



20150958
Blanket Contract

City of Springfield Blanket Contract Tracer Document

The purpose of this document is to provide continuous responsibility for the custody of **BLANKET CONTRACTS** during the processing period.

INSTRUCTIONS: Upon receipt, please initial and write in the date of receipt. When your department has approved and signed the blanket contract, please initial and date in the forwarding section and deliver to the next department.

DEPARTMENT	DATE RECEIVED		DATE FORWARDED TO NEXT DEPT.	
	Initials	Date	Initials	Date
Office of Procurement			BK	3.11.2015
Disaster Recovery	td	3/13/15	td	3/13/15
City Comptroller	mm	3/18/15	mm	3/19/15
Law	PF	3/22/15	PF	3/22/15
Mayor	cyj	3/24/15	cyj	3/25/15
Office of Procurement				

Vendor No.: 13471 Blanket Contract No.: 20150958 Blanket Contract Date: 3.9.15

Blanket Contract Amt.: \$150,000.00 Issue Date: Renewal Date:

Appropriation Code1: 26401807-530105-64014

Appropriation Code2:

Appropriation Code3:

Appropriation Code4:

Description of Funding Source:

Bid No.: 15-130 Requisition No.: 15008970 PO No.:

Vendor Name: GCR, Inc.

Blanket Contract Type:

Blanket Contract Purpose: National Disaster Resilience Competition Consulting Services

Originating Dept.: Disaster Recovery

Expiration Date: Amendment Date: Extension Date:

TYPE OF DOCUMENT (Please select at least one):

New Renewal Amendment Extension

**AGREEMENT FOR NATIONAL DISASTER RESILIENCE COMPETITION
CONSULTING SERVICES**

This agreement (the "Agreement") is entered into and effective as of the date of execution by all parties (the "Effective Date") by and between the **City of Springfield**, a municipal corporation organized under the laws of the Commonwealth of Massachusetts, with a principal place of business at 36 Court Street, Springfield, MA, acting by and through its Department of Disaster Recovery and Compliance, with the approval of its Mayor (collectively, the "City") and **GCR Inc.**, a Louisiana corporation with a place of business at 2021 Lakeshore Drive, Suite 500, New Orleans, Louisiana 70122 ("GCR").

WHEREAS, the City is in need of a qualified and experienced consultant to provide grant writing and management services to meet all requirements for the U.S. Department of Housing and Urban Development's National Disaster Resilience Competition on behalf of the City; and

WHEREAS, the City issued a Request for Proposals, City RFP #15-130, seeking such a consultant and determined that GCR submitted the most advantageous proposal; and

WHEREAS, GCR is willing to provide the requested services under the terms and conditions of this Agreement;

NOW THEREFORE, in consideration of the mutual covenants contained in this Agreement, the parties hereby agree as follows:

I. SCOPE OF SERVICES

A. GCR shall provide grant writing and management services to meet all requirements for the U.S. Department of Housing and Urban Development's National Disaster Resilience Competition on behalf of the City. GCR shall provide all services required by the City's Request for Proposals and outlined in GCR's response thereto. The City's Request for Proposals, GCR's Technical Proposal response, and GCR's Price Proposal response thereto are attached to this Agreement as Exhibits A, B and C, respectively, and shall be considered part of this Agreement as if they were fully incorporated herein. GCR shall provide all services to the satisfaction of the City's Director of Disaster Recovery and Compliance (hereafter "Director"). Without limiting the generality of the foregoing, GCR shall adhere to the following:

1. GCR will be responsible for assisting and advising the City and preparing a Phase I application for the National Disaster Resilience Competition.

2. If the City is invited to participate in Phase II of the National Disaster Resilience Competition, GCR will be responsible for assisting and advising the City and preparing a Phase II application for the National Disaster Resilience Competition. If the City is not invited to participate in Phase II, GCR may be required to assist the City in preparing an Action Plan for the post Phase I CDBG-DR funding award.
 3. GCR may be required to attend Resiliency Academy classes provided by the Rockefeller Foundation.
 4. GCR may be required to participate in webinars offered by HUD and the Rockefeller Foundation, as requested by the City of Springfield.
 5. GCR will be required to participate in conference calls and meetings with City staff, regional partners and stakeholders as part of the application planning and preparation process.
 6. Assist the City in preparing Unmet Needs Assessments as required.
 7. Assist the City in carrying out required Citizen, Stakeholder and Public participation plans, as required.
 8. GCR will be responsible for staying abreast of all changes to the Notice of Funding Availability and the National Disaster Resilience Competition.
 9. GCR will be responsible for keeping up to date on current Project information and relaying information and strategies to the City.
 10. GCR shall ensure that the application(s) is thoroughly prepared in accordance with the NOFA and guidelines released and that the application(s) are submitted within mandated timeframes.
 11. GCR will be responsible for staying abreast of groundbreaking and innovating disaster preparedness and resiliency solutions that are being implemented and introduced across the country.
 12. GCR should be familiar with the City of Springfield, its' Disaster Recovery strategies, unmet needs, economic development and infrastructure goals and the overall political and urban landscape of the City.
- B. The GCR employees listed in Exhibit B (and employees under their supervision) shall provide the services required under this Agreement. GCR may substitute other employees in place of the employees listed in Exhibit B with the City's prior written consent.

II. TERM

- A. The term of this Agreement shall commence on the effective date of this Agreement and shall terminate one year thereafter.
- B. Any material changes to the terms of this Agreement, including the time for performance and/or fee for services must be contained in a written amendment signed by all authorized representatives of the parties listed on the signature page of this Agreement. Where no specific schedule for performance of the services is listed in the Agreement, the services will be scheduled by mutual agreement of the GCR and the City.

III. COMPENSATION AND PAYMENT

- A. It is expressly agreed and understood that in no event shall the liability of the City for the services provided by GCR under this Agreement exceed the maximum compensation of One Hundred Fifty Thousand Dollars (\$150,000.00).
- B. GCR shall be compensated at an hourly rate of \$120 per hour. As tasks are assigned to GCR by the City, GCR shall review the requirements of each task and calculate the estimated number of hours and associated costs for completion of the task. This estimate shall be submitted to the City for approval before the task shall begin. If changes to the cost and/or hours arise as the task is being performed by GCR, those changes shall also be submitted to the City for review and approval. The City shall not be responsible for compensating GCR for any unapproved tasks. Only the Director or their designee shall have authority to approve any tasks to be performed pursuant to this Agreement.
- C. Fees Include All Costs: All fees set forth in this Article shall include all costs incurred by GCR in furtherance of the Services, including commuting time, other travel costs (fuel, meals, lodging), copying, e-mail and phone and fax communications, attendance at all meetings, and cover all services, software and deliverables set forth in Exhibit A and Exhibit B.
- D. Invoices: GCR shall invoice the City monthly for services provided during that month. Invoices must be submitted within 30 days of the last day of the month when the services were performed. Payment will be made subsequent to approval by the Director and processing by the City Comptroller and City Treasurer. The City will process payment within 30 days of receipt of invoices. Invoices should be submitted to:

