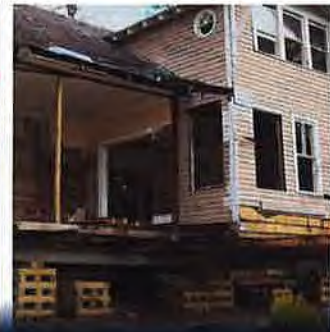


JANUARY 28, 2020

# Nebraska State HMA – HMP Update

Proposal for the State of Nebraska State Purchasing Bureau

**ORIGINAL** | RFP No. 6202 Z1



**Form A**  
**Bidder Proposal Point of Contact**  
**Request for Proposal Number 6202 Z1**

Form A should be completed and submitted with each response to this solicitation. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information	
Bidder Name:	Innovative Emergency Management, Inc.
Bidder Address:	2801 Slater Road, Suite 200, Morrisville, NC 27560-8477
Contact Person & Title:	Sheila Hascall, Manager of Mitigation Programs
E-mail Address:	sheila.hascall@iem.com
Telephone Number (Office):	518-703-1534
Telephone Number (Cellular):	518-703-1534
Fax Number:	919-237-7468

Each bidder should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	Innovative Emergency Management, Inc.
Bidder Address:	2801 Slater Road, Suite 200, Morrisville, NC 27560-8477
Contact Person & Title:	Kerry Cassidy, Contract Administrator/Assislant Facility Security Officer
E-mail Address:	Contracts@iem.com
Telephone Number (Office):	919-237-7535
Telephone Number (Cellular):	N/A
Fax Number:	919-237-7468

## REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

### CONTRACTOR MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Solicitation, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder maintains a drug free work place.

Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

\_\_\_\_ NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this Solicitation.

\_\_\_\_ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

\_\_\_\_ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.

### FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

FIRM:	Innovative Emergency Management, Inc.
COMPLETE ADDRESS:	2801 Slater Road, Suite 200, Morrisville, NC 27560-8477
TELEPHONE NUMBER:	919-237-7515
FAX NUMBER:	919-237-7468
DATE:	1/27/2020
SIGNATURE:	<i>Victoria Everhart</i>
TYPED NAME & TITLE OF SIGNER:	Victoria Everhart, Acting Manager, Business Development

# Hazard Mitigation Assistance (HMA) and Hazard Mitigation Plan (HMP) Update

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A Proposal for the State of Nebraska Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB)

Technical Proposal

RFP #: RFP 6202 Z1

January 28, 2020

Submitted by:



P.O. Box 110265

Research Triangle Park, NC 27709

(919) 990-8191 or (800) 977-8191

[www.iem.com](http://www.iem.com)







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## 1.0 CORPORATE OVERVIEW [RFP VI.A.1]

Founded in 1985, IEM is a global consulting firm recognized as the largest woman-owned homeland security and emergency management company in the United States. IEM helps communities, agencies, and governments to prepare for, respond to, recover from, and **mitigate** the effects of disasters. We have supported **preparedness, resilience, and disaster recovery** efforts in all 50 states and three U.S. territories, for agencies such as the Federal Emergency Management Agency (FEMA), the Department of Homeland Security (DHS), and the Department of Housing and Urban Development (HUD). IEM managed state recovery programs following Hurricanes Katrina and Sandy, including those for Louisiana, Mississippi, New York, and New Jersey.

IEM works with government agencies, private-sector clients, and not-for-profit organizations worldwide to improve security and resilience and help communities recover quickly from disasters and become more **resilient**. It can do so efficiently from a network of offices located in North Carolina, Louisiana, Florida, Texas, Utah, New York, Puerto Rico, Washington, D.C., New Jersey, Maryland, Colorado, and Kentucky. IEM currently employs over **500** employees, all of whom are seasoned **experts** in the field of disaster response and recovery field. In addition to our full-time staff, we have a **cadre** over **200** consultants to provide project support.

IEM is uniquely suited to support the State of Nebraska in the development of the State's FEMA-approved Hazard Mitigation **Plan** and **annual maintenance**. The uniqueness of our offering lies not in having done the greatest number of mitigation plans of any contractor, but in **having the right recent and practical planning experience** to bring Nebraska's mitigation planning to the next level and lead the nation.

Our goal is to provide our clients the **highest quality** of deliverables that they could ever expect. With that in mind our team reached out to our friends at Olsson located in Lincoln Nebraska. Knowing their work ethic and history with successful Mitigation projects, resiliency initiatives and being the firm to pioneer Nebraska's transition of one of its largest Water districts into a Multi-jurisdictional Multi-Hazard Mitigation plans. Olsson's Carrie Romero lead the local plan integration of 293 municipalities into one Multijurisdictional plan reducing time, duplication of effort and cost to the state and the communities. Our team members are no strangers to each other. We have a work history as far back as developing and completing the Beal Slough Flood Reduction project together.



Founded in 1956 Olsson is a nationally recognized, employee-owned engineering and design firm with a rich history of success. They have a proven track record that they are here to improve communities by making them more sustainable, better connected and more efficient. Olsson has more than 1,000 employees and was ranked in the **top 100** design firms in Engineering News – Record's national list. Olsson Inc. employees will show you that they are **purpose driven, passionate, value collaboration and personal accountability**. Their goal is to leave the world better than they found it.

### The IEM-Olsson Team Advantage for Nebraska

- ✓ Quality of Performance and Experience
  - ✓ Bold skillset with proof of on-time on-budget deliverables
- ✓ Character and Integrity
- ✓ Positive Reputation
- ✓ State Mitigation Plan Experience
- ✓ State HMA Program and Project Management Experience
- ✓ Planning and Technical staff exceeding 1,500 members proving excellent capacity
- ✓ Local office for efficient support
- ✓ DAFN Planning and population analysis
- ✓ THIRA Experience

### BRINGING MITIGATION THOUGHT LEADERSHIP TO THE TABLE

Bryan Koon, Vice President of International Homeland Security and Emergency Management at IEM and proposed Project Executive for this project, was just appointed Chairman of the Multi-hazard Mitigation Council (MMC) after previously serving as Vice Chair. The MMC works to identify and implement effective mitigation practices to reduce the costs and losses that natural and manmade disasters place on society and the building community. The goals of





With IEM, I know that they have always got my back and the backs of our citizens.

~ Rick Lord  
NHSES Mitigation  
Division Chief/State  
Historic Preservation

the MMC are to promote disaster resilience, become a focal point of credible information, and promote whole building strategies.

### HMA PROJECT AND PROGRAM IMPLEMENTATION EXPERIENCE & MITIGATION PLANNING EXPERIENCE

Sheila Hascall, former State Hazard Mitigation Officer (SHMO) for Nebraska, led the all contractor Hazard Mitigation Grant Program (HMGP) and Mitigation Planning support to New York State since Superstorm Sandy. Her team updated the state's mitigation plan and gained FEMA-approval in 2014. Additionally, they developed the 2019 web-based NY State Mitigation plan with a large measure of the focus from an Enhanced plan targeted to demonstrating state capability for mitigation, this combination of work is a unique source of knowledge for Nebraska.

### A PROVEN PROJECT MANAGEMENT APPROACH

Our Task Management Process (TMP), practiced and refined for nearly 35 years of emergency management consulting, has been a primary reason for our success providing deliverables on time and on budget in hundreds of projects—ranging in scope from small projects to multi-year, multi-million-dollar contracts for local, state and federal agencies.

The TMP encompasses all the following:

- Careful analysis of all stakeholder requirements and concerns
- Focused planning that includes “outside-the-box” thinking
- Attention to risk management from the first day of task implementation, including detailed reviews by the responsible managers

### LOCAL TECHNICAL EXPERTISE

Before coming to Olsson, Brian Dunnigan as Director of the Nebraska Department of Natural Resources, Brian served as the co-chair of the Governor's Disaster Recovery Task Force from 2008-2014. The task force was responsible for setting the state's hazard mitigation priorities. Additionally, the task force reviewed all projects submitted under the Hazard Mitigation Grant Program, prioritized those projects, and recommended projects for funding. Brian also served as a member of the task force from its inception in 1994 thru 2008.

### EXTENSIVE EXPERIENCE AND WELL-REGARDED STAFF WITHIN OUR IEM-OLSSON PARTNERSHIP

IEM commits to provide the staff who have been actively involved in past projects most relevant to Nebraska's specifications. **Gary Sronce** was Project Manager for IEM's first mitigation planning project for Iberville Parish, Louisiana, and for our contribution to an update of Louisiana's State Mitigation Plan. **Nancy Freeman**, **Leroy Thompson** (Former Florida SHMO), **Barbara Spaulding** and **Bradford Case** were part of our NY mitigation planning team. **Timothy Keaton** was the SHMO and State Floodplain Manager for the State of West Virginia. **Shelby Rushing** is Certified in FEMA HAZUS, he supported consequence analysis work for the Bay Area UASI, DC HSEMA and supported IEM mitigation planning work in New York and Florida with mapping and modelling. **Carrie Romero** Lead the development of the Pappio-Missouri River NRD, Multi-Hazard Mitigation Plan, changing how multi-jurisdictional plans are developed and managed Phase I of the City of Lincoln, Beal Slough Hazard Mitigation project through freezing of the DRF. **Stacey Roach** worked with the Park Planning & Design Team at the City of Lincoln Parks & Recreation Department for 10 years, where she assisted in master planning, project development, public engagement, meeting facilitation, and event planning. **Anthony Fitzgerald** has proven throughout Nebraska that he has a solid foundation to manage logistics and public relations, as well as manage financial resources and has let multiple

innovative projects in the state. **Travis Figard** is a skilled water resources engineer and has supported the Little Blue NRD HMP update and has performed several water-related projects such as the Beal Slough Flood Reduction Study and the Lower Republican and Tri-Basin NRDs, Platte Republican Diversion Project. **Karen Griffin** is a professional geologist with more than two decades of experience in groundwater modeling, environmental science, hydrogeology, and watershed management. Karen is the Groundwater Technical Leader for Olsson. She was a major contributor to the • Lower Big Blue NRD, Groundwater Management Plan Update; Lower Platte North and Lower Elkhorn NRDs, Voluntary Integrated Management Plan Updates; and the Upper Loup and Lower Loup NRDs, Voluntary Integrated Management Plan Updates.

This combination of on-site talent shows that IEM and Olsson are committed to **fostering a comprehensive and inclusive mitigation planning process to ensure successful implementation of plan-directed activities and to build community resilience.**

**THE TEAM WORKING ON YOUR PROJECT WILL CONSIST OF STAFF WHO ARE EXPERIENCED PLANNERS AND TECHNICAL EXPERTS, AND THIS WILL BE THE GROUP HIRED BY NEMA WHEN IT RETAINS IEM.**

For Nebraska Emergency Management Agency (hereinafter NEMA), IEM has carefully selected a team whose capabilities and experience build on our corporate strengths by adding depth and breadth to areas critical to meeting project goals and deadlines. IEM distinguishes itself by hiring mitigation planners to lead the planning process. Most firms that develop and update plans are primarily engineering firms and utilize Grad students for planning whose primary purpose is not mitigation planning. IEM is an exception to this as an emergency management firm founded in 1985, with a unique Hazard Mitigation and Planning Department.

Hazard mitigation plan requirements are established by FEMA and include a review process that examines whether the established standard was met; and if the standard was not met, what additional information must be included in the plan in order meet the federal requirement. Although this approval process is intended to be simple and straight forward, we have found the expectations and interpretation of these regulations are constantly evolving, and that they also vary from one FEMA region to another. IEM's team includes three (3) former State Hazard Mitigation Officers (SHMOs): Sheila Hascall (NE), Timothy Keaton (WV) and Leroy Thompson (FL). They not only understand FEMA requirements, but were involved in developing some of the standards against which mitigation plans and other FEMA programs are now measured.

**As experts, we understand not only federal requirements; we also appreciate the intent of the standards and why they were developed. This insight enables us to develop plans that exceed the minimum requirements and shortens the FEMA review process and has eliminated FEMA comments and requests for revision.** An example of this was seen after we submitted the **New York 2019 State Hazard Mitigation Plan**, where the plan was **approved by FEMA within two (2) weeks** without comments, changes or requests for revisions. As a point of reference, FEMA advises communities to allow for up to 45 days for the review to be completed, so the two-week completion time for a state plan was a quick turnaround. IEM will endeavor to repeat this success working on NEMA hazard mitigation plans.

Nebraska is unique and forward thinking in that, until the 2019 HMP Update, the state Flood Mitigation Plan was drafted by the Nebraska Department of Natural Resources during a process separate from the development of the Hazard Mitigation Plan. Incorporation of the state's Flood Mitigation Plan into the Hazard Mitigation Plan will not only streamline planning efforts, it will also increase the likelihood that action items from both activities -- floodplain management and mitigation planning -- are successfully implemented. This integration is both commendable and forward-thinking. Given the record flooding seen in 2019, which devastated communities statewide. IEM floodplain managers look forward to working with state floodplain experts at the **Nebraska Department of Natural Resources (NDNR)** and NEMA's mitigation experts. IEM's floodplain management team member working with both agencies will be **Certified Floodplain Manager Tim Keaton, Brian Dunnigan** and their team. This group of experts welcome the challenge of enhancing the state's resiliency to flooding and other hazards as part of updating the **State Hazard Mitigation Plan.**

## 2.0 BIDDER IDENTIFICATION AND INFORMATION [RFP VI.A.1.A]

<b>Full Company or Corporate Name:</b>	IEM, Inc.
<b>Address of The Company's Headquarters:</b>	2801 Slater Road, Suite 200 Morrisville, NC 27560
<b>Entity Organization (Corporation, Partnership, Proprietorship):</b>	Corporation
<b>State in Which the Bidder Is Incorporated or Otherwise Organized to Do Business:</b>	Louisiana
<b>Year in Which the Bidder First Organized to Do Business:</b>	1985
<b>Whether the Name and Form of Organization Has Changed Since First Organized: T</b>	The company was originally called Innovative Emergency Management, Inc., but recently simplified name referral to IEM, Inc.

## 2.1 FINANCIAL STATEMENTS [RFP VI.A.1.B]

IEM is in a rock solid, medium size company with zero-debt and solid cash resources. IEM also has access to an unencumbered \$15 million line of credit with Bank of America. We have been delivering on a disaster recovery contract greater than \$350M for more than 2 years without a need for outside capital. IEM is audited annually and has received an unqualified audit opinion each and every year. IEM has been in business for 35 years and has been serving government clients including FEMA, Department of Defense, and many state and local governments in the areas of disaster recovery and emergency management. Our banking reference is attached.

### 2.1.1 DISCLOSE ANY AND ALL JUDGMENTS, PENDING OR EXPECTED LITIGATION, OR OTHER REAL OR POTENTIAL FINANCIAL REVERSALS

IEM does not currently have pending judgements or litigation to disclose, nor do we anticipate any legal or financial reversals.

## 2.2 CHANGE OF OWNERSHIP [RFP VI.A.1.C]

IEM was founded by President Madhu Beriwal, who serves as company President and Chief Executive Officer. She has retained ownership and leadership of the company since its founding and will continue to manage operations with the support of her capable management team.

## 2.3 OFFICE LOCATION [RFP VI.A.1.D]

The address for the base location of this project shall be as follows:

IEM Inc.

2801 Slater Road, Morrisville, NC 27560



## 2.4 RELATIONSHIPS WITH THE STATE [RFP VI.A.1.E]

IEM has not had any contracts with the State of Nebraska within the last five (5) years. However, its partner organization, Olsson Inc., has been awarded **138 contracts statewide**. These are listed in **Table 1** below and show Olsson's experience working with the State of Nebraska Departments of Administrative Services, Aeronautics, Correctional Services, Environment and Energy, Natural Resources, Purchasing, and Transportation.

**Table 1: Olson Inc. Experience in NE for the Last Five Years.**

State Agency/Contract #	Project Name
<b>Administrative Services</b>	
Contract x3 16272	NE DAS State Office Building HVAC Phase 2
609247 X6	AS OCIO 501 Door Structural
WA 11.23.15	NE DAS State Office Building Buried Tank Site Plan
BU 6512F484 & PO 28975X3	NE DAS Lincoln Regional Center Boiler Replacement - SI Frame
<b>Aeronautics</b>	
SCB-R02	NDA Scribner Reconstruct Runway 17/35
<b>Correctional Services</b>	
Unavailable	NE Depart of Corrections NESHAP GI Air Testing
<b>Environment and Energy</b>	
EES-2015-03	NDEQ Columbus Private Well Assessment
EES-2015-03	NDEQ Bellevue City Hall Phase I ESA and ACM Survey
EES-2015-03	NDEQ Columbus Private Wells APA II
EES-2015-03	NDEQ Pierce Private Well Assessment
EES-2015-03	NDEQ Columbus Private Wells Site Investigation
EES-2015-03	NDEQ Former Bill Hill Elementary School ACM Survey
EES-2015-03	NDEQ Store Kraft Phase II ESA
EES-2015-03	NDEQ Hastings Second Street Superfund
EES-2015-03	NDEQ Columbus Private Wells Supplemental Assessment
EES-2015-03	NDEQ West Point Development Corporation Site
EES-2015-03	NDEQ Edgar Phase I and ACM
EES-2015-03	NDEQ Dempster Industries Phase I ESA
EES-2015-03	NDEQ 2017 DPT Injections Hastings Nebraska
EES-2015-03	NDEQ Edgar Phase II ESA
EES-2015-03	NDEQ Pierce APA 2
EES-2015-03	NDEQ Beatrice 2nd and Bell PCE
EES-2015-03	NDEQ Fremont Police Department LBP and ACM Survey
EES-2015-03	NDEQ Fremont City Auditorium LBP and ACM Survey
EES-2015-03	NDEQ Dempster Phase II ESA
EES-2015-03	NDEQ Columbus Site Re-Assessment 1
EES-2015-03	NDEQ Columbus Site Re-Assessment 2
EES-2015-03	NDEQ Columbus Site Re-Assessment 3
EES-2015-03	NDEQ Hastings 2018 OU20 Injections

State Agency/Contract #	Project Name
EES-2015-03	NDEQ Dempster Supplemental Phase II ESA and ACM
EES-2015-03	NDEQ Funk Phase I ESA
EES-2015-03	NDEQ Baxter Phase I ESA
EES-2015-03	NDEE Funk Phase II ESA
EES-2015-03	NDEQ Hay Springs Phase I & II, ACM and LBP
Unavailable	NDEE Groundwater Evaluation Toolbox for Wellhead Protection
EES-2015-03	NDEQ PCE West Avenue Former Drycleaner
EES-2015-03	NDEQ Columbus Hwy 81 & 48th Ave Industrial Site
EES-2015-03	NDEQ Cozad City Park ACM
EES-2015-03	NDEQ South Central State Bank Phase I ESA
EES-2015-03	NDEQ Alliance Wrecking & Salvage Phase I ESA and ACM
EES-2015-03	NDEE Hastings Second Street Superfund Site OU20 2019 O&M and Groundwater Monitoring
EES-2015-03	NDEE Carriage Cleaners Bellevue NE
EES-2015-03	NDEE Hastings Second Street 2019 OU20 Injections
EES-2015-03	NDEE Scottsbluff Airport PCS with Sampling
EES-2015-03	NDEE Mortensen Industrial Site Phase I ESA
EES-2015-03	NDEE Quiz Graphic Arts Phase I ESA and ACM
EES-2015-03	NDEE Alliance Airport Private Well Sampling
EES-2015-03	NDEE Skaggs Phase I ESA
<b>Natural Resources</b>	
DNR Contract #843	NDNR ULNRD & LLNRD IMP Ord/Theford NE
NDNR#852	NDNR Development-ST Workplan - USGS Water Use Data/Research
854	NDNR Groundwater Modeling & Tech Support
Contract No. 871	NDNR York Hydraulic Modeling
DNR Contract #886	NDNR Technical Support for Data Mgt & Availability Lincoln NE
912	NDNR Modeling Support Lower Platte, Big, & Little River Basins
956	NDNR Niobrara River Basin Groundwater Modeling
955	NDNR WWUM Model Review & Training
Contract No. 983 & 1015	NDNR Republican River Basin Wide Plan Extended
PO #849720 X6	Nebraska Law Enforcement Training Center Grand Island
ST16(5099) CN#00703E VK1503 MSA#No	NDOT Embedded Specialist NEPA
<b>Purchasing Bureau</b>	
MSA XK1324	NDOT Hastings SE Preliminary Roadway Design
<b>Transportation</b>	
MSA VK1606	NDOT 2015 On Call Environmental Services
MSA VK1205	NDOR North Platte and Lincoln Environmental Sampling
INH-80-5(74), CN#13111, XK1509	NDOR 27th & I-80 3-D Scan
CK1517; Proj # 5-6-3(1026); CN 71059 MSA#CK1213	NDOT Jct. US 6/34 & 183, Holdrege Bldg Services
MSA XK1324	NDOT Alvo North Final Design



State Agency/Contract #	Project Name
STP-91-3(108); CN#80873; SK1501; MSA1202	NDOR Brewster East - Stream Bank Stabilization
NH-26-1(161) CN#S1299 VK1524	NDOR Bridgeport Viaduct Phase II Work Plan
BRO-7064(13) MSA#VK1299	NDOR NEPA Brock SW BRO-7064(13)
MSA XK1523	NDOT L62A North Roadway Final Design
afe i-049, MSA #QK1601	NDOR District 6 Office HVAC Renovation
MSA XK1523	NDOT Trenton North Roadway Design
MSA VK1606	NDOT 2016 On Call Environmental Services VK1623
MSA VK1606	NDOT L62A North - Alliance Wetland Mitigation Design
QK1602; QK1602-01; QK1602-02; QK1602-03	NDOR Operations Building Power Generation Feasibility Study
AFE No. I-307; QK1603;	NDOR Bloomfield Holding Tank Replacement
MSA VK1606	NDOT 2016 On Call Environmental Services VK1640
MSA VK1628	NDOT Hastings Southeast Hazardous Materials Review
MSA XK1217-01	NDOT District 3, 4, & 8 Engineering for Curb Ramps
MISC-STWD(1090), CN#00964; MSA#ZK1601; ZK1603	NDOT 2016 Traffic Engineering Speed Limit Reviews TO1
MSA XK1523	NDOT Hastings Southeast Final Roadway Design
MSA XK1523	NDOT Burwell West Roadway Design
MISC-STWD(1090); CN#51503 XK1643 MSA#ZK1601	NDOT 2016 Traffic Engineering Chadron US-20 & US-385 TO#2
MSA QK1610	NDOT D2 Fiber Optic Design
MSA XK1523	NDOT W Maple Rd Military to Cuming
MSA XK1523	NDOT Ord Northeast Roadway Design XK1715
MSA XK1523	NDOT Eagle South Roadway Design
MSA XK1523	NDOT Albion Petersburg Elgin Final Design
MSA CK1639	NDOT Clarkson West and US-281 Dannebrog Bridge Design
MSA XK1523	NDOT Ansley Viaduct Roadway Design
MSA VK1606	Grand Island Stolley Park Rd Reconfiguration
MSA XK1523	NDOT Hastings Southeast ROW Design
MSA VK1628	NDOT Hastings Southeast Phase I and II ESAs
MSA XK1523	NDOT 2017 Planning Documents (VK1708)
MSA VK1606	NDOT 2017 Environmental On Call VK1713
MSA SK1603	NDOR Calamus State Park
MSA XK1523	NDOT Ft. Calhoun South Roadway Design
MSA XK1523	NDOT US-6 & US-34 Hastings Roadway Design
MSA CK1639	NDOT Chappell N-27 Bridge Design
PO8260582	NDOT RWIS 2017 Out of Contract Work
MSA CK1639	NDOT Ansley Viaduct Bridge