
Hurricane Harvey		
Hudson River Park Trust	Public Assistance	\$500,000.00
Jones County NC - Florence 2018	Public Assistance	\$500,000.00
Keys Energy Services	Public Assistance	\$375,000.00
Lee County - Irma	Public Assistance	\$1,300,000.00
Marco Island	Public Assistance	\$750,000.00
MD Anderson - Harvey	Public Assistance	\$183,585.00
Mennonite General Hospital	Public Assistance	\$1,500,000.00
Monroe County, FL	Public Assistance	\$2,020,550.00
Mount Sinai Hospital - IRMA	Public Assistance	\$50,000.00
PA Grant Mgmt. for PREPA	Public Assistance	\$4,830,750.00
Pender County Recovery - Hurricane Florence	Public Assistance	\$825,000.00
Pinellas / St. Petersburg - Irma	Public Assistance	\$500,000.00
School District of Lee County	Public Assistance	\$375,000.00
Seminole County - Irma	Public Assistance	\$250,632.00
State of AK Cook Inlet EQ PA	Public Assistance	\$47,040.00
State of Hawaii	Public Assistance	\$1,229,834.00
Texas Children's Hospital	Public Assistance	\$100,000.00
Tulane University Exercise  Development	Public Assistance	\$29,000.00
University of Miami - Irma	Public Assistance	\$750,000.00
University of Texas at Austin DRS	Public Assistance	\$500,000.00
Vanguard Emergency Services	TBGC 1/3 JV owner	\$3,500,000,000.00
Victor Valley Reclamation Authority	Public Assistance	\$3,300,000,000.00
Village of Estero - Hurricane Irma	Public Assistance	\$49,000.00

1. • Name: City of Miami Beach, Florida

Address: 2300 Pine Tree Drive, Miami Beach, FL 33140

Telephone No: 786-351-6789

2. Name: City of Hialeah, Florida

Address:83 East 5 Street, Hialeah, FL 33012

Telephone No.:305-863-2847

3. Name: State of Hawaii

Address:3949 Diamond Head Road, Honolulu, HI 96816

Telephone No.: 808-733-4300 ext. 821

12. List the following information concerning all contracts in progress as of the date of submission of this proposal. (In event of co-venture, list the information for all co-ventures.)

Table B-1: In Progress Contracts

Project Name	Value Contracted	Expected Completion Date	Percentage Complete	Project Owner
National Academy of Sciences - Synthesis Study	45,000	N/A	6.67%	William Slater
Cape Fear Public Utility Authority (CFPUA)	39,100	N/A	16.85%	William Slater
City of Hialeah - Irma		N/A	-	William Slater
City of Key West - Hurricane Irma	1,000,000	N/A	75.29%	Robert Wright
City of Key West - HMGP	68,165	N/A	71.49%	Robert Wright
Michigan EMHSD Strategic Planning	195,300	N/A	88.83%	William Slater
Mount Sinai Hospital - Irma	50,000	N/A	78.21%	William Slater
New Mexico EM - Tempest Gems Install	489,147.93	N/A	92.17%	William Slater
Pender County EMS and Fire PA Services	75,000	N/A	11.49%	William Slater
Houston Community College System	27,857.71	N/A	83.09%	William Slater



Tri County Motro		NI/A		William Class
Tri-County Metro Trans Dist of		N/A	-	William Slater
Oregon NIMS/ICS		1		
Update and				
Training				
Tulane University		N/A		William Slater
DART Exercise		,		
Texas Children's	100,000	N/A	96.49%	William Slater
Hospital				
Fort Myers Beach -	71,000	-	85.21%	William Slater
Irma				
Aldine	43,533.5	-	86.16%	William Slater
Independent				
School District -				
Harvey	1 000 000		25.700/	Nation of the
City of Miami	1,000,000	-	35.72%	William Slater
Beach - Hurricane				
Lee County School	526,000		79.19%	William Slater
District - Hurricane	320,000	_	79.19%	william Slater
Irma				
University of Texas	721,500	-	84.61%	William Slater
at Austin - DRS	,,,		5110277	TT III GITT SIGLET
MD Anderson HM	59,625	-	84.23%	William Slater
Plan				
Houston Housing	965,000	-	126.44%	William Slater
Authority				
State of Michigan	416,500	-	51.53%	William Slater
EMHSD - Planning				
Butte Co, CA -	20,000	-	100.00%	William Slater
AAR/CAP				
development	140 500		74 640/	stells of a
Disaster Recovery and Hazard	149,500	-	71.61%	William Slater
Mitigation Services				
Cypress Creek	8,800		255.00%	William Slater
Christian Church -	0,000		255.0070	William State
Disaster Rec Serv				
Mennonite	1,150,000	-	174.56%	William Slater
General Hospital -	, ,			
Maria/Irma				
Charlotte County	120,000	-	92.54%	William Slater
Florida - Recovery				
Services				
Hillsborough Cnty	100,000	-	0.00%	William Slater
Aviation Auth				
Tampa Intl Airport				

Insurance Consulting	270,800	-	84.68%	William Slater
Services				
Alaska - IA Support for 2019 Wildfires	641,450	-	25.36%	William Slater
Central Community School System	311,000	-	98.36%	William Slater
CDBG-PRDOH		-	-	William Slater
City of Miami - Disaster Recovery Services	100,000	-	4.20%	William Slater
Houston Community College - Harvey	100,000	-	55.77%	William Slater
JWA AirEx 2020 TTX & FSE	43,100	-	0.00%	William Slater
Memorial Hermann System Services - TX		-	-	William Slater
Metrorail Dulles Toll Road Response Plan Phase II	63,000	-	46.10%	William Slater
Orange County, NY		-	-	William Slater
PA Grant Mgmt for PREPA	6,000,000	-	23.10%	William Slater
Jefferson Parish School Board - Risk Management		-	-	William Slater
Business Resiliency Emergency Management Program Support	28,000	-	60.83%	William Slater
State of Alaska -	8,994,107.5	-	57.35%	William Slater
State of Hawaii	2,214,834		98.28%	William Slater
NYS DHSES - OEM - TB	20,384,000	-	10.95%	William Slater

## 13. Has the Proposer or Representative inspected the proposed project site and does the Proposer or Representative have a complete plan for performance of disaster response services?

As with past consulting services provided to the City of Key West by Tidal Basin personnel, a Public Assistance program consultant shall be identified and assigned to accompany the site inspection team to each of the damaged sites. An expected result of the inspection services shall produce a detailed listing and description of the eligible damages, and the consultant shall provide oversight and follow-through to ensure the data is accurately captured and reflected in the Public Assistance grant project report.

14. Provide list of subcontractor(s), the work to be performed and also a list of major materials suppliers for this Project?

Table B-2: Subcontractors

Sub-Contractor Name	Address	Work to be Performed
Early Alert, Inc.	2740 SW Martin Downs Blvd #414, Palm City, FL 34990	EOC Support, Training Support

15. What equipment do you own that is available for the work?

Our staff is full equipped with all equipment needed to service the City of Key West. This includes computers, printers, cameras and GPS.

16. What equipment will you purchase for the proposed work?

None

17. What equipment will you rent for the proposed work?

None

18. State the names of the proposed project team and include resumes and give details of his or her qualifications and experience in managing similar work.

Tidal Basin has provided this information in Attachment K: Resumes of Proposed Staff

19. State the true, exact, correct and complete name of the partnership, corporation or trade name under which you do business and the address of the place of business. (If a corporation, state the name of the president and secretary. If a partnership, state the names of all partners. If a trade name, state the names of the individuals who do business under the trade name.)

19.1 The correct name of the bidder is:

Tidal Basin Government Consulting, LLC

126 Business Park Drive

Utica, NY, 13502

19.2 The business is a (Sole Proprietorship) (Partnership) (Corporation).

Limited Liability Corporation

19.3 The names of the corporate officers, or partners, or individuals doing business under a trade name, are as follows:

President: Ronald A. Cuccaro

Secretary/Treasurer: Stephen T. Surace

## Attachment D: Anti-Kickback Affidavit



## ANTI-KICKBACK AFFIDAVIT

STATE OF New York

COUNTY OF Oneida

I, the undersigned hereby duly sworn, depose and say that no portion of the sum herein bid will be paid to any employees of the City of Key West as a commission, kickback, reward or gift, directly or indirectly by me or any member of my firm or by an officer of the corporation.

By:

Sworn and subscribed before me this\_

\_\_day of\_\_

\_2019.

NOTARY PUBLIC, State of

Lat Large

My Commission Expires:

BRIANNA L. MOYER
Notary Public in the State of New York
Qualified in Oneida County 01MO6294465
My Commission Expires Dec. 23, 20

### Attachment E: Proposal Form



#### BID PROPOSAL FORM

The City of Key west

Address:

1300 White street, Key west, Florida 33040

Project Title:

**Emergency Management Consulting Services** 

Bidder's contact person for additional information on this Proposal:

Company Name: Tidal Basin Government Consulting, LLC

Contact Name & Telephone #: Bill Slater, 315-440-4775

Email Address: <u>bslater@tidalbasin.rphc.com</u>

#### BIDDERS DECLARATION AND UNDERSTANDING

The undersigned, hereinafter called the Bidder, declares that the only persons or parties interested in this Proposal are those named herein, that this Proposal is, in all respects, fair and without fraud, that it is made without collusion with any official of the Owner, and that the Proposal is made without any connection or collusion with any person submitting another Proposal on this Contract.

The Bidder further declares that he has carefully examined the Contract Documents for the construction of the project, that he has personally inspected the site, that he has satisfied himself as to the quantities involved, including materials and equipment, and conditions of work involved, including the fact that the description of the quantities of work and materials, as included herein, is brief and is intended only to indicate the general nature of the work and to identify the said quantities with the detailed requirements of the Contract Documents, and that this Proposal is made according to the provisions and under the tenns of the Confract Documents, which Documents are hereby made a part of this Proposal.

#### CONTRACT EXECUTION AND BONDS

The Bidder agrees that if this Proposal is accepted, he will, within 10 days, not including Saturdays and legal holidays, after Notice of Award, sign the Contract in the form annexed hereto and will provide evidence of holding required licenses and certificates as indicated in the Contract Documents.

#### CERTIFICATES OF INSURANCE

Bidder agrees to furnish the Owner, before commencing the work under this Contract, the certificates of insurance as specified in these Documents.

#### **ADDENDA**

The Bidder hereby acknowledges that he has received Addenda No. 1, issued 12/10/2019



(Bidder shall insert No. of each Addendum received) and agrees that all addenda issued are hereby made part of the Contract Documents, and the Bidder further agees that his Proposal(s) includes all impacts resulting from said addenda.

#### SALES AND USE TAXES

The Bidder agrees that all federal, state, and local sales and use taxes are included in the stated bid prices for the work.

#### **SURETY**

Tidal Basin Government Consulting, LLC whose address is

126 Business Park Drive Utica NY, 13502 Street City State Zip

#### **BIDDER**

The name of the Bidder submitting this Proposal is Tidal Basin Government Consulting, LLC doing business at

126 Business Park Drive Utica NY 13502 Street City State Zip

which is the address to which all communications concerned with this Proposal and with the Contract shall be sent.

The names of the principal officers of the corporation submitting this Proposal, or of the partnership, or of all persons interested in this Proposal as principals are as follows:

Ronald A. Cuccaro, President/CEO Stephen T. Surace, Senior Vice President

Daniel A. Craig, Senior Vice President William J. Slater, Assistant Vice President

#### If Sole Proprietor or Partnership

IN WITNESS hereto the un	ndersigned has set his (its) hand this 13 day of 2019.
Signature of Bidder	
Assistant Vire	(Vesurent

Title

#### If Corporation

INWITNESS WHEREOF the undersigned corporation has caused this instrument to be executed and its seal affxed by its duly authorized officers this 13 day of 1

(SEAL)

Tidal Basin Government Consulting, LLC

Name of Corporation

Title Vice President

Sworn and subscribed before this

NOTARY PUBLIC, State of \_

My Commission Expires:

Notary Public in the State of New York

Qualified in Oneida County 01MO6294465 My Commission Expires Dec. 23, 20

### Attachment F: Proposer's Experience/Reference List



#### Experience List — Listed in Attachment F:

Include the following credentials for, as required by the PROPOSAL SPECIFICATIONS:

#### **Instructors:**

Stephanie Murphy

Ashlee Delventhal

#### **Exercise Program Leaders:**

Stephanie Murphy

Ashlee Delventhal

#### **References:**

Client Name	Contact Name	Telephone Number	Email Address	Years of Service	Scope of Services
City of Miami Beach, Florida	Juan Mestas	786-351- 6789	juanmestas@miamibeachfl.gov	2017- Present	FEMA Public Assistance, Hazard Mitigation, Grant Administration and Comprehensive Disaster Recovery Consulting Services
City of Hialeah, Florida	Armando J. Rojas	786-385- 1187	arojas@hialeahfl.gov	2017- Present	FEMA Public Assistance, Hazard Mitigation, Grants Administration and Comprehensive Disaster Recovery Consulting Services
Northern Virginia Emergency Response System/Washington Metropolitan Transit Authority	Andrew Slater	804-251- 0429	Andrew.Slater@nvers.org	2018- Present	Workshops, Training Sessions, Tabletop Exercises, After Action Reports, Resource Tool Development
Orange County Transportation Authority	Eric Grobmyer	714-560- 5961	egrobmyer@octa.net	2018- Present	Disaster Recovery Cost Annex Support Including: Pre-Planning. Procurement and Purchasing. Damage Assessment and Documentation, Public Assistance, and State and Federal Grant Monitoring and Reporting



# Attachment G: Sworn Statement Under Section 287.133(3)(A) Florida Statutes on Public Entity Crimes



Sworn Statement Under Section 287.133(3)(A) Florida Statutes on Public Entity Crimes

## THIS FORM MUST BE SIGNED THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

- 1. This sworn statement is submitted with Bid or Proposal for City of Key West, Florida
- 2. This sworn statement is submitted by Tidal Basin Government Consulting, LLC
- 3. Whose business address is 126 Business Park Drive, Utica, NY 13502
- 4. And (if applicable) it's Federal Employer Identification Number (FEIN) is 20-5926493

#### My name is Mollie Matthews

And my relationship to the entity named above is Assistant Vice President

- 1. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), Florida Statutes means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, any bid or contract for goods or services to be provided to any public or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, material misrepresentation.
- 2. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), <u>Florida Statutes</u>, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication guilt, in any federal or state trial court of relating to charges brought by indictment information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
- 3. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), Florida Statutes, means
- a. A predecessor or successor of a person convicted of a public entity crime; or
- b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.



- 1. I understand that a "person" as defined in Paragraph 287.133(1)(8), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
- 2. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies).

Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

There has been a proceeding concerning the conviction before a hearing of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer did not place the person or affiliate on the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate was placed on the convicted vendor list. There has been a subsequent proceeding before a hearing officer of the State of Florida, Division of Administrative Hearings. The final order entered by the hearing officer determined that it was in the public interest to remove the person or affiliate from the convicted vendor list. (Please attach a copy of the final order.)

The person or affiliate has not been put on the convicted vendor list. (Please describe any action taken by or pending with the Department of General Services.)

(Signature)

(Date)

STATE OF New York

**COUNTY OF Oneida** 

PERSONALLY APPEARED BEFORE ME, the undersigned authority,

who, after first being sworn by me, affixed his/her (Name of individual signing)

signature in the space provided above on

My commission expires:

Notary Public in the State of New York

Qualified in Oneida County 01MO6294465 My Commission Expires Dec. 23, 20

### Attachment H: City of Key West Indemnification Form



#### 1. CITY OF KEY WEST INDEMNIFICATION FORM

To the fullest extent permitted by law, the CONSULTANT expressly agrees to indemnify and hold harmless the City of Key West, their officers, directors, agents and employees (herein called the "indemnitees") from any and all liability for damages, including, if allowed by law, reasonable attorney's fees and court costs, such legal expenses to include costs incurred in establishing the indemnification and other rights agreed to in this Paragraph, to persons or property, caused in whole or in part by any act, omission, or default by CONSULTANT or its subcontractors, material men, or agents of any tier or their employees, arising out of this agreement or its performance, including such damages caused in whole or in part by any act, omission or default of any indemnitee, but specifically excluding any claims of, or damages against an indemnitee resulting from such indemnitee's gross negligence, or the willful, wanton or intentional misconduct of such indemnitee or for statutory violation or punitive damages except and to the extent the statutory violation or punitive damages are caused by or result from the acts or omissions of the CONSULTANT or its subcontractors, material men or agents of any tier or their respective employees.

Indemnification by CONSULTANT for Professional Acts. CONSULTANT hereby to indemnify the City of Key West and each of its parent and subsidiary companies and the directors, officers and employees of each of them (collectively, the "indemnitees"), and hold each of the indemnitees harmless, against all losses, liabilities, penalties (civil or criminal), fines and expenses (including reasonable attorneys' fees and expenses) (collectively, "Claims") to the extent resulting from the performance of CONSULTANT'S negligent acts, errors or omissions, or intentional acts in the performance of CONSULTANT'S services, or any of their respective affiliates, under this Agreement. If claims, losses, damages, and judgments are found to be caused by the joint or concurrent negligence of the City of Key West and CONSULTANT, they shall be borne by each party in proportion to its negligence.

The indemnification obligations under the Contract shall not be restricted in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONSULTANT under Workers' Compensation acts, disability benefits acts, or other employee benefits acts, and shall extend to and include any actions brought by or in the name of any employee of the CONSULTANT or of any third party to whom CONSULTANT may subcontract a part or all of the Work. This indemnification shall continue beyond the date of completion of the

work.

CONSULTANT: Tidal Basin Government Consulting, LLC

SEAL:

126 Business Park Drive, Utica, NY 13502 Address



Signature

Mollie Matthews

Print Name

### Attachment I: Equal Benefits for Domestic Partners Affidavit



#### **EOUAL BENEFITS FOR DOMESTIC PARTNERS AFFIDAVIT**

STATE OF New York

2. : SS

BRIANNA L. MOYER
Notary Public in the State of New York
Qualified in Oneida County 01M06294465
My Commission Expires Dec. 23, 20

COUNTY OF Oneida

I, the undersigned hereby duly swom, depose and say that the firm of Tidal Basin Government Consulting, LLC provides benefits to domestic partners of the same basis as it provides benefits to employees' spouses, per City of Key West Code of Ordinances Sec. 2-799.

By:

20/4

NOTARY PUBLIC, State of White Large

My Commission Expires:

Notary Public in the State of New York
Qualified in Oneida County 01MO6294465
My Commission Expires Dec. 23, 20

#### Attachment J: Cone of Silence Affidavit



#### 1. CONE OF SILENCE AFFIDAVIT

#### STATE OF New York

#### COUNTY OF Oneida

I, the undersigned hereby duly sworn, depose and say that all owner(s), partners, officers, directors,

employees and agents representing the firm of Tidal Basin Government Consulting, LLC have read and understand the limitations and procedures regarding communications concerning City of Key West issued competitive solicitations pursuant to City of Key West Ordinance Section 2-773 Cone of Silence.

By:

Sworn and subscribed before me this

NOTADV DIDI IC State of

at Large

My Commission Expires:

BRIANNA L. MOYER
Notary Public in the State of New York
Qualified in Oneida County 01M06294465
My Commission Expires Dec. 23, 20

### Attachment K: Insurance Requirements

Upon award, Tidal Basin is able to meet all requirement set forth in Article 5:, Consultant's Liability Insurance.



### Attachment L: Acknowledgement of Addenda

Tidal Basin has provided Acknowledgement of Addenda in Attachment E: Bid Proposal Form



### Attachment M: Resumes of Proposed Staff



## BILL SLATER PROJECT EXECUTIVE



#### **EDUCATION:**

- MA, Emergency and Disaster Management American Public University, 2016
- BA, Communications & Public Relations, Ithaca College School of Communications, Ithaca, NY,1987

### REGISTRATIONS / CERTIFICATIONS

- > ICS 100, 200, 700, 800
- PA Site Inspector
- PA PDMG
- PA Group Supervisor
- Grants Manager/Portal
- > FIWA Tiers I & II
- Mission Assignments
- 406 Hazard Mitigation
- Environmental and Historic Preservation

As an emergency management professional, law enforcement officer, fire fighter, and emergency medical technician, Mr. Slater has extensive experience as a disaster professional and emergency response volunteer. His extensive, more than 20 years of law enforcement experience includes supervisory roles that eventually led to his assignment as a station commander. He served at the "ground zero" New York City Mayor's command post following the September 11, 2001 World Trade Center Terrorists Attacks in support of the rescue and recovery efforts. He was subsequently selected by the New York State Office of Emergency Management as a member of the initial cadre of New York State's Type II All-Hazards Incident Management Team. Mr. Slater is a certified trainer, providing instruction in police, fire, and emergency management related curriculum for more than 18 years. As a trainer at the New York State Police Academy, his responsibilities also included oversight of other instructors. Mr. Slater is currently serving Tidal Basin as the Senior Director of Public Assistance.

#### RELEVANT EXPERIENCE AND PROFESSIONAL HISTORY

#### Florida 4337-DR-FL, Hurricane Irma, FL

Leads a team of professionals providing guidance to multiple clients in the Florida Keys, the area most severely impacted by Hurricane IRMA. Mr. Slater was on the ground within three days of landfall working with local municipalities in their Emergency Operations Centers and he continues to provide programmatic and grants management guidance to multiple municipalities affected by this large-scale event.

#### Florida 4337-DR-FL, Hurricane Irma, September 2017 – Present

Mr. Slater lead a team of professionals providing guidance to multiple clients in the Florida Keys, the area most severely impacted by Hurricane IRMA. Mr. Slater was on the ground within three days of landfall working with local municipalities in their Emergency Operations Centers and he continues to provide programmatic and grants management guidance to multiple municipalities effected by this large-scale event.

Hawaii 4282-DR-HI, Severe Storms, Flooding, Landslides, and Mudslides Adjusters International deployed consultants to the State of Hawaii to provide assistance with the recovery from flash flooding associated with

provide assistance with the recovery from flash flooding associated with unusually heavy rains. Mr.Slater served as the Deputy to the State Public Assistance Branch Chief providing guidance to the State and their \$ 15 million recovery.



#### Alaska State Card Street and Sockeye Wildfires

Adjusters International provided support to the State of Alaska in their recovery from the wildfires of 2015. Nearly 800,000 acres burned destroying numerous private residences and damaging critical infrastructure. All provided estimators, verifiers and claims specialists to assist the State in the management of their disaster recovery process. Slater served as the project manager for this deployment and lead a team of 20 personnel to assist the State of Alaska.

#### Hawaii 4201-DR-HI, Pu'u O'o Eruption

Adjusters International again deployed consultants to assist the State of Hawaii with a category A disaster in response to the Pu'u O'o eruption and resulting lava flow. Extraordinary emergency protective measures were taken to protect critical infrastructure and entire communities. Slater helped guide the state through this unusual response and the resulting \$10 million recovery.

#### Hawaii 4194-DR-HI, Tropical Storm Iselle

Adjusters International deployed consultants to the state of Hawaii to assist with the recovery from Tropical Storm Iselle. Mr. Slater served as the Deputy to the State Public Assistance Branch Chief providing guidance to the State and their \$5 million recovery.

#### New York State: 4085-DR-NY, Hurricane Sandy

Adjusters International has deployed more than 200 consultants to work on behalf of New York State in response to Hurricane Sandy, the second costliest hurricane in United States history. Slater served as a Public Assistance Group Supervisor working with a team of 50 to 60 and coordinating the efforts of the Task Force Leaders. During this engagement he was also involved in the recoveries of several applicants including the City of Long Beach and Long Beach City School District.

#### Federal Emergency Management Agency: Disaster Assistance Employee

Slater served as a member of the FEMA Region II Disaster Assistance Employee cadre, as an operational specialist and external affairs field specialist. As a member of this team he has responded to federally declared disasters and worked in joint field offices completing a variety of assignments. New York State Incident Management Assistance & New York State FEMA Region II All-Hazards IMAT Teams

These Teams are deployed to areas overwhelmed by disasters and provide support to local emergency operations Centers (EOC). As a team member, Slater was deployed to assist the State of Florida, with hurricanes Charley, Francis and Ivan, the State of Mississippi after Hurricane Katrina and the State of Louisiana after Hurricane Gustav. As part of the team, Slater served as the Information Officer within the logistics unit and was responsible for monitoring information, and the development and release of information to stakeholders and media.

#### New York State: 4020-DR-NY, Hurricane Irene

As a member of the FEMA Region II All-Hazards IMAT team, Slater was forward deployed to assist Schoharie County to provide command and operations support to the local government efforts. The team established an EOC and provided extensive support to the local external affairs officer.



#### **ROBERT J. WRIGHT**

#### PROJECT MANAGER



#### **EDUCATION:**

- B.S. Business
   Administration,
   Columbia College
- AAS, Airway Sciences, Community College of the Air Force

#### AREAS OF EXPERTISE

- > 404 HMGP
- 406 Hazard Mitigation
- Alternative Procedures
- Appeals
- Closeout
- Cost Estimating Format (CEF)
- FEMA Individual Assistance
- > FEMA Public Assistance
- Improved Projects
- Preliminary Damage Assessment
- > Project Management
- > PW Formulation
- PW Version
- PW Writing

Mr. Wright joined Tidal Basin after 25 years of military service. Wright has worked three federally declared disasters in New York State, assisting with Adjusters International's administration of the FEMA Public Assistance Program for the State, was deployed to Florida to assist Applicants in Monroe County, to Mississippi to assist Applicants in the aftermath of Hurricane Katrina, and to Louisiana to assist Applicants in Jefferson Parish. Wright worked as a consultant for the Village of Islands, Islamorada, Florida for federally declared disasters hurricanes Dennis, Katrina, Wilma, and Tropical Storm Rita. Wright retired from the Air National Guard as a Chief Master Sergeant. His broad knowledge and understanding of the FEMA Public Assistance program provided the basis for his technical writing. He is most recently published in *Disaster Recovery Today* where he authored the article, "Rebuilding Under the FEMA Public Assistance Program: Repair? Replace? Relocate?"

#### RELEVANT EXPERIENCE AND PROFESSIONAL HISTORY

### State of Hawaii – Rain Event, Volcanic Eruption, Hurricane Lane – May – September 2019

Wright was assigned to the State of Hawaii Emergency Management Agency, as a Senior State Representative, to assist subrecipients with their processing of their public assistance grants for the respective federally declared disasters. Wright was instrumental in assisting the Island of Kauai Water Department in obtaining FEMA's acceptance to replace roughly 400 feet of main waterline, one of six included in a single project report; thus raising the estimated cost for the entire project's scope of work to over \$1 million, from the initial amount of \$356K.

#### City of Key West, FL – Hurricane Irma – October 2017 – Present

Wright was assigned to the City of Key West to assist with their recovery efforts from Hurricane Irma. Wright has been a valued asset to the City with the identification of eligible damaged facilities and has provided a detailed listing of projects, by category, and has produced solid formulation of Category A through G project worksheets. There were twenty project reports produced with a net total of nearly \$11 million. Wright is actively involved with large project reimbursement requests and assisting city leadership with closeout of large projects.

## City of San Jose, CA – Severe Winter Storms, Mudslide, Flooding - DR-4301 and DR-4308, September - November 2017

Wright assisted the City of San Jose with their project identification and project formulation, being instrumental in providing input to suggest positive changes to the project worksheets initially written by FEMA staff. Wright also visited with City staff and provided a valuable training session regarding 2CFR and proper procurement of contracts.



## Town of Danville, CA – Severe Winter Storms, Mudslides, Flooding – DR-4301, DR-4305 and DR-4308, June - July 2017

Mr. Wright assisted the Town of Danville with project identification and formulation to meet the requirements of the Public Assistance Program. Wright is currently assisting in the development of damage description and scope of work and has provided the Town with valuable input for the obligation of each project worksheet.

#### Victor Valley Wastewater Reclamation Authority, Victorville, CA - DR 1952 - March 2017 - June 2017

Wright assisted the Victor Valley Wastewater Reclamation Authority with the closeout of two large projects. One large project was submitted for a final closeout cost of over \$36millon and the second large project was submitted for a final closeout cost of over \$8million. Wright was instrumental in developing a final cost tracking and supporting documentation mechanism; providing the state closeout specialist with a one-stop shop for both large projects.

#### Union-Endicott Central School District, September 2011 – 2012

During the first week of September 2011, the School District suffered record flooding after the remnants of Tropical Storm Lee caused the Susquehanna River to overflow its banks that abut school district property. The resulting flood left the entire athletic field complex under 14.5 feet of floodwater and roughly 5 inches of thick muddy silt once the waters receded. Wright is serving as Project Lead for this engagement. Damages are estimated at over 1.6 million dollars.

#### New York State: OCNY-001 - Orange County, Tropical Storm Lee, 2011

Wright was initially assigned to Orange County after a summer flood event that damaged a few of the County-owned facilities. Bob was responsible for accompanying a FEMA Building Assessment Team during multiple visits to the County Office Complex. Bob started the project coordination and formulation for all county facilities eligible public assistance funding.

#### State of Minnesota: 1921-DR-MN, Severe Storms, Tornadoes, and Flooding, June - August 2011

A tornado devastated Wadena County in June 2010, cutting a path directly through the County Fairgrounds. In its aftermath, a total of 11 buildings were destroyed and another five buildings were severely damaged. Wright was hired to assist the County a year after the disaster, playing an instrumental role in helping them to rebuild the fairgrounds. He developed a comprehensive project tracking process that gave the County accurate, up-to-date information on the progress and financial outlays associated with each repair, replaced in-kind, alternate or improved project. Wright's efforts allowed the recovery team to make important final decisions on rebuilding plans and move construction forward, while also considering possible future uses of the fairgrounds for the community.

#### New York State: 1899-DR-NY, Severe Storms and Flooding, May – September 2010

In response to a Nor'easter that ripped through nine southern tier counties in March 2010, Wright was deployed as a Project Officer on the AI team of 26 consultants assisting over 241 applicants to document 1,170 PWs totaling an estimated \$113 million in damages. Appointed as a Technical Advisor, Wright was assigned to the Joint Field Office in Albany, NY. In this capacity, Wright was responsible for overseeing staff and Project Worksheet development for the nine affected counties. He also worked with State and FEMA representatives to develop issue solutions.

#### Cedar Rapids Community School District, June 2008 - Present

Wright served as Project Manager guiding the school district through their recovery from the June 2008 floods. He worked closely with the district starting shortly after the floodwaters crested to help formulate their financial recovery plan, document damages and eligibility, and coordinate with FEMA and the State to expedite the district's financial recovery. Estimated losses are in the neighborhood of \$25 million.

#### City of New Orleans: Sewerage & Water Board, April 2008 – June 2008



Wright was called in to assist the Sewerage & Water Board with the formulation of several complex projects, including the development of a \$31 million Category B project worksheet and an improved project for the Board's fleet of vehicles adhering to Katrina-specific guidance from FEMA.

## State of Florida: Village of Islands Islamorada, Hurricanes Dennis, Katrina, Wilma & Tropical Storm Rita, August 2007 – May 2008

Wright was asked by the Village Staff to provide closeout assistance with numerous project worksheets from hurricanes Dennis, Katrina, Wilma, and Tropical Storm Rita. Working jointly with State and FEMA personnel, Wright provided required documentation supporting the scope of work as outlined in each Project Worksheet and he developed a comprehensive spreadsheet detailing expenditures incurred by Islamorada eligible for final reimbursement from FEMA.

#### State of Florida: Monroe County School District, Hurricane Wilma, May – July 2007

As a consultant for the School District, Wright assisted in the preparation of over \$4 million in obligated project worksheets for State and FEMA closeout final inspection.

#### State of Louisiana: Jefferson Parish, Hurricane Katrina, March – April 2007

As a consultant for Jefferson Parish, Wright worked to ensure maximum FEMA grants funding as a result of the damages the Parish sustained from Hurricane Katrina of roughly \$126 million dollars in eligible FEMA funding. Wright was assigned to Jefferson Parish General Services Department to assist with their recovery efforts and was successful in identifying Hazard Mitigation opportunities as well as Improved/Alternate Projects for the Library System, Fire Department, and other Governmental facilities.

#### New York State: 1670-DR-NY, Severe Storms and Flooding, January - February 2007

A federally declared disaster that identified potential Applicants and FEMA-approved projects totaling \$19 million. During this recovery operation, Wright was assigned as the State Public Assistance Coordinator for New York State Agencies, such as Parks and Recreation, State Department of Transportation, and State University of New York Higher Education Campuses. Wright oversaw the work assignments of four State Project Officers and worked with Applicants from kickoff meetings through closeout to achieve compliance with all applicable laws, regulations, and policies.

#### State of Florida: Village of Islands, Islamorada, Hurricane Wilma, August - December 2006

As a consultant for Islamorada, Florida, Wright worked to ensure maximum FEMA grants funding after the devastating effects of Hurricane Wilma. After completing a thorough review of each project worksheet, Wright identified approximately \$1 million of additional eligible FEMA grants, one being the successful negotiations with State and FEMA Officials for the eligible replacement and relocation of the Islamorada Village Hall.

#### State of Mississippi: St. Louis Bay, Hurricane Katrina, September 2005 – July 2006

As a consultant for Bay St. Louis—Waveland School District, Wright worked to ensure maximum FEMA grants funding, after conducting a preliminary damage assessment of about \$43 million and writing approximately 75 project worksheets. The school district is composed of five campuses, all facilities of which were severely damaged by floodwaters and strong winds because of Hurricane Katrina. One elementary school was destroyed beyond repair. Wright was also involved in a \$6.8 million mold cleanup and remediation project on behalf of the school district

#### State of Florida: Monroe County, Hurricane Dennis, August 2005

Wright worked as a consultant on a hurricane-related disaster that identified potential Applicants across Monroe County, and completed FEMA-approved projects totaling \$30 million in losses, with \$20 million in debris removal. Wright trained on-the-job to develop the appropriate technical assistance required by Applicants, formulate Project Worksheets, and work toward the successful implementation of mitigation strategies.



### ASHLEE DELVENTHAL, CM, CEM

PREPAREDNESS/EOC SUPPORT LEAD



#### **EDUCATION:**

- M.S. Applied Aviation
   Safety, Florida
   Institute of Technology
- B.S. Emergency
   Management/
   Homeland Security,
   Jacksonville State
   University
- A.S. General Studies,
   Southeastern
   Louisiana University

### RELEVANCY TO SCOPE OF WORK

- Over 10 years of emergency management experience
- HSEEP Instructor
- > ICS Instructor

Ms. Delventhal is a leader in the emergency management industry, with a passion for supporting communities, businesses, and organizations in disaster preparedness. She is experienced in a broad range of functions, with her specialties lying in transportation, catastrophic planning, mass evacuation and sheltering, mass casualty, and large-scale special event and venue planning. Ashlee holds a Bachelor of Science in Emergency Management and a Master of Science in Applied Aviation Safety. She currently serves as Director of Resiliency and Critical Infrastructure programs for Tidal Basin.

#### RELEVANT EXPERIENCE AND PROFESSIONAL HISTORY

Director, Resiliency and Critical Infrastructure Programs, Tidal Basin Group, LLC, October 2019 – Present

Miss Delventhal currently supports clients in growing preparedness programs for critical infrastructure. In addition, she builds resiliency through planning, training, exercise, and other collaborative initiatives.

## Assistant Director Emergency Management, Denver International Airport, Denver, CO, January 2018 – October 2019

Managed a ream of seven, who were responsible for preparedness, regulatory and emergency training, and movement area driving. She coordinated with both work groups and stakeholders for Emergency Operations Center (EOC) planning, emergency ingress and egress, access and functional needs, and other special projects. Ashlee also served as a public speaker on mass casualty, family assistance and human factors, and in addition, served as an instructor for FEMA Homeland Security Exercise and Evaluation Program (HSEEP), Continuity of Operations Plan (COOP) and Incident Command System (ICS) courses.

### Emergency Management Coordinator, Denver International Airport, Denver, CO, April 2015 – January 2018

Developed, facilitated, and hosted over 40 emergency exercises per year, and created and managed airport exercise analysis and improvement plan program. Furthermore, Miss Delventhal facilitated the integration of exercise and real-life event improvement plans to create a cohesive program, along with developing the Training and Exercise Design Annual Report, which highlighted departmental accomplishments each year.

## Communications and Special Events Oversight Coordinator, City of Boulder, Boulder, CO, May 2013 – April 2015

Miss Delventhal served as Public Information Officer during Emergency Operations Center activations and as city liaison to the Incident Command Post during significant special events. In this role, she was responsible for all aspects of special event coordination and permitting, and the city's Special Events Committee. She oversaw development of communications



plan, press releases, media interviews, and other public information activities for downtown Boulder, and developed and presented department initiatives and projects to City Council and City Boards and Commissions.

## Deputy Planning Section Chief, New Orleans Office of Homeland Security and Emergency Preparedness, New Orleans, LA, September 2010 – May 2013

Ashlee led New Orleans Emergency Management Planning Section in disasters and special events. She coordinated with stakeholders to plan and activate bus and air evacuation plans for 300,000+ citizens with limited means of transportation, including those with access and functional needs. Miss Delventhal also played an extensive role in hurricane planning with Louis Armstrong International Airport (MSY), including tourist and resident commercial flight evacuations, city assisted citizen evacuations, airport employee evacuation and closure, re-entry and restoration of operations, and the annual full-scale hurricane exercise. In addition, she led the Planning Section in EOC and developed Incident Action Plans and other documentation for disasters and special events. Furthermore, she consolidated documentation on expenditures and employee hours for FEMA reimbursement during nationally declared disasters.

## Planning Specialist (Temporary Katrina recovery), Federal Emergency Management Agency, New Orleans, LA, March 2009 – August 2010

Ashlee developed and maintained internal Continuity of Operations Plans (COOP), Hurricane Operations, Pandemic Influenza, and Occupant Emergency Plans, and the Emergency Notifications System for three FEMA facilities and over 700 employees. She managed and led Air Evacuation Team activities in support of New Orleans hurricane air evacuations, including recruitment, assignments, activation processes, training, and the annual airport full scale evacuation exercise. During this time, she also participated in the advisory group for the development of the National Recovery Framework, and developed and facilitated briefings, training, and exercises for FEMA senior leadership, and the Federal Executive Board. She was also able to develop weekly leadership presentations on Incident Action Plan objectives, to include the status of Public Assistance and Individual Assistance projects.



## JACOB GRAY MITIGATION LEAD



**EDUCATION:** 

Attended Washburn University, Extensive Mitigation and Military Training, EMI Professional Development Series

### RELEVANCY TO SCOPE OF WORK

- Over 17 years of experience in mitigation planning, project management, mitigation grants management, risk identification, and vulnerability assessments.
- > At one time managed \$150 million in HMGP with 14 open disasters totaling over 100 ongoing projects with 4 different HMA guidance documents going all the way back to the original HMGP desk reference
- While serving as the SHMO, disaster mitigation investments in Kansas yielded more savings per dollar than efforts in any other state, averaging \$6 per \$1 spent.

Mr. Gray, former State Hazard Mitigation Officer (SHMO), has over 17 plus years of experience in the areas of mitigation planning project management, mitigation grants management, risk identification, and vulnerability assessments in Homeland Security and Emergency Management fields, Jacob currently serves as the Deputy Director of Mitigation for Tidal Basin Government Consulting. Prior to his Tidal Basin tenure Mr. Gray served as the SHMO for the State of Kansas, where he developed a comprehensive mitigation grant program, with total charge of all HMA grant programs. Mr. Gray implemented a GIS-based software program outlining all grant projects accomplished in Kansas going back to 1993 (DR-1000). This program outlined all safe rooms, home buyouts. generators, weather radios, warning sirens, electrical infrastructure retrofits, severe repetitive loss properties, repetitive loss properties, and more. Prior to serving as the SHMO, Mr. Gray worked as a Homeland Security Vulnerability Specialist with Kansas conducting security assessments of military installations, courthouses, hospitals, schools, chemical facilities, potential strategic national stockpile sites and water treatment facilities. Mr. Gray also spent 5 years in the US Navy as a gunner's mate/security specialist training fellow staff and conducing visit board search and seizure operations during Operation Enduring Freedom and numerous other duties.

#### RELEVANT EXPERIENCE AND PROFESSIONAL HISTORY

#### Deputy Director of Mitigation Tidal Basin, February 2019-Present

As Deputy Director of Mitigation, Jacob supports clients in the application and management of hazard mitigation funds, LOI development, BCA, and application development for multiple sub-applicants. Currently, Mr. Gray is supporting Alaska's Division of Homeland Security and Emergency Management with implementation of DR-4413 HMGP funds to include BCAs, project applications, and grant application review. Mr. Gray has also conducted THIRA/SPR for State of Michigan.

## Kansas State Hazard Mitigation Officer (SHMO) / Logistics Chief – Kansas Adjutant General's Department, April 2008-February 2019.

Mr. Gray managed hazard mitigation assistance grants for over 20 federally declared disasters, and conducted hundreds of BCA's for safe rooms, protection of critical infrastructure, home buyouts, flood control projects, and wildfire fuels reduction projects, utilizing the damage frequency estimator tool, and incorporation of environmental benefits. He also coordinated with state and federal environmental and historical agencies on all projects submitted to FEMA for review. Additionally, Jacob managed and work with designers on flood control projects to incorporate greener infrastructure back into landscape during project scoping.

Mr. Gray Assisted in the development of FEMA mitigation classes still given



at Emergency Management Institute (EMI) and as independent study courses. Furthermore, he served on panels and spearheaded numerous meetings and presentation with large groups, county and city commissioners, and the like. In addition to conducting hundreds of buyouts utilizing BCA and incorporating Uniform Relocation Assistance (URA) in projects where eligible, Jacob also oversaw planning quarterly meetings and getting all fellow federal/state/local planning partners to the meeting to discuss risk assessment and action items to mitigate the threats the state faced as the vice-chair of the Kansas Hazard Mitigation Team. In his role, he was able to target the most significant risks from the comprehensive risk assessment and mitigate those with exceptional project management experience and federal grant dollars when available.

#### Homeland Security Specialist – Kansas Homeland Security, December 2005-April 2008

Mr. Gray provided Security Assessments of schools, courthouse, chemical facilities, and water and wastewater treatment plants. Additionally, he provided Buffer Zone Protection Plans of governments and military installations using the CARVER method.

#### STEPHANIE MURPHY, CEM

#### PREPAREDNESS/EOC SUPPORT



#### **EDUCATION**

- M.S., Emergency
   Services Administration,
   California State
   University
- B.A., Criminology, Law,
   & Society, University of California

#### REGISTRATIONS/ CERTIFICATIONS

- Certified Emergency Manager (CEM®)
- FEMA certified ICS Trainer
- FEMA HSEEP Instructor
- FEMA Advanced
   Professional
   Development Series
- FEMA All Hazards
   Incident Management
   Team and Command &
   General Staff

### RELEVANCY TO SCOPE OF WORK

- Program Management
- Grants Administration
- Planning
- Scoping
- Housing
- California Project
   Experience

Miss Stephanie Murphy, a Certified Emergency Manager (CEM®), has over 18 years of experience in the areas of program development and project management in the Emergency Management and Transportation industries. Stephanie is the Senior Director of Transportation for Tidal Basin. She leads a team of professionals in efforts to provide all-hazards. emergency management and preparedness services to the transportation sector and its jurisdictional partners. As it relates to after action reports and corrective action plans, Ms. Murphy continuously analyzes lessons learned from external and internal incidents, utilizing collaborative workgroups to implement after action items and tasks to elevate and improve overall stakeholder preparedness. Ms. Murphy was the National Planning Section Chief with FEMA, responding to Federally Declared disasters all over the country. She also spent several years at the local level as a Regional Planner and National Incident Management System (NIMS) Compliance Officer, responding to countless emergencies and events, working in an EOC, and building resiliency in communities through planning, training, exercise and preparedness programs.

#### RELEVANT EXPERIENCE SAMPLING

Assistant Vice President, Preparedness, Resiliency and Emergency Management, Tidal Basin Government Consulting, LLC, Alexandria, VA Stephanie leads a seasoned team focused on Critical Infrastructure operators and providers. In her role, Stephanie supports our clients' efforts to enhance the overall resilience of their organization and continue to serve their customers and stakeholders with minimal disruption or impact to operational and business services. Stephanie provides overall program / division direction and oversees the quality of service and delivery of work products associated with the client projects. Utilizing risk-based and whole-community principles, Stephanie supports clients in the development of plans, training, and exercises and is also highly experienced in conducting risk assessments to identify threats and vulnerabilities.

### Manager, Emergency Management and Preparedness, Metropolitan Washington Airports Authority, Arlington, VA

Stephanie was originally hired as the Emergency Preparedness
Coordinator, charged with building an emergency management and
preparedness program from the ground up. Through gap analysis and
enterprise-wide strategic planning she established the foundation for a
permanent program, helping the Airports Authority develop an all-hazards
approach to organizational preparedness. Stephanie added two staff
members to the team, focusing on enhanced corporate preparedness
activities, including the Corporate Business Continuity Program and
Terrorism related preparedness. In 2017, Stephanie was promoted into a
newly created position as the Manager of Emergency Management and

Preparedness. In this role, she provides corporate-wide executive leadership and management to the President and CEO, Executive Vice President and COO, and Vice Presidents, as well as mentoring and supervising staff. She represents the Airports Authority in the National Capital Region (NCR) on Emergency Management Committees, during incidents and/or events, and as an Aviation subject matter expert to jurisdictional Emergency Managers at the Local, State, and Federal levels.

#### Strategic and Corporate Planning

- ▶ Develop Annual Emergency Management and Preparedness Strategic Plan. Identify strategic direction of Emergency Management and Preparedness Program, goals, vision and mission statements, and specific objectives for planning efforts.
- ► Facilitated working group of NCR Emergency Managers to develop and author the regional strategic plan and direction for the Council of Governments' Emergency Management committee.
- Airport Emergency Plan (AEP): Provided programmatic and strategic updates to Dulles and Reagan Airports' FAA Regulated AEPs, to include: role of Emergency Preparedness Coordinator and integration into incident response; Emergency Operations Center operations; planning for persons with disabilities, and others with access or functional needs; and, reviewed for Part 139 compliance.
- ► Emergency Communications Plan: Reviewed Airports Authority Emergency Media Plan and conducted gap analysis; designed and develop Emergency Communications Plan incorporating current Media Plan, Public Relations checklists and SOPs.
- ► CEMP and EOP Development: Adding specific response procedures that complement the Authority's Airport Emergency Plans through the development of a comprehensive emergency management program (CEMP). Through synthesis of the CEMP and Emergency Operations Plan (EOP), the Authority lays out its overall response to and management of all-hazards incidents.
- ► Continuity of Operations Plan & Business Continuity Plan: Works closely with the Authority's Corporate, Public Safety, and Airport Operations offices to identify critical functions, personnel and systems to include in the Authority's inaugural COOP / BCP.
- ▶ Airports Authority Emergency Preparedness Assessment Report: Assessed current emergency preparedness at the Airports Authority, reviewing plans, training records, and identifying gaps. Provided strategic planning guidance and recommendations to the Chief Operating Officer to improve emergency preparedness.



#### KYLE KARSJEN

#### PREPAREDNESS/MITIGATION & EOC SUPPORT



#### **EDUCATION:**

Attended Iowa State
 University, Extensive
 Emergency
 Management Training,
 EMI Professional
 Development Series

### RELEVANCY TO SCOPE OF WORK

- Over 16 years of experience in mitigation planning, project management, mitigation grants management, risk identification, and vulnerability assessments.
- Helped design and facilitate training for HSEEP compliant exercises

Mr. Karsjen has over 16 years of experience in emergency management, including threat/hazard identification and risk assessment, hazard mitigation, capabilities assessment, strategic planning, emergency response planning, infrastructure and asset protection, and program assessment. Additionally, Kyle has twelve years of experience in state level emergency management. Throughout his tenure at Iowa Homeland Security and Emergency Management, he was responsible for the development of an assortment of plans and planning products, including threat and hazard analyses and risk assessments, capabilities assessments, and strategic plans. Most of Mr. Karsjen's projects have involved facilitating diverse groups toward the development and implementation of specific planning and project goals. Additionally, he has offered guidance and technical assistance on hazard mitigation and emergency response plan development to counties and communities. Mr. Karsjen has also designed and helped facilitate training and HSEEP compliant exercises, along with having been heavily involved in grant development and management. Kyle cocoordinated the investment justification process under the Homeland Security Grant Program for Iowa in 2006 and 2007, and continued to be heavily involved in grant development, submission and review through 2015 as the state's strategic planner. In addition to his planning and program experience, he has held a variety of response and recovery roles in Iowa's State Emergency Operations Center for a number of federally declared disasters, including floods, blizzards, and the state's activities during the national Hurricane Katrina response. Additionally, Kyle has local response experience as a firefighter and emergency medical technician.

## RELEVANT EXPERIENCE AND PROFESSIONAL HISTORY

### Senior Emergency Management Specialist – Wood Environment and Infrastructure Solutions, April 2015-September 2019

In this role, Kyle developed emergency operations plans for cities, counties and tribes in New Mexico and Colorado. In addition, he supported full-scale exercises and developed tabletop exercises in support of emergency operations plans and coordinated after-action review processes for the public health response to the Gold King mine spill. Furthermore, he facilitated community, county, state and tribal clients through the development and implementation of over 40 hazard mitigation plans across the country, meeting all FEMA requirements.

### Operations Officer – Iowa Homeland Security and Emergency Management, November 2013-April 2015

Mr. Karsjen facilitated statewide capabilities assessments with state and local partners on core Homeland Security and emergency management

capabilities, setting benchmarks and identifying gaps in lowa's levels of preparedness. Kyle also



coordinated development of the lowa Homeland Security and Emergency Management Strategy from 2015-2018, which drove State of lowa emergency management investments for the next three years. He worked with partners, disciplines, stakeholders and professional organizations in lowa to develop initiatives that increased lowa's levels of capability across emergency management. Additionally, he served as a project manager for over \$650,000 worth of projects, including hazard analysis and risk assessment, active shooter, cyber security, urban search and rescue, resource management, social media and public information, and operational coordination.

## District Liaison – Iowa Homeland Security and Emergency Management, April 2012-November 2013

In this role, Kyle served as liaison between Iowa Homeland Security and Emergency Management and the Safeguard Iowa Partnership, working to incorporate the private sector into public emergency response. He worked with 16 counties in central Iowa to ensure compliance with planning standards.

## Infrastructure Protection Planner – Iowa Homeland Security and Emergency Management, April 2010-April 2012

Mr. Karsjen worked with private sector partners to develop infrastructure protection plans and strategies, specifically for the Information Technology and Communications sectors. Furthermore, he conducted vulnerability assessments on critical facilities in Iowa and provided recommendations for vulnerability mitigation measures, and developed methods to share critical information with public and private sector partners. Kyle also managed Iowa's security clearance program for clearances granted by the Department of Homeland Security.



## JEANINE NEIPERT MITIGATION



#### **EDUCATION:**

- M.S. Emergency
   Management, North
   Dakota State University
- B.A. Political Science, Millersville University
- Emergency
   Management
   Institute/Center for
   Domestic Preparedness
   Courses E/L:
- 212, 238, 273, 276, 278, 291, 300, 312, 318, 341, 378, 373, 386, 400,425,477, 479, 563,564, 598, 825.

### RELEVANCY TO SCOPE OF WORK

 Over 12 years of federal service as a Hazard Mitigation Planner, Hazard Mitigation Assistance Specialist, Hazard Mitigation Branch Director and National Incident Management Assistance Team member Ms. Neipert currently serves as Tidal Basin's Hazard Mitigation Grant Program (HMGP) lead for DR-4085-NY (Hurricane Sandy). In this role she oversees all aspects of HMGP administration on behalf of the State of New York. Prior to joining Tidal Basin, Jeanine was employed with FEMA HQ and FEMA Region VIII.

#### RELEVANT EXPERIENCE AND PROFESSIONAL HISTORY

## Risk Reduction Advisor to the Federal Coordinating Officer, FEMA, March 2018-March 2019

As the Risk Reduction Advisor for a Level 1 disaster in Puerto Rico (DR-4339) Ms. Neipert provided mitigation subject matter expertise to the Federal Disaster Recovery Officer and Federal Coordinating officer as well as representatives from other federal agencies, Commonwealth agencies (particularly the Puerto Rico Planning Board, Office of Permitting, and Central Office for Recovery, Reconstruction and Resiliency), internal programmatic partners, and contract personnel. Key accomplishments within her portfolio:

- ▶ Advisory Base Flood Elevation (ABFE) mapping development, technical support, training, outreach, and platform support across Puerto Rico; LiDAR developed, and technical support provided.
- ► Mitigation Assessment Team and Cost and Constructability Report Developed; Recovery Advisory development/issuance
- ▶ Wind microzoning analysis and associated mapping developed; 2018 Puerto Rico Building Code update support provided; building science and coastal construction training provided.
- ▶ 5,000 Substantial Damage assessments and quality control reviews performed for 30,000 assessments.

#### Hazard Mitigation Branch Director, FEMA, June 2014-March 2018

As the Mitigation Branch Director in support of Level 2 disasters in Louisiana (DR-4277-LA) and South Carolina (DR-4241-SC) as well as the Mitigation Advisor to the Federal Disaster Recovery Officer (FDRC) for a Level 1 disaster in Florida (DR-4339-FL), Jeanine managed staff over four functionally diverse sections and served as FEMA's primary representative from the Hazard Mitigation Branch to the State Hazard Mitigation Officer, Floodplain Management Administrator, the Governor's Authorized Representative, Federal Coordinating Officer, the Federal Disaster Recovery Coordinator, congressional representatives, and field and national representatives of other federal agencies. Key accomplishments within her Branch portfolio:

▶ 60,000 substantial damage inspections completed; 2,000 repetitive loss verifications undertaken; and Flood Recovery Office established to address over 400 congressional and media inquiries



- Hazard Mitigation and National Flood Insurance program guidance provided to over 50,000 disaster survivors.
- ▶ Watershed resiliency study developed (LA), Dam Failure Assessment and Advisements White paper developed (SC) and Community Placed Based Recovery Support (CPBRS) teams developed and embedded within 3 counties (FL).

#### Hazard Mitigation Assistance Specialist, FEMA RVIII March 2011-June 2014

During her tenure as an HMA Specialist with FEMA RVIII and the HMA program manager for North Dakota, Ms. Neipert was responsible for Hazard Mitigation Grant Program (HMGP) planning and project sub-applications review, approval and obligation; project management; fiscal oversight; spendplan development and execution; internship development; National Disaster Recovery Framework (NDRF) regional and national working group membership, HMA Branch performance metrics development; and served as a member of the second iteration of the U.S. Army Corps of Engineer's Devil's Lake Interagency Working Group. Ms. Neipert also served as the Hazard Mitigation Branch Director or Mitigation Advisor to the Federal Disaster Recovery Officer (FDRC) during this timeframe, including: DR-4145-CO, DR-4128-ND, DR-4118-ND, DR-1981-ND, DR-1907-ND, and DR-1901-ND.

#### Hazard Mitigation Planner, FEMA RVIII, January 2010-March 2011

As a Hazard Mitigation Planner for FEMA RVIII, Jeanine was responsible for ensuring that state, local, and tribal governments complied with the hazard mitigation planning requirements outlined in 44 CFR Part 201. Ms. Neipert reviewed and approved hazard mitigation plans and provided technical assistance to communities as they developed their hazard mitigation plan including risk assessment and mitigation strategy development.

#### Hazard Mitigation Planner and Mitigation Advisor, FEMA RVIII, October 2007-January 2010

As a Disaster Assistance Employee for RVII, Jeanine was responsible for providing sustainable rebuilding and flood insurance guidance to disaster survivors at fixed and mobile disaster recovery centers, supporting communities to develop or update local hazard mitigation plans, and reviewing multi-hazard mitigation plans for compliance with 44 CFR Part 201. Post-disaster support included:

- ► Hazards and Performance Analysis Crew Lead (DR-1829-ND)
- ► Hazard Mitigation Community Planner (DR-1823-OK)
- ► Hazard Mitigation Advisor (DR-1786-LA and DR-1766-IN)



## CRYSTAL KLINE, MEP PREPAREDNESS



#### **EDUCATION:**

Associates Degree in progress, Tulsa
 Community College

### RELEVANCY TO SCOPE OF WORK

- > Assisted in management of the training efforts in Portau-Prince, which included two full-scale exercises, managed the media covering the event, and acted as public spokesperson in interviews with the British Broadcasting Corporation (BBC), and MSNBC.
- Master Exercise Practitioner
- HSEEP-Certified

Ms. Kline is an award-winning writer, Oklahoma's first female federally certified Master Exercise Practitioner (MEP), and a certified HSEEP Trainer. She was an adjunct instructor at FEMA's Emergency Management Institute in Emmitsburg, MD, and instructor at the University of Oklahoma Resilience Development Institute. Beginning with her work in Tulsa Project Impact, nearly 20 years in the emergency management industry have given her a strong background in disaster preparedness and hazard mitigation, including development and facilitation of comprehensive exercise programs, emergency response planning, continuity planning, and building public/private partnerships. Ms. Kline has presented at many conferences and led multiple workshops.

Ms. Kline has nearly 20 years in the emergency management industry with expertise in disaster preparedness and hazard mitigation, including development and facilitation of comprehensive exercise programs, emergency response planning, continuity planning, and building public/private partnerships.

#### RELEVANT EXPERIENCE AND PROFESSIONAL HISTORY

#### Preparedness Specialist, Tidal Basin, July 2019-Current

Ms. Kline assists in preparedness and resilience projects, including training and exercise development and facilitation. She developed and assisted in facilitation of a hospital evacuation workshop, has assisted in writing plans, papers and case studies, and was part of a state hazard mitigation planning effort. She has also assisted with the development and facilitation of several exercises and After Action Reports.

### Communications Specialist/Recovery Specialist, Witt O'Brien's, September 2008 – May 2011 and October 2017 – April 2019

Ms. Kline assisted in proposal development, training and exercise development and facilitation, and crisis communications and external affairs. In 2009 and 2010, she was part of the partnership with the Clinton Global Initiative's efforts to spur economic development in Haiti through providing Haitians with Community Emergency Response Team (CERT) training, where she not only led the preparation of the curriculum and designed the exercises, but accompanied a team of Haitian New York City firefighters to Port-au-Prince where they trained 400 residents of the nation's largest tent city to become the nation's first CERT team. She was a weekly radio guest on Neighborhood Watch on allblackradio.com. In the fall of 2010, she worked on the long-term recovery of the Gulf Coast in the aftermath of the British Petroleum Deepwater Horizon oil spill. She met with and interviewed community stakeholders in order to assess the long-term impacts and needs of the coastal communities impacted by the oil spill, reported on my findings, and assisted in analysis of the gathered data.



## AMBER MADDEN CDBG



### **EDUCATION:**

- M.S., Economics and Economic and Community Development, Illinois State University, 2013
- B.S., Economics,
   Western Michigan
   University, 2008

## RELEVANCY TO SCOPE OF WORK

- Program Management
- Grants Administration
- CDBG-DR Funding
- Needs Assessments
- Fair Housing
- Community
   Development Block
   Grants (CDBG)
- Economic revitalization programs

Ms. Madden is a Disaster Recovery professional with over 10 years of economic and community development experience, including work in Federal, HUD, and CDBG-DR grants management, housing, infrastructure, economic revitalization, resiliency, and financial management. She is in an expert in federal procurement regulations, subrecipient management, and CDBG-DR-funded FEMA local match. She has provided her expertise to large CDBG-DR grantees such as the City of Houston and New York.

### RELEVANT EXPERIENCE AND PROFESSIONAL HISTORY

Technical Advisor, Puerto Rico Department of Housing, CDBG-DR Housing Repair, Reconstruction or Relocation Program (R3)

Ms. Madden currently provides subject matter expertise on Puerto Rico's single-family housing recovery program, R3. Her focus areas include establishment of efficient workflows, documentations, and procurement oversight.

CDBG-DR Subject Matter Expert, City of Houston, August 2018 – August 2019

Amber provided subject matter expertise for the City of Houston in its implementation of the \$1.2 billion CDBG-DR award received after Hurricane Harvey with a focus on overall financial management processes such as federal drawdowns, contractor and homeowner payment setup, cash flow projections and grant reporting. She assisted in the development of the City's Action Plan Amendments, Program Guidelines, and Standard Operating Procedures for all programs. In addition, Ms. Madden wrote successful waiver requests the Texas General Land Office (GLO) and HUD to facilitate program implementation and roll out.

## Multiple Roles – Programs and Policy, New York City Office of Management and Budget, February 2015 – August 2018

As a Unit Head, Ms. Madden served as a Program and Policy Supervisor for approximately \$4.2 billion in HUD CDBG-DR grant funds for housing, economic development, resiliency, mitigation, and infrastructure programs throughout NYC. She coordinated with multiple municipal and federal agencies to set up new programs, manage aggressive timelines, make strategic funding decisions, and assist in program implementation

Furthermore, Amber managed the City's CDBG-DR Action Plan, amendment process, and response to public comments, and liaised with elected officials to create briefings and testimony for City Council hearings and press inquiries. She interpreted Federal Register Notices, 2 CFR 200, 24 CFR 570, and other applicable grant regulations, and wrote multiple successful waiver requests related to HUD requirements to facilitate CDBG-DR program implementation.

## Training Projects Coordinator, Illinois Department of Human Rights – Housing Division, February 2014 – February 2015

Amber managed and administered two HUD grants for the development of training programs for CDBG recipients, and managed budgets and created



reports for HUD grants, maintaining accurate records and spreadsheets. She also authored the update to the technical guide on Fair Housing for Illinois municipalities.

Fair Housing Test Coordinator, Access Living of Metropolitan Chicago, September 2013 – March 2014 Ms. Madden coordinated Fair Housing tests to detect housing discrimination against individuals with disabilities as part of a HUD grant initiative. She gathered and synthesized quantitative and qualitative data for quarterly HUD grant reporting. Furthermore, she worked with housing providers to solve disability-related issues, writing reasonable accommodation and modification requests, and provided training when necessary.



## **PASQUALE "PAT" CUCCARO**

### PUBLIC INSURANCE ADJUSTER



RELEVANCY TO SCOPE OF WORK

- Active in FAPIA
- Licensed Public
  Adjuster in the State of
  Florida

Pasquale "Pat" Cuccaro has worked on behalf of policyholders since 1983. Pat is active in the National Association of Public Insurance Adjusters (NAPIA) and is also active in the Florida branch of NAPIA (FAPIA), where he is a Past President and previously served as the FAPIA Chairman of the Ethics Committee. Pat's commitment to the public adjusting industry has led him to work closely on numerous occasions with Florida state legislators in an effort to establish public adjusting licensing legislation. His efforts resulted in reform of several state regulations. He currently sits on the board of directors of CPCP (Council of Property Claims Professionals), an organization formed by Pat and other claims professionals sharing similar interests. Pat has been recognized by the National Wind Storm Association, where he presented a seminar on the topic of "When an Army of Adjusters are Necessary." Pat holds certifications from Florida Windstorm and the National Flood Insurance Program and is a licensed Public Adjuster in numerous states.

### RELEVANT EXPERIENCE AND PROFESSIONAL HISTORY

Senior Vice President/Managing Partner, Goodman, Gable, Gould/Adjusters International 1983-Present

Mr. Cuccaro is a licensed public adjuster in numerous states, oversees all of the GGG/Al Florida offices, has been the lead engagement partner on numerous multi-million dollar claims and has worked with several law firms in providing consulting advice and litigation and trial support. He has also had a noteworthy impact on effecting legislative change on the state level in Florida regarding the insurance adjusting industry. Pat holds a Public Adjuster licensure in the following states:

- ► Colorado
- ► Florida
- ▶ Georgia
- ► Louisiana
- ▶ Michigan
- ▶ Mississippi
- North Carolina
- ► Pennsylvania
- ► South Carolina
- ► Tennessee
- ▶ Virginia



## William Wagner, III, CEM® **Preparedness/EOC Support**



### **SUMMARY OF QUALIFICATIONS**

William A. Wagner, III is President and a principal owner of Early Alert, Inc. Mr. Wagner is a nationally recognized senior public and private sector executive with more than 40 years' experience public administration, managing and administering emergency management, business continuity,

incident command, strategies and tactics, emergency medical and mass casualty, fire rescue operations, fire prevention, fire investigation, and several successful entrepreneurial businesses. His subject matter expertise includes project management, administering all operational, planning and training for emergencies and disasters regarding emergency preparedness, response, recovery and mitigation.

Additional expertise includes Disaster Preparedness/Crisis Management, Advanced Incident Management and Unified Command, Advanced Fire Administration, Firefighter Safety and Risk Management, Fire Cause and Origin, Disaster Control - Emergency Readiness, Emergency Response for Hazardous Materials, Emergency Planning,

Mr. Wagner current serves as the Florida Fire Chiefs' Association: State Emergency Response Team - Florida Emergency Preparedness Association Liaison, South Florida -State Incident Management Team as the Incident Commander or Operations Chief, Member of the All Hazard Incident Management Team Association Interstate Incident Management Team Qualifications System (IIMTQS) Committee and the Emergency Interoperability Consortium.

As a Certified Instructor, Mr. Wagner has developed and delivered subject matter expertise and training around the United States and abroad for emergency management, business continuity, incident command, disaster response and fire rescue for more than 30 years. His training programs reflect his extensive experience in the field responding to national and man-made disasters and incidents. Mr. Wagner also develops and administers full-scale emergency response exercises which utilize his expertise in comprehensive

- U.S. National Fire Academy & **Emergency Management** Institute - Executive Analysis of Fire Service Operations in **Emergency Management &** Command and Control of Fire Department Operations at Natural and Man-made Disasters
- University of Cincinnati Fire **Protection Engineering**
- National Certified Emergency Manager, CEM

### Years of Experience: 35+

### **Areas of Experience:**

- Project Management
- Disaster Preparedness, Response, Recovery & Mitigation
- Emergency Management Specialist
- Sr. Incident Management Specialist
- EOC Operations Specialist
- · Emergency Program Manager
- Certified Disaster Response Instructor

### Awards:

- · FEMA's Outstanding Achievement
- National Hurricane Conference

### **PROFESSIONAL EXPERIENCE**

planning and training.

Actual disaster management, response and recovery experience includes hurricanes/typhoons, severe weather events, floods, tornados, tropical storms, fuel tanker rollovers, major structure fires, wildfires, mass migration, major oil spills, major transportation incidents, urban search and rescue, civil unrest and terrorist incidents. William's emergency management and disaster response and recovery experience is extensive. During his years of service, he

- was Project Manager for numerous ventures in both the public and private sectors.
- served as incident commander/manager in numerous disasters.
- includes such posts as Emergency Manager, Incident Commander, Planning Section Chief, Operations Section Chief, Logistics Section Chief and Liaison Officer.
- established the command post at Florida City during Hurricane Andrew where more than 250 emergency responders and managed a Unified Command System which included more than two hundred law enforcement personnel, several relief agencies and members of the Florida National Guard.



- served as Incident Commander in the Florida Keys for Hurricanes George, Katrina, and Wilma and recently an Incident Management Support Team Supervisor for five Incident Management Teams and Liaison for Hurricane Irma.
- recovery technician at the Value Jet disaster in the Florida Everglades.
- has served as an Emergency Management Coordinator for the Florida State Disaster Response Plan.
- was appointed to the elite Federal Emergency Management Agency (FEMA) Hurricane Liaison Team.
- most recently commanded and coordinated incident management support team deployments for 2017 Hurricane
  Harvey and Irma thought out South Florida, 2018 Hurricanes Florence and Michael and 2019 Hurricanes Dorian
  and Imelda.



## Attachment N: Florida Business License





Department of State / Division of Corporations / Search Records / Detail By Document Number /

## **Detail by Entity Name**

Foreign Limited Liability Company
TIDAL BASIN GOVERNMENT CONSULTING, LLC

**Filing Information** 

 Document Number
 M10000000434

 FEI/EIN Number
 20-5926493

 Date Filed
 02/01/2010

State DC Status ACTIVE

Last Event LC STMNT OF RA/RO

CHG

Event Date Filed 11/24/2014
Event Effective Date NONE

**Principal Address** 

300 North Washington Street

Suite 505

Alexandria, VA 22314

Changed: 04/10/2014

**Mailing Address** 

126 Business Park Drive

Utica, NY 13502

Changed: 01/04/2018

Registered Agent Name & Address

CORPORATION SERVICE COMPANY

1201 HAYS STREET

**TALLAHASSEE, FL 32301-2525** 

Name Changed: 11/24/2014

Address Changed: 11/24/2014

Authorized Person(s) Detail

Name & Address

Title Manager

Craig, Daniel A

300 North Washington Street Suite 505 Alexandria, VA 22314

Title Authorized Representative

Stephen , Surace 126 Business Park Drive Utica, NY 13502

## **Annual Reports**

Report Year	Filed Date
2017	04/23/2017
2018	01/04/2018
2019	01/29/2019

## **Document Images**

01/29/2019 ANNUAL REPORT	View image in PDF format
01/04/2018 - ANNUAL REPORT	View image in PDF format
04/23/2017 - ANNUAL REPORT	View image in PDF format
04/11/2016 - ANNUAL REPORT	View image in PDF format
04/16/2015 - ANNUAL REPORT	View image in PDF format
11/24/2014 CORLCRACHG	View image in PDF format
04/10/2014 - ANNUAL REPORT	View image in PDF format
04/16/2013 ANNUAL REPORT	View image in PDF format
01/05/2012 - ANNUAL REPORT	View image in PDF format
08/23/2011 - ANNUAL REPORT	View image in PDF format
02/01/2010 - Foreign Limited	View image in PDF format

## Attachment O: Additional Supporting Documentation

On the following pages, Tidal Basin has provided Instructor, CEM and Exercise Leader certificates for both Stephanie Murphy and Ashlee Delventhal.





Dear Stephanie Murphy,

Congratulations! This letter is your official notification of meeting all the necessary requirements for earning the Certified Emergency Manager designation (CEM<sup>®</sup>).

You will be recognized at the IAEM 63rd Annual Conference & Exhibit in Las Vegas, NV November 13-18, 2015. We hope you decide to participate in the Wednesday evening ceremony where you will be presented with your diploma. If you are unable to participate, IAEM headquarters will mail it to you upon their return from the Annual Conference. Please check out our website www.iaem.com for detailed program and registration information.

You are scheduled to re-certify in 2020. You can create your recertification application now and start logging in information to meet the current requirements of continuing education/training hours and professional contributions over the next five years. However, if at any time the recertification requirements change, you will be required to meet the new requirements within your next recertification submission. Please visit the IAEM website for details.

It is your responsibility to keep IAEM Headquarters updated with your current mailing and email address. In the summer of 2019, you will start to receive reminder notices by email reminding you that your recertification is due. If you choose not to recertify in 2020, you may no longer use the CEM designation after your name beginning January 1, 2021.

We have posted online at http://www.iaem.com/page.cfm?p=Certification-Review-Followup-2015 a press release for you to edit and distribute describing your recent accomplishment and the CEM® program. Also available is a copy of your employer notification letter for you to personalize and forward on to your supervisor advising of your recent achievement of the CEM<sup>®</sup> designation. The letter will detail the CEM<sup>®</sup> requirements and give appropriate recognition to you and credit to your organization for having a leader of your caliber.

Again, you have my sincere congratulations for your outstanding achievement in becoming a Certified Emergency Manager.

Sincerely,

Kevin Sligh, CEM<sup>®</sup>
CEM<sup>®</sup> Commission Chair



## **Exercise and Evaluation Program** Homeland Security

Certificate of Achievement

In recognition of your successful completion of the HSEEP Training Course, This certificate is awarded to

Stephanie Jaffe

This 16th day of July, 2009

Steve Saunders
Director, National Exercise Policy Branch



## **Exercise and Evaluation Program Homeland Security**

Certificate of Achievement

In recognition of your successful completion of the HSEEP Train-the-Trainer Training Course, This certificate is awarded to

Stephanie Jaffe

This 17th day of July, 2009

Steve Saunders

Director, National Exercise Division

Exercise Policy Branch



This Certificate of Achievement is to acknowledge that

STEPHANIE M. JAFFE

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the independent study course:

IS-00100.FW
Introduction to the Incident Command System,
I-100 for Federal Disaster Workers

Issued this 01st Day of June, 2005

0.3 CEU

Stephen G. Sharro
Director, Training Division



## FEMA

This Certificate of Achievement is to acknowledge that

## STEPHANIE JAFFE

professional development and completion of the independent study course: has reaffirmed a dedication to serve in times of crisis through continued

IS-00200

ICS for Single Resources and Initial Action Incidents

Issued this 25th Day of June, 2008



Tony Russell
Superintendent
Emergency Management Institute



## FEMA

This Certificate of Achievement is to acknowledge that

## STEPHANIE JAFFE

professional development and completion of the independent study course: has reaffirmed a dedication to serve in times of crisis through continued

IS-00700.a

National Incident Management System (NIMS)

An Introduction

Issued this 13th Day of August, 2009



Cortez Lawrence, PhD
Superintendent
Emergency Management Institute



## FEMA

This Certificate of Achievement is to acknowledge that

## STEPHANIE JAFFE

professional development and completion of the independent study course: has reaffirmed a dedication to serve in times of crisis through continued

IS-00800.b

National Response Framework, An Introduction

Issued this 25th Day of June, 2008



Cortez Lawrence, PhD
Superintendent
Emergency Management Institute

0.3 IACET CEU

# Center for Domestic Preparedness



This is to certify that

## Stephanie M. Jaffe

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the:

Emergency Management Institute's ICS-300

Intermediate ICS for Expanding Incidents

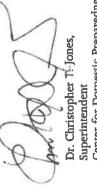
(1.8 Continuing Education Units)

Bethesda, MD

Issued this 3rd day of December, 2008

PROVIDER

AUTHORIZED



Superintendent Center for Domestic Preparedness

# Center for Domestic Preparedness



This is to certify that

## Stephanie M. Jaffe

has reaffirmed a dedication to serve in times of crisis through continued professional development and completion of the:

Emergency Management Institute's ICS-400

Advanced ICS Command and General Staff-Complex Incidents

(1.4 Continuing Education Units)

Bethesda, MD

Issued this 5th day of December, 2008

ACE



Superintendent Center for Domestic Preparedness







This is to certify that

## Stephanie Murphy

Has successfully completed the following with 12 contact hours

## VDEM - V450: ICS Train-the-Trainer (ICS100-400)



Course Completion Date 12/15/2015



Dear Ashlee Delventhal,

Congratulations! This letter is your official notification of meeting all the necessary requirements for earning the Certified Emergency Manager designation (CEM®).

You will be recognized at the IAEM 67th Annual Conference & Exhibit in Savannah, GA November 17-21, 2019. We hope you decide to participate in the Wednesday evening ceremony where you will be presented with your diploma. If you are unable to participate, IAEM headquarters will mail it to you upon their return from the Annual Conference. Please check out our website www.iaem.org for detailed program and registration information.

You are scheduled to re-certify in 2024. You can create your recertification application now and start logging in information to meet the current requirements of continuing education/training hours and professional contributions over the next five years. However, if at any time the recertification requirements change, you will be required to meet the new requirements within your next recertification submission. Please visit the IAEM website for details.

It is your responsibility to keep IAEM Headquarters updated with your current mailing and email address. In the summer of 2023, you will start to receive reminder notices by email reminding you that your recertification is due. If you choose not to recertify in 2024, you may no longer use the CEM designation after your name beginning January 1, 2025.

We have posted online at www.iaem.org/followup a press release for you to edit and distribute describing your recent accomplishment and the CEM® program. Also available is a copy of your employer notification letter for you to personalize and forward on to your supervisor advising of your recent achievement of the CEM® designation. The letter will detail the CEM® requirements and give appropriate recognition to you and credit to your organization for having a leader of your caliber.

Again, you have my sincere congratulations for your outstanding achievement in becoming a Certified Emergency Manager.

Sincerely,

Jody Carter, CEM<sup>®</sup>

Certification Commission Vice Chair



This is to certify that

## Ashlee L. Gunter

program by completing all requirements for, and is officially recognized by FEMA as a has demonstrated exemplary performance and a commitment to the Nation's continuity CONTINUITY OF OPERATIONS EXCELLENCE SERIES - LEVEL II MASTER PROFESSIONAL CONTINUITY PRACTITIONER

Awarded this 24th day of August 2011

Damon C. Penn

Assistant Administrator FEMA National Continuity Programs

Tilane, Albigh nor Thilmse

Vilma Schifano Milmoe Superintendent (Acting) Emergency Management Institute

# Certificate of Completion

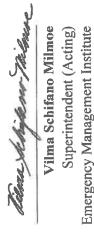
## Ashlee L. Gunter

The National Preparedness Directorate's Emergency Management Institute, on recommendation of the Faculty, and in recognition of successful completion of the requisite courses of study, confers this certificate of completion of the

# Basic Instructor Certificate

Issued this 17th day of September 2011







## Exercise and Evaluation Program Homeland Security

## Certificate of Achievement

In recognition of your successful completion of the HSEEP Train-the-Trainer Training Course, This certificate is awarded to

## Ashlee Gunter

This 18th day of September, 2009

Steve Saunders

Director, National Exercise Division
Exercise Policy Branch

## **Exhibit "B" Proposal Unit Price Proposal**

## Attachment A: Unit Price Proposal Form

Level 1 Support (Emergency Response)

Level 2 Support (Emergency Preparation)

## Level 1 Support:

Position	Rate/Hour
Emergency Management	
Senior EM CONSULTANT	\$225
EM CONSULTANT	\$165
Senior Planner	\$165
Project Manager	\$225
Planner	\$155
Incident Management Team Support (Level 2)	
[PHASE 1] Initial On-site Incident Management Support Team Activation (IMST) Fee	\$5280 Plus expenses, per 24 hr. day
[PHASE 21 Emergency Management Coordinator ('MST Overhead Teams; Team Leader)	\$155
Operations Manager (Any IMST Command or General Staff position)	\$125
Operations Specialist (Any non- general/command [MST position)	\$105
Hazard Mitigation Assistance	
Senior Program Manager	\$225
Program Manager	\$165
Technical Specialist	\$155
Administrative Support	\$65
Preliminary Damage Assessment — Public Assistanc	e
Damage Assessment Team Lead	\$165
Damage Assessment Specialist (Team)	\$155
Public Assistance Consulting	
osition	Rate/Hour
Senior CONSULTANT / Appeals Specialist	\$225
CONSULTANT	\$165
Fechnical Specialist I	\$165
Technical Specialist II	\$165

Note: The Incident Management Support Team (IMST) activation fees become authorized when there is a request by the Client and/or their designee for IMST staff to report to the Emergency Operation Center or other designated location, and consistent with the following considerations.



Onsite Activation: The Activation Fee Schedule is executed when requested by the Client and/or their designee and followed with a written "Notice to Proceed" or "Task Order" to report to the Emergency Operation Center or other applicable location. Partial days are billed at 12-hour increments.

- Initial IMST Response Team will vary in number of staff, based on the scope of each event. Typically, a two (2) person team will respond for Phase 1 to evaluate situation status and resource need. Phase 2, staffing will ramp up to address immediate needs and should an event escalate to significant proportions, Early Alert will have pre-staged staffing on standby for immediate response.
- Activation (IMST) fees are eligible for FEMA reimbursement when the Governing Agency is included in a declared disaster by a Presidential Declaration. The amount of the recovery may vary depending on the disaster eligibility of Federal, State, and local match for the event. (i.e.: In a hurricane activation: 100% recovery for Emergency Protective Measures for initial 72 hours response, 75% Federal / 25% (divided by local and state) for other disaster recovery operations). Eligibility is not guaranteed and CLIENT should stay informed to all FEMA updates and changes as applicable.
- Phase 2 Response Fees: Professional fees are invoiced on a bi-monthly basis. Expenses are billed to the CLIENT at EA's cost. Expense reimbursement includes transportation, lodging, meals and incidentals. EA will make every effort to keep expenses to a minimum. We encourage CLIENT to assist us with this by any means available. To simplify billings, we are agreeable (and prefer) to establishing per diems that are agreeable to the both the CLIENT and our team, which recognize the need to accurately reflect the prevailing local economic conditions during the duration of the deployment.
- Fee payments and associated financial obligations resulting from service requests and fulfilment of contract obligations are due in full, as services are rendered and independent of the application for FEMA reimbursement.
- \* Portal to Portal billing for initial response in Phase 2 deployment, includes travel period and continues until such time EARLY ALERT determines the client is ready to transition or has transitioned from the Emergency Response phase into the Recovery phase and that the EOC Operational Period has transitioned to normal business hours. Notification and coordination are provided to the client when this transition occurs.



## Level 2 Support:

Item	Quantity	Unit Price	Extended
	Hours per Event	(Fixed Fee)	Total
Emergency Response Activat	tion		
Project Executive	80	\$225	\$18,000
Subject Matter Expert	80	\$225	\$18,000
Project Manager	160	\$225	\$36,000
oublic Adjuster	320	\$185	\$59,200
Senior Closeout Specialist	80	\$165	\$13,200
Closeout Specialist	160	\$155	\$24,800
Other: List specialty			
Item	Quantity Class	Unit Price (Fixed Fee)	Extended Total
TRAINING CLASSES (FIXE	FEE)		
S 300 — Intermediate Incident Command System	2	\$7,150	\$14,300
S 400 — Advanced Incident Command System	2	\$5,280	\$10,560
CEMP Refresher Incident Commander (IC)	1	\$3,850	\$3,850
Comprehensive Emergency Management Plan (CEMP); Hazard Annexes and associated emergency response and contingency plans Annual Update (FIXED FEE)	1	\$16,500	\$16,500
EXERCISES AND DRILLS (FIXED	FEE)	-	
EMP Exercise	1	\$10,450	\$10,450
CS Forms Drill	1	\$3,850	\$3,850
oint Information Center (JIC) Drill	1	\$3,850	\$3,850
PREPAREDNESS EVENTS (FIXE	D FEE)		
ity Emergency Operations Center (EOC) Facilitation	1	\$4,950	\$4,950
Iternate City EOC Facilitation (IMT)	1	\$3,850	\$3,850
SPECIAL PROJECTS (HOURLY RATE): GRANT RESEARCH AND APPLICATION	Proposed Hours	Hourly Rate	Extended Total

Project Manager or Lead Consultant	80	\$225	\$18,000
Project Engineer or Lead Planner	120	\$165	\$19,800
Associate	80	\$155	\$12,400
Staff Assistant	40	\$65	\$2,600
TOTAL PROPOSED CONTRACT PRICE			\$294,160

Confirmation of Signature Unit Price Proposal Information

Frank Sordell

Name

Assistant Vice President, Project Accounting