City of Springfield
Department of Disaster Recovery and Compliance
36 Court Street, Rm 405
Springfield, MA 01103

- E. The City shall not be liable for any services, expenses, or costs in connection with this Agreement in excess of the amount currently appropriated therefor. Appropriations for expenditures by the City and authorizations to spend for particular purposes are made on a fiscal-year basis. The fiscal year of the City is the twelve-month period beginning on July 1 and ending on June 30 of the following year. The obligations of the City under the Agreement for any fiscal year following the fiscal year in which it is executed are subject to the appropriation of funds sufficient to discharge the City's obligation which accrues in such fiscal year, and to the authorization to spend such funds for the purpose of the Agreement. In the absence of such appropriation or authorization, the Agreement shall terminate immediately without liability for damages, penalties or other charges arising from early termination.

IV. TERMINATION

- A. Either party may terminate this agreement for cause by giving the other party thirty days' written notice. The notice shall specify the alleged breach of the Agreement and inform the other party how such breach can be cured. The party alleged to have breached the Agreement shall have the opportunity to cure the specified breach within the thirty-day notice period.
- B. The City may terminate this Agreement for convenience on sixty days' notice to GCR. Upon termination for convenience, the City shall pay GCR for satisfactory services rendered up to the effective date of termination.

V. MISCELLANEOUS

- A. Assignment Prohibited: GCR shall not assign any of its rights or obligations under this Agreement without the prior written approval of the City, which the City may withhold in its sole discretion.
- B. Independent Contractor: GCR is an independent contractor as to the City. Nothing in this Agreement is to be interpreted as providing the City the right to exercise control over GCR which would diminish GCR's status as an independent contractor or to impose on the City any legal responsibility for the acts or omissions of GCR. Neither party is the partner, joint venturer, employee, employer, agent or representative of the other. Any taxes and other requirements of federal, state and local laws and regulations, including worker's compensation, to the extent required by law, shall be GCR's sole responsibility.
- C. Conflict of Interest: GCR covenants that it has no interest, nor shall it acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services hereunder. No member, officer or employee of the City, or its designees or agents, no member of the

governing body of the City, and no other public official of the City who exercises any functions or responsibilities with respect to the performance of this Agreement, during his or her tenure, shall have any interest, direct or indirect, in any contract, or proceeds thereof, for the work to be performed under this Agreement in violation of the provisions of Chapter 268A of the General Laws.

- D. Applicable Law and Exclusive Forum: The laws of the Commonwealth of Massachusetts shall govern the validity, interpretation, construction and performance of this Agreement. The sole and exclusive forum and venue for the resolution of any question of law or fact arising out of this Agreement shall be the Superior Court of Hampden County (except claims made for a value of less than \$25,000.00, which may be brought in the Springfield District Court), or the United States District Court for the Western District of Massachusetts, all sitting in Springfield, Massachusetts.
- E. Notice: Any notice required or permitted to be given under this Agreement shall be mailed via certified mail (return receipt requested) or hand-delivered to the other party at the following addresses of record. Notice shall be deemed given when received by the addressee.

The City: Tina Quagliato
Director of Disaster Recovery and Compliance
36 Court Street, Rm 405
Springfield, MA 01103

With a copy to: Edward Pikula
City Solicitor
36 Court Street, Rm 210
Springfield, MA 01103

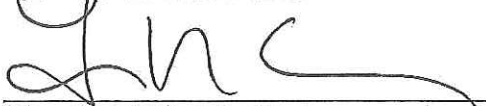
GCR: Todd Bouillion
Vice President
GCR Inc.
2021 Lakeshore Drive, Ste 500
New Orleans, LA 70122

- F. Equal Opportunity Employment: In the performance of this Agreement, GCR shall not discriminate against any person because of race, color, religion, sex, sexual orientation, disability, family status or national origin. GCR shall ensure that all persons to whom services are provided under the Agreement are treated without regard to their race, color, religion, sex, sexual orientation, disability, family status or national origin. In the event of GCR's non-compliance with this section, this Agreement may be canceled, terminated or suspended in whole or in part, and GCR may be declared ineligible for further City contracts.

G. Entire Agreement: The terms and conditions of this Agreement constitute the full and entire Agreement between the parties affecting the rights and obligations herein. No oral cancellation, amendments or modifications of this Agreement shall have any force or effect. Any amendment to this Agreement must be in writing and signed by the authorized representatives of the parties listed on the signature page of this Agreement, or their lawful successors in office.

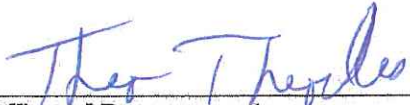
In witness whereof, the City of Springfield and GCR Inc. have executed this Agreement on the last date written below.

CITY OF SPRINGFIELD



Director of Disaster Recovery and Compliance

Date signed: 3/15/15



Office of Procurement

Date signed: 3/11/15

Approved as to form:



City Solicitor or designee


Date signed: _____

MM #26401807-530105-64014 \$150,000.00
Approved as to appropriation:


Office of the City Comptroller

Date signed: 3/18/15

Approved:



Domenic J. Sarno, Mayor

Date signed: 3/24/15

GCR INC.

Signature: Todd Bouillion

Printed name: Todd Bouillion

Title: Vice President

Date signed: 3-9-15

UNANIMOUS WRITTEN CONSENT

OF THE

BOARD OF DIRECTORS

OF

GCR INC.

The undersigned, being each of the members of the Board of Directors (the "Board") of GCR Inc., a Louisiana corporation (the "Company"), do hereby consent to the adoption of the following resolutions by written consent and direct that this consent be placed in the minutes of the Company:

RESOLVED, that Michael W. Flores, in his capacity as Chief Operating Officer; Gregory C. Rigamer, in his capacity as Founder and Director; Angele Romig, in her capacity as Vice President; Phillip Brodt, in his capacity as Vice President; Todd Bouillion in his capacity as Vice President; Mona Nosari in her capacity as Associate Vice President; and Tim Walsh in his capacity as Associate Vice President have the authority to execute for and on behalf of the Company all contracts or contract proposals, except for those contracts or contract proposals with a value exceeding Five Hundred Thousand (\$500,000) dollars in revenue; and be it further

RESOLVED, that this consent may be executed in one or more counterpart copies which, when signed by all of the members of the Board, shall be effective and taken together shall be one and the same instrument.

[Signature Page to Follow]

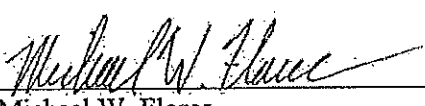
IN WITNESS WHEREOF, the undersigned, being each of the members of the Board of Directors of the Company, have hereunto set their hand as of the 6th day of May, 2014.



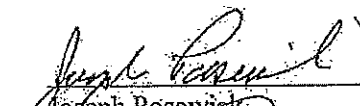
James G. Andersen



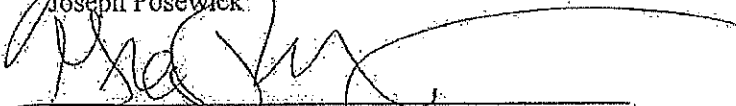
Paul Caliento



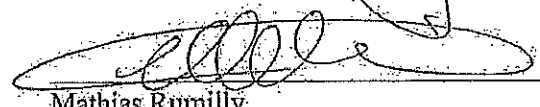
Michael W. Flores



Joseph Posewick



Gregory C. Rigamer



Mathias Rumilly

EXHIBIT A: CITY OF SPRINGFIELD REQUEST FOR PROPOSAL NO. 15-130

(See Attached)

CITY OF SPRINGFIELD, MASSACHUSETTS
OFFICE OF PROCUREMENT
36 COURT STREET, ROOM 307, SPRINGFIELD, MA 01103

REQUEST FOR PROPOSALS

RFP (Bid) Number 15-130

Will be received at the Office of Procurement until 2:00 P.M. December 15, 2013 and will be logged in at that time. Proposals received after the due date and time will be returned unopened.

All packages must be marked with Proposer's business name, the above RFP number and the due date.

By: Lauren Stabilo, Chief Procurement Officer

This Request for Proposal is for: Consultant Services: National Disaster Resilience Competition (NDRC). (Per the attached specifications)

As requested by: Springfield Department of Disaster Recovery & Compliance

THIS FORM MUST BE COMPLETED, SIGNED, AND RETURNED WITH BID.

This Proposal is submitted by: _____
(Company Name)

(Company Address)

I acknowledge receipt of addenda numbered: _____

signed by: _____
(Printed or Typed Name and Title)

_____/_____/_____, 2014
(Signature and Date)

Telephone Number: _____

Fax: _____

Email Address: _____

**ADVERTISEMENT
CITY OF SPRINGFIELD, MASSACHUSETTS
OFFICE OF PROCUREMENT**

Request for Proposals for: Consultant Services for National Disaster Resilience Competition (NDRC) - Per Bid 15-130

will be received until 2:00 PM EST: December 15, 2014 by:
The Office of Procurement
Lauren Stabilo, Chief Procurement Officer
36 Court Street, Room 307, Springfield MA 01103
Phone (413) 787-6285 FAX 787-6295

At which time the bids will be privately opened and read. Bid documents and specifications will be available at no charge beginning November 24, 2014 at 9:00 AM at the Office of Procurement.

On June 14, 2014 President Obama announced the nearly \$1 billion National Disaster Resilience Competition. The competition is making available \$820 million to states and local governments that experienced a presidentially declared major disaster in 2011, 2012 and 2013. The City of Springfield is among 67 potential eligible applicants, is one of only seventeen eligible local government applicants and is the only local government in New England that is eligible to apply.

The City of Springfield is seeking proposals from qualified individuals, firms, entities and/or joint ventures (hereafter "Consultants") to provide consulting services to assist the City with preparing and submitting an NDRC Phase I application, and if the City is invited to participate in Phase II, the Consultant would assist and prepare the Phase II application. The City is seeking a contract term of one year, with a thirty day termination notice.

In order to provide prompt answers to questions, the Chief Procurement Officer requests that all proposers submit written questions seven (7) days prior to the RFP response deadline. Accordingly, questions must be received at the City of Springfield, Office of Procurement not later than **December 5, 2014**. Questions may be faxed 413-787-6295 or emailed (lstabilo@springfieldcityhall.com). The Procurement Office will compile written answers which will be mailed back to all Proposers who requested a copy of the RFP, no later than **December 9, 2014**.

Note: to newspaper: Insert the above advertisement in the Springfield Union-News ONLY under the heading "Legal Notice" on the following date: **November 24, 2014**

Phone: 787-6284

REFERENCE: 4137836285 per bid number 15-130



City of Springfield

Request for Proposals for National Disaster Resilience Competition (NDRC) Consultant

RFP (Bid No.) 15-130

November 2014

Introduction

On June 14, 2014 President Obama announced the nearly \$1 billion National Disaster Resilience Competition. The competition is making available \$820 million to states and local governments that experienced a presidentially declared major disaster in 2011, 2012 and 2013. The City of Springfield is among 67 potential eligible applicants, is one of only seventeen eligible local government applicants and is the only local government in New England that is eligible to apply.

The City of Springfield is seeking proposals from qualified individuals, firms, entities and/or joint ventures (hereafter "Consultants") to provide consulting services to assist the City with preparing and submitting an NDRRC Phase I application, and if the City is invited to participate in Phase II, the Consultant would assist and prepare the Phase II application.

Scope of Services

The City of Springfield is seeking proposals from qualified individuals, firms, entities and/or joint ventures (hereafter "Consultants") to provide consulting services to assist the City with preparing and submitting an NDRRC Phase I application, and if the City is invited to apply for Phase II, the Consultant would also assist and prepare the Phase II application in collaboration with the City.

The City is seeking a contract term of one year, with a thirty day termination notice. Bid is for one year starting January 1, 2015 – December 31, 2015 with the option to renew for one (1) additional one (1) year term.

The successful proposer will have a Highly Advantageous combination of the following experience:

1. Providing consulting services to municipalities, state and/or government agencies that have received U.S. Housing and Urban Development (HUD) Community Development Block Grant – Disaster Recovery funds (CDBG-DR). This should include, but not be limited to, familiarity with the preparation of CDBG-DR Action Plans, Citizen Participation Plans, Unmet Needs Assessments and Action Plan amendments.
2. Superior knowledge of HUD CDBG Regulations, CDBG National Objectives, CDBG and CDBG-DR eligibility requirements.
3. Knowledge and familiarity with science based, ground-breaking and innovative disaster preparedness, and resiliency solutions. Knowledge and familiarity with large scale disaster recovery and resiliency activities and programs employed by other governmental organizations throughout the United States.
4. Knowledge and familiarity with the previous Rebuild by Design competition funded by HUD and the Rockefeller Foundation. Proposer's who have assisted and consulted on a successful Rebuild by Design application will receive a Highly Advantageous scoring in this category.
5. Familiarity with the City of Springfield, its' Disaster Recovery strategies, unmet needs, economic development and infrastructure goals and the overall political and urban landscape of the City.

The Consultant shall be responsible for and provide the following relocation services and/or tasks:

1. Consultant will be responsible for assisting and advising the City and preparing a Phase I application for the National Disaster Resilience Competition.
2. If the City is invited to participate in Phase II of the National Disaster Resilience Competition. The Consultant will be responsible for assisting and advising the City and preparing a Phase II application for the National Disaster Resilience Competition. If the City is not invited to participate in Phase II, the consultant may be required to assist the City in preparing an Action Plan for the post Phase I CDBG-DR funding award.
3. Consultant may be required to attend Resiliency Academy classes provided by the Rockefeller Foundation.
4. Consultant may be required to participate in webinars offered by HUD and the Rockefeller Foundation, as requested by the City of Springfield.
5. Consultant will be required to participate in conference calls and meetings with City staff, regional partners and stakeholders as part of the application planning and preparation process.
6. Assist the City in preparing Unmet Needs Assessments as required.
7. Assist the City in carrying out required Citizen, Stakeholder and Public participation plans, as required.
8. Consultant will be responsible for staying abreast of all changes to the Notice of Funding Availability and the National Disaster Resilience Competition.
9. The Consultant will be responsible for keeping up to date on current Project information and relaying information and strategies to the City.
10. The consultant shall ensure that the application(s) is thoroughly prepared in accordance with the NOFA and guidelines released and that the application(s) are submitted within mandated timeframes.
11. Consultant will be responsible for staying abreast of groundbreaking and innovating disaster preparedness and resiliency solutions that are being implemented and introduced across the country.
12. Consultant should be familiar with the City of Springfield, its' Disaster Recovery strategies, unmet needs, economic development and infrastructure goals and the overall political and urban landscape of the City.

Submission Requirements

Separate, sealed written and price and non-price proposals are due no later than **December 15, 2014 by 2:00 p.m.** Any proposals received after this time and date will not be considered and will be returned unopened to the proposer. The submission must be identified with the caption "Consultant: National Disaster Resilience Competition – Per Bid No. 15-130"

**Lauren Stabilo, Chief Procurement Officer
Office of Procurement
36 Court Street, Room 307
Springfield, MA 01103**

**A complete submission must be received by the Office of Procurement
By: Monday, December 15, 2014 by 2:00 p.m.**

The Chief Procurement Officer reserves the right to waive any informality in the proposal, to reject any or all proposals or to accept any proposal which it deems to be in the best interest of the City.

A pre-proposal meeting **will not** be held for this project.

Candidates are asked to mail or hand-deliver one (1) unbound original and four (4) bound copies of both the non-price (technical) and price (cost) proposals. All proposals to be considered must be prepared in accordance with the requirements as specified in this Request for Proposals (herein "NDRC Consultant") dated November 2014.

Inquiries

All inquiries from prospective Consultants, whether from individuals, firms or joint ventures must be submitted in writing to Chief Procurement Officer, Lauren Stabilo at the Office of Procurement via email at lstabilo@springfieldcityhall.com. or Fax (413) 787-6295 by 4:00 p.m. on Friday, December 5, 2014.

Submission Requirements for Non-Price (Technical) Proposal

The Consultant's RFP submission shall include a letter of transmittal, signed by an individual(s) authorized to bind the prospective Consultant contractually. The letter must state the RFP submission will remain valid for ninety (90) days from its submission date and thereafter until the prospective Consultant withdraws it, until a contract is executed or until the procurement is terminated by the City, whichever comes first.

All information pertaining to the prospective Consultant's approach to meeting the requirements of the RFP response shall be organized and presented in the prospective Consultant's submission. The instructions contained in this RFP must be strictly followed. Accuracy and completeness are essential. Omissions and ambiguous or equivocal statements will be viewed unfavorably and will be considered in the evaluation.

All response requirements must be submitted for each party comprising the prospective Consultant's organization, firm, or joint venture as well as any sub-consultants and sub-contractors.

The Chief Procurement Officer may reject any and all submissions that do not meet the requirements set forth.

Technical (Non-Price) Submission Contents

The Consultant's Technical Proposal submission shall contain the following information in the sequence presented and under a separate heading:

1. Describe the prospective Consultant's general understanding of the scope of services and the key issues associated with performing the required relocation advisory services and the specific disciplines involved. In addition, include statements covering the prospective Consultant's familiarity with municipally required relocation advisory services and describe any unusual conditions or problems the prospective Consultant believes may be encountered.
2. Provide a detailed how the prospective Consultant plans to carry out the services requested within this RFP.
3. Include summary résumés of key personnel proposed to staff this project and descriptions of comparable projects performed by the personnel to be assigned to this work. For each such key employee, indicate whether such employee is to be assigned on a full-time or part-time basis. If an employee is to be assigned part-time, indicate the percentage of his or her time that will be devoted to this project.
4. Provide the names, addresses and telephone numbers of clients for whom the prospective Consultant has performed work similar to that proposed and who may be contacted as references. Preferably, references should include municipalities or governmental agencies similar to the City and should include the recent similar projects previously mentioned. *Must provide a minimum of three references.*
5. Include a project organization chart and a staffing scheduling chart indicating present and future staffing commitments for the prospective Consultant. The staffing scheduling chart should show current projects as well as future planned projects and how this work will be staffed.
6. Should include a detailed description of all related projects, experience and ability that will demonstrate compliance with the experience and expertise the City is requesting.

Submission Requirements for Price Proposal

The Consultant must submit a separate price proposal for the work described in *Part II: Requested NCRD Consulting Services*, which is to be submitted under separate and sealed envelope. Exterior of envelope should be clearly marked "Bid # 15-130 - PRICE PROPOSAL". The Price Proposal Submission will remain sealed until completion of the evaluation of the Non-Price (technical) Proposals.

The Price Proposal must provide an hourly rate for consulting services and any other applicable charges that will apply.

Conflict of Interest

Each prospective Consultant is advised that their performance of work for the City may, at any time, raise questions about real or perceived conflicts of interest because of its relationship to other entities or individuals, including but not limited to, private and/or public owners of properties that abut or may be affected by the Project and/or other state-created entities with potentially conflicting interests or concerns.

Accordingly, the City reserves the right to:

1. Disqualify any prospective Consultant or reject any proposal at any time solely on the grounds that a real or perceived legal or policy conflict of interest is presented;
2. Require any prospective Consultant to take any action or supply any information necessary to remove the conflict, including but not limited to obtaining an opinion from the Massachusetts State Ethics Commission; or
3. Terminate any contract arising out of this solicitation if, in the opinion of the City any such relationship would constitute or have the potential to create a real perceived conflict of interest that cannot be resolved to the satisfaction of the City.

In addition, representatives, employees, sub-consultants and/or sub-contractors of the successful Consultant will be required to agree to certify from time to time, in a form approved by the City, that in connection with work under this RFP, they are in full compliance with the provisions of MGL, Chapter 286A and any other applicable conflict of interest laws. The prospective Consultant agrees to disclose in writing any facts the City may need in order to resolve questions about potential conflicts of interests occurring during the period of solicitation or performance hereunder and upon request of the City supply a full and complete list of its relationships to other entities and individuals. In such event, the prospective Consultant shall consult with the Commonwealth of Massachusetts's authorized representative to learn what action must be taken to resolve such conflicts and to comply with all applicable laws.

Each of the prospective Consultants shall submit to the City all such potential conflicts or a written certification this it has none.

Evaluation of Proposals

All proposals shall be evaluated in conformity with the requirements of Massachusetts General Laws, Chapter 30B and federal procurement regulations. A Selection Advisory Committee, comprised of representatives from the Department of Disaster Recovery & Compliance, Office of Planning & Economic Development, Office of Housing, Office of Community Development, the Department of Public Works, Office of Management and Budget and Emergency Preparedness will evaluate the proposals received. The Selection Committee will use both Minimum Evaluation Criteria and Comparative Evaluation Criteria to evaluate proposals.

The Minimum Evaluation Criteria will establish the basic eligibility of the proposal for further review. Acceptable proposals then will be evaluated in accordance with the Comparative Evaluation Criteria provided below. The City intends to select the highly advantageous proposal, from a responsive and responsible proposer, taking into consideration all evaluation criteria and price.

Minimum Evaluation Criteria

Submissions must meet the following minimum criteria in order to be considered:

1. The Consultant must have a minimum of three (3) years of experience providing CDBG/CDBG-DR consulting services to governmental organizations that are comparable to the City of Springfield.
2. The Consultant must have a minimum of one (1) large scale, innovative disaster preparedness/recovery application and/or project that it has consulted on and/or had direct participation in, including planning, design and/or implementation.

Comparative Evaluation Criteria

The following ratings will be used to measure the relative merits of each proposal that met the above delineated Minimum Evaluation Criteria, against each of the criteria listed below. The criteria are those qualifications that are valuable to the City and for which the City may agree to pay more.

Highly Advantageous: The proposal fully meets and significantly exceeds the standards of the specific criterion.

Advantageous: The proposal fully meets the evaluation standard of the specific criterion.

Not Advantageous: The proposal does not fully meet the evaluation standard of the specific criterion, is incomplete, unclear, or both.

Unacceptable: Proposal is non-responsive to criterion.

1. Providing CDBG-DR Consulting Services to Governmental Agencies

- HA The Proposer has demonstrated more than seven years (7) years of experience providing CDBG-DR consulting services to comparable government(al) organization(s).
- A The Proposer has demonstrated between three (3) years and seven (7) years of experience providing CDBG-DR consulting services to comparable government(al) organization(s).
- NA Proposer has not demonstrated at least three (3) years of experience providing CDBG-DR consulting services to comparable government organization(s).
- U Non-responsive.

2. Knowledge of HUD CDBG Regulations

- HA The Proposer has demonstrated a superior understanding of HUD CDBG Regulations, National Objectives and CDBG/CDBG-DR Eligibility Requirements.
- A The Proposer has demonstrated an adequate understanding of HUD CDBG Regulations, National Objectives and CDBG/CDBG-DR Eligibility Requirements.
- NA The Proposer has not demonstrated an adequate understanding or familiarity of HUD CDBG Regulations, National Objectives and/or CDBG/CDBG-DR Eligibility Requirements.
- U Non-responsive.

3. Knowledge of Innovative and Groundbreaking Disaster Recovery and Resiliency Solutions and Strategies

- HA The Proposer has demonstrated great familiarity and a widespread breadth of knowledge of science based, innovative and groundbreaking disaster recovery and resiliency solutions and strategies. This is supported by successful experience with planning and/or implementation of multiple recovery and resiliency projects and programs.
- A The Proposer has demonstrated an adequate familiarity and knowledge of science based, innovative and groundbreaking disaster recovery and resilience solutions and strategies. Proposer has minimal experience with actual planning and/or implementation of projects.
- NA The Proposer has not demonstrated adequate familiarity and knowledge of science based, innovating and groundbreaking disaster recovery and resiliency solutions and strategies. Proposal has not demonstrated adequate experience with planning and/or implementation of projects.
- U Non-responsive.

4. Knowledge and Experience with the Rebuild by Design Competition

- HA The Proposer has demonstrated knowledge and experience with the previous Rebuild by Design competition funded by HUD and the Rockefeller Foundation. Proposer has assisted and consulted on a successful Rebuild by Design application.
- A Proposer has demonstrated knowledge and experience with the previous Rebuild by Design competition funded by HUD and Rockefeller Foundation, but the proposer has not demonstrated participation in the program as a consultant and/or was not part of a successful applicant team.
- NA Proposer has not demonstrated adequate knowledge or experience with the previous Rebuild by Design competition funded by HUD and the Rockefeller Foundation.
- U Non-responsive.

5. Familiarity with the City of Springfield

- HA The Proposer has demonstrated superior familiarity and understanding of the City of Springfield, its' disaster recovery strategies, unmet needs, economic development and infrastructure goals and the overall political and urban landscape of the City.
- A Proposer has demonstrated adequate knowledge of the City of Springfield, its' disaster recovery strategies, unmet needs, economic development and infrastructure goals and the overall political and urban landscape of the City
- NA Proposer has been unable to demonstrate adequate knowledge of the City of Springfield, its' disaster recovery strategies, unmet needs, economic development and infrastructure goals and the overall political and urban landscape of the City
- U Non-responsive.

Office of Procurement

Invitation and Instructions to Bidders

Proposals shall be typewritten or written in ink on the enclosed forms. Officials of Corporations shall designate their official titles. Partners or Sole Owners shall so state, giving names of all interested Parties. Bid must be submitted in a sealed container and shall be guaranteed for ninety (90) days. Bidder shall not base Proposals on verbal information from any employee of the City; The City reserves the right to reject any or all bids.

Request for Proposal: National Disaster Resilience Competition Consultant

Bid No. 15-130

Opening Date: December 15, 2014 at 2:00 PM

PROCUREMENT'S Submission Requirement Checklist

Bids must be received on or before the due date and **must include the following, signed, & notarized as required. Failure to submit the following may be cause for immediate rejection:**

- _____ (1) Request for Proposal Form (Cover Page) Completed & Signed
- _____ (2) Non-Collusion Statement
- _____ (3) Tax Certification Affidavit Signed & Notarized
- _____ (4) Affirmative Action Plan Completed
- _____ (5) One (1) Unbound Original and Four (4) Bound copies of the Technical Proposal (Marked Accordingly)
- _____ (6) One (1) Unbound Original and Four (4) copies of Price Proposal (Price Proposal must be sealed separately from Technical Proposals)
- _____ (7) Receipt of all addenda if issued
- _____ (8) Completed W-9 Form
- _____ (9) All responses as required by the bid documents

Questions regarding the bid must be directed in writing to the Chief Procurement Officer no later than seven working days before the day on which the bids are due. All communications should include reference to the bid number and opening date. E-Mail and Facsimile communications are acceptable.

COST (PRICE) PROPOSAL SHEET:

PRICE (OR COST) INFORMATION MUST BE SUBMITTED SIGNED AND SEALED SEPARATELY FROM THE TECHNICAL PROPOSAL. THE ENVELOPE CONTAINING THE COST PROPOSAL MUST BE MARKED "RFP: PRICE PROPOSAL – BID NO. 15-130" AND THE PROPOSER'S NAME.

(Name of Proposer Firm)

Bid is for One year starting January 1, 2015 – December 31, 2015 with the option to renew for one (1) additional one (1) year term.

Consulting Services \$ _____/Hourly Rate

Please list all additional charges that may apply as a "cost breakdown" sheet on your company's letterhead.

This Cost sheet is to be signed below by a representative of the Proposer Firm who is authorized by the Chief Executive Officer of that firm to sign:

by: _____
(Signature)

name and title typed or printed: _____

COLLUSION OR FRAUD STATEMENT

THE UNDERSIGNED CERTIFIES UNDER PENALTIES OF PERJURY THAT THIS BID IS IN ALL RESPECTS BONA FIDE, FAIR AND MADE WITHOUT COLLUSION OR FRAUD WITH ANY OTHER PERSON. AS USED IN THIS SECTION THE WORD "PERSON" SHALL MEAN ANY NATURAL PERSON, JOINT VENTURE, PARTNERSHIP, CORPORATION OR OTHER BUSINESS OR LEGAL ENTITY.

(NAME OF PERSON SIGNING BID)

(SIGNATURE)

(COMPANY)

TO BE INCLUDED IN ALL SPECIFICATIONS

COMPLIANCE WITH FEDERAL, COMMONWEALTH OF MASSACHUSETTS, AND CITY OF SPRINGFIELD TAX LAWS.

A. COMPLIANCE WITH TAX LAWS

The contractor must be in compliance at the time it submits its bid and afterwards if selected as the contractor, with all Federal, Commonwealth of Massachusetts and City of Springfield tax laws, the contractor will be disqualified from the bidding procedure.

B. TAX CERTIFICATION AFFIDAVIT.

The contractor must complete and return the Tax Certification Affidavit with the contractor's bid/proposal. Failure to complete and return the Tax Certification Affidavit will disqualify the contractor from the bidding procedure.

C. VERIFICATION OF COMPLIANCE WITH FEDERAL AND MASSACHUSETTS TAX LAWS.

If the City of Springfield discovers that the contractor is not in compliance with Federal or Massachusetts tax laws, the contractor shall be excluded from the bidding procedure.

D. COMPLIANCE WITH THE CITY OF SPRINGFIELD TAXES.

If the City of Springfield discovers that the contractor owes the City of Springfield any assessments, excise, property or other taxes, including any penalties and interest thereon, the contractor shall be excluded from the bidding procedure.

The contractor at all times during the term of an awarded contract shall observe and abide by all Federal, Commonwealth of Massachusetts and City of Springfield tax laws and remain in compliance with such laws, all as amended.

TAX CERTIFICATION AFFIDAVIT FOR CONTRACTS

Individual Social Security Number _____ State Identification Number _____ Federal Identification Number _____

Company: _____

P.O. Box (if any): _____ Street Address Only: _____

City/State/Zip Code: _____ E-mail: _____

Telephone Number: _____ Fax Number: _____

List address(es) of all other property owned by company in Springfield: _____
Please Identify if the bidder/proposer is a:
Corporation _____

Individual _____ Name of Individual: _____

Partnership _____ Names of all Partners: _____

Limited Liability Company _____ Names of all Managers: _____

Limited Liability Partnership _____ Names of Partners: _____

Limited Partnership _____ Names of all General Partners: _____

You must complete the following certifications and have the signature(s) notarized on the lines below. Any certification that does not apply to you, write N/A in the blanks provided.

FEDERAL TAX CERTIFICATION

I, _____ certify under the pains and penalties of perjury that _____, to my best knowledge and
(authorized agent) (Bidder/Proposer)
belief, has/have complied with all United States Federal taxes required by law.

Bidder/Proposer/Contracting Entity Authorized Person's Signature Date: _____

CITY OF SPRINGFIELD TAX CERTIFICATION

I, _____ certify under the pains and penalties of perjury that _____, to my best knowledge and
(authorized agent) (Bidder/Proposer)
belief, has/have complied with all City of Springfield taxes required by law (has/have entered into a Payment Agreement with the City).

Bidder/Proposer/Contracting Entity Authorized Person's Signature Date: _____

COMMONWEALTH OF MASSACHUSETTS TAX CERTIFICATION

Pursuant to M.G.L. c. 62C §49A, I, _____ certify under the pains and penalties of perjury that _____,
(authorized agent) (Bidder/Proposer)
to my best knowledge and belief, has/have complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and
withholding and remitting child support.

Bidder/Proposer/Contracting Entity Authorized Person's Signature Date: _____

Notary Public

STATE OF _____, 2014

County of _____, ss.

Then personally appeared before me [name] _____, [title] _____ of [company
name] _____, being duly sworn, and made oath that he/she has read the foregoing document, and knows the
contents thereof; and that the facts stated therein are true of his/her own knowledge, and stated the foregoing to be his/her free act and deed and the free act
and deed of [company name] _____.

Notary Public

My commission expires: _____

**YOU MUST FILL THIS FORM OUT COMPLETELY AND, SIGNATURES MUST BE NOTARIZED ON THIS FORM
AND YOU MUST FILE THIS FORM WITH YOUR BID/CONTRACT.**

**AFFIRMATIVE ACTION PLAN
(GOODS AND SERVICES BID ONLY)**

NAME OF PROJECT _____ BID NO. _____

A.) What is the total number of employees that is currently employed by your company?

NUMBER OF EMPLOYEES										
OVERALL TOTALS (SUM OF COL.B THRU F) A	MALE					FEMALE				
	WHITE (NOT OF HISPANIC ORIGIN) B	BLACK (NOT OF HISPANIC ORIGIN) C	HISPANIC D	ASIAN OR PACIFIC ISLANDER E	AMERICAN INDIAN OR ALASKAN NATIVE F	WHITE (NOT OF HISPANIC ORIGIN) B	BLACK (NOT OF HISPANIC ORIGIN) C	HISPANIC D	ASIAN OR PACIFIC ISLANDER E	AMERICAN INDIAN OR ALASKAN NATIVE F

B.) What is your anticipated work force for this project/service? _____,
Number of Minorities _____ Number of Females _____.

C.) Is your company at least 51% owned and controlled by one of the following groups members? Please circle the appropriate categories.

MALE---FEMALE; Black, Hispanic, Asian, American Indian,
Alaskan Native, Cape Verdean, Caucasian.

AUTHORIZED SIGNATURE DATE

FIRM

ADDRESS

TELEPHONE NUMBER

**THIS FORM MUST BE SUBMITTED BY THE BIDDER WITH THE BID /PROPOSAL,
AND SIGNED BY THE BIDDING COMPANY IF THE REQUIRED INFORMATION IS
PROVIDED OR NOT.**

**Request for Taxpayer
Identification Number and Certification**

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

Print or type See Specific instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Other (see Instructions) ▶ _____	Exemptions (see Instructions): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number																	
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Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number																	
<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%; border: 1px solid black;"> </td> <td style="width:10%; border: 1px solid black;"> </td> <td style="width:10%; border: 1px solid black;"> </td> <td style="width:10%; border: 1px solid black;"> </td> <td style="width:10%; border: 1px solid black;"> </td> <td style="width:10%; border: 1px solid black;"> </td> <td style="width:10%; border: 1px solid black;"> </td> <td style="width:10%; border: 1px solid black;"> </td> </tr> </table>									<table style="width:100%; border-collapse: collapse;"> <tr> <td style="width:10%; border: 1px solid black;"> </td> <td style="width:10%; border: 1px solid black;"> </td> <td style="width:10%; border: 1px solid black;"> </td> <td style="width:10%; border: 1px solid black;"> </td> <td style="width:10%; border: 1px solid black;"> </td> <td style="width:10%; border: 1px solid black;"> </td> <td style="width:10%; border: 1px solid black;"> </td> <td style="width:10%; border: 1px solid black;"> </td> </tr> </table>								

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign Here	Signature of U.S. person ▶	Date ▶
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II Instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Disregarded entity. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(ii). Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. federal tax classification of the person whose name is entered on the "Name" line (individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation, as appropriate. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for U.S. federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required U.S. federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code and Exemption from FATCA reporting code* on page 3.

Exempt payee code. Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that are exempt from backup withholding:

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 8—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 684(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)
- B—The United States or any of its agencies or instrumentalities
- C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)
- F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN, if the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ³
5. Sole proprietorship or disregarded entity owned by an individual	The actual owner ¹
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The owner ³
7. Disregarded entity not owned by an individual	The grantor ⁴
8. A valid trust, estate, or pension trust	The owner
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	Legal entity ⁴
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The corporation
11. Partnership or multi-member LLC	The organization
12. A broker or registered nominee	The partnership
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The broker or nominee
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The public entity
	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4596, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-368-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4388).

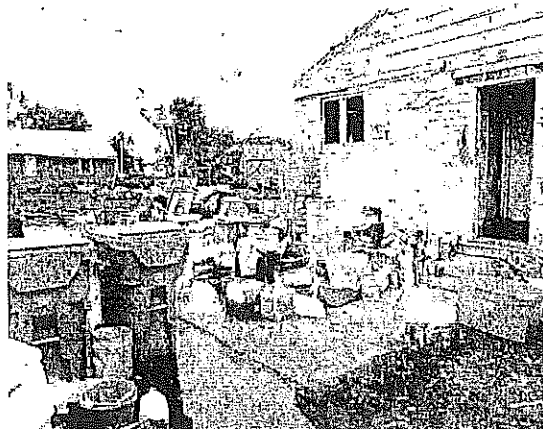
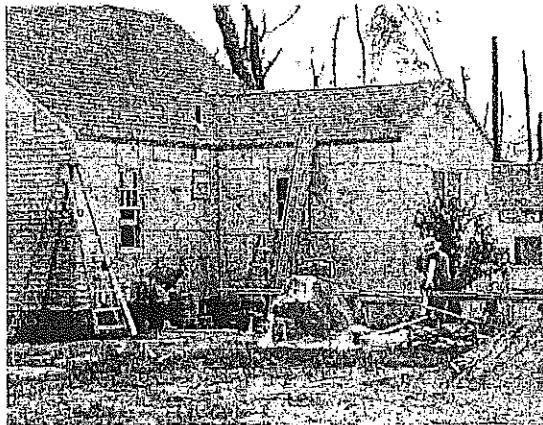
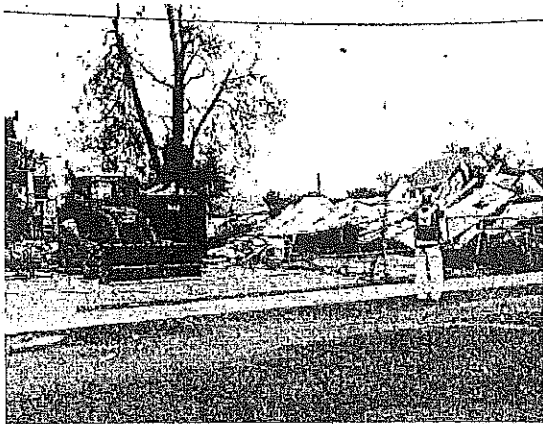
Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**EXHIBIT B: GCR INC.'S TECHNICAL PROPOSAL TO CITY OF SPRINGFIELD
REQUEST FOR PROPOSAL NO. 15-130**

(See Attached)

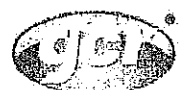


The City of Springfield, Massachusetts
National Disaster Resilience Competition Consultant

RFP (Bid No.) 15-130

December 15, 2014

TECHNICAL PROPOSAL





GCR Inc.

2021 Lakeshore Drive, Suite 500
New Orleans, Louisiana 70122

UNO Research & Technology Park
Advanced Technology Center

TEL 504 304 2500 / 800 259 6192
FAX 504 304 2525
www.GCRincorporated.com

December 12, 2014

Ms. Lauren Stabilo
Chief Procurement Officer
The City of Springfield
36 Court Street, Room 307
Springfield, MA 01103

RE: RFP #15-130 –National Disaster Resilience Competition
Consultant

Dear Ms. Stabilo:

GCR Inc. (GCR) is pleased to submit this proposal for National Disaster Resilience Competition Consultant for the City of Springfield, Massachusetts. GCR is a professional firm committed to the design and implementation of disaster recovery programs and solutions for public entities.

With our deep experience in disaster recovery project management, grant writing and management, community resiliency planning, and technology services, GCR is uniquely qualified to provide grant writing and management services to meet all requirements for the U.S. Department of Housing and Urban Development's National Disaster Resilience Competition on behalf of the City of Springfield.

I will serve as point of contact for the proposal and technical and contractual clarifications.

Todd Bouillion
Vice President/General Manager
GCR Inc.
2021 Lakeshore Drive, Suite 500
New Orleans, Louisiana 70122
(504) 304-2500 – Phone; (504) 304-2525 – Fax
tBouillion@gcrincorporated.com

This proposal will remain valid for ninety (90) days from submission date.



Ms. Lauren Stabilo
Page Two

Thank you for the opportunity to submit this proposal and we look forward to discussing this initiative in greater detail with you. If any additional information is required, please feel free to contact me at your convenience.

Sincerely,

A handwritten signature in cursive script that reads 'Todd Bouillion'.

Todd Bouillion
Vice President/General Manager

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1. Understanding of the Scope of Services

GCR is a New Orleans based firm with national experience in Disaster Recovery and CDBG-DR grant management. With six federally declared disasters between 2011 and 2012, we understand the challenges facing the City of Springfield. Our team's experience is rooted in Louisiana's disaster response and creating more resilient communities after Hurricanes Katrina, Rita, Gustav, Ike, Isaac, and the BP Oil Spill. GCR has proceeded to provide our expertise to other states and jurisdictions recovering from disaster. With our demonstrated experience and commitment to assisting communities with their recovery effort, we are well positioned to provide the required relocation advisory services to create a successful application to the National Disaster Resilience Competition.

GCR brings a wealth of knowledge and experience in providing CDBG-DR consulting services to Governmental Agencies. Our team has implemented disaster recovery programs for eight disasters in five states. We bring technical expertise in CDBG-DR policy, implementation and compliance, as well as subject matter expertise in housing, economic development, and infrastructure planning and program management.

Our team are recognized subject matter experts in CDBG and CDBG-DR regulations, national objectives and eligibility requirements. Currently, GCR's team of subject matter experts are providing program management services to the State of New York Governor's Office of Storm Recovery. In addition to providing daily technical assistance to the multiple programs within the Office's purview, GCR drafted the action plan amendment to outline the state's plan for its second allocation of CDBG-DR funding.

GCR brings science-based disaster recovery and resilience solutions to all of our clients. GCR worked closely with a team of scientists to develop the framework for how the State of New York would comply with the federal requirement to complete a comprehensive risk analysis with respect to planned infrastructure improvement projects. Incorporating data on climate change science, green building standards, public health and safety impacts, economic impacts, and environmental risks, the framework is being utilized across a number of projects being undertaken as part of New York's recovery efforts.

Our team provided technical assistance to the State of New York and other applicants for HUD and the Rockefeller Foundation's Rebuild by Design Competition. Our technical assistance covered all aspects of the competition including reviewing project descriptions, budgets, timelines, leveraging of funds, citizen participation, and implementation. We also served as the go-to expert on CDBG-DR compliance for the State and other applicants.

2. Services Requested

Our team offers the benefit of having been engaged on the NDRC since the initial White House announcement. As a result, we have developed a comprehensive Project Plan and associated list of action items, inclusive of both the high level and granular tasks and activities required to ensure the City of Springfield submits a winning application. In addition, we have extensive experience conducting the individual technical aspects required to meet the requirements of the NOFA. Our work on the competition up to this point will facilitate our ability to engage immediately with the City of Springfield, without the need for a ramp-up period.



Our team develops work plans, communications protocols, and schedules that are defined by deliverables. Deliverables will be identified by incremental work elements that are distinct and meaningful and will be tracked by percent complete and quantitatively, if applicable. Through meeting sessions, the City will be provided with direct knowledge of staff assignments and work plans. We will work with the City to establish agreeable timelines for deliverables, tasks and activities as well as metrics and milestones.

APPROACH TO THE PROJECT

Due to the accelerated schedule and the complexity of the activities required to develop a successful application, having a well-defined, properly managed approach is of paramount importance. The Scope of Work presented below is organized around the five rating factors associated with the applications for each phase of the competition, as detailed in the NOFA. We have included the high level tasks critical to accomplishing the objectives of the NDRC and meeting the requirement of the NOFA. While not presented below, we have identified a number of individual activities that comprise each of the overall tasks, and we have developed a Project Plan inclusive of all activities and associated timelines for completion. Recognizing that the City may have already completed some of the tasks outlined below, we stand ready to step into an ongoing process and provide support where needed.

In addition to the specific tasks associated with completing the scope of services outlined in the RFP, GCR will provide overall project management support to the City of Springfield. Working collaboratively with the City and its partners in this endeavor, our team will ensure that the City submits a professional, compelling, and compliant application to HUD.

1 PROJECT MANAGEMENT

- Open communications with City staff
- Regular progress reports
- Coordination of entities

2 ESTABLISH UNMET NEEDS

- Identify, compile, and analyze data
- Examine outcome of existing recovery program
- Identify needs of vulnerable populations
- Develop exhaustive unmet needs assessment

3 GRANT WRITING/ACTION PLAN DEVELOPMENT

- Prepare NDRC application (Phases 1 & 2)/CDBG-DR Action Plan
- CDBG-DR and NOFA regulatory compliance

4 COMMUNITY/STAKEHOLDER ENGAGEMENT

- Develop outreach plan
- Identify and engage key individuals and groups
- Conduct outreach efforts
- Fully document process and outcomes

5 TECHNICAL ASSISTANCE

- Research and knowledge transfer
- Attend HUD/Rockefeller Foundation Resilience Academies
- Participate in HUD/Rockefeller Foundation webinars

DISTRIBUTION OF TASKS

We offer the City of Springfield a diverse, comprehensive team of skilled individuals able to lead and/or support the tasks and activities required to produce a compelling application for CDBG-DR funding through the NDRC. Our team's integrated approach ensures that all personnel are best able to utilize their individual capabilities while working toward a common purpose and to achieve shared goals.

The table below provides a high level depiction of how our team's expertise will be applied to complete all activities defined in the scope of services, including ensuring that all aspects of the application are fully developed. While particular individuals will be assigned to lead and support the completion of specific activities, we will commit additional resources as needed to ensure that all facets of the NDRC are successfully completed in a timely manner.

Tasks & Activities	Robin Keegan	Trid Guillot	Nathan Cataline	Elizabeth Griffith	Tyler Antrup	Allison DeLong	Francina Henry	Adrienne Duncan	Matthew Erchall	Lauren Nichols	Cathleen Carney	Richard Pache	Zachary Silverman	Joseph Resford
Project Management	✓	✓												
Internal Capacity Building	✓	✓						✓	✓	✓	✓			
Establish Partnerships	✓	✓	✓				✓							
Regional Collaboration		✓		✓			✓							
Needs Assessment			✓		✓							✓	✓	
Risk Assessment			✓		✓							✓	✓	
Economic Analysis			✓		✓	✓						✓	✓	
Benefit-Cost Analysis			✓		✓	✓								
Outreach & Engagement		✓	✓	✓			✓				✓			
Project Concept Development	✓	✓	✓		✓	✓		✓	✓	✓				
Secure Commitments	✓	✓					✓							
Grant Writing		✓	✓	✓	✓	✓	✓	✓		✓	✓			
GIS Mapping												✓	✓	
Data Management														✓
Reporting		✓												✓
Regulatory Compliance	✓	✓						✓	✓	✓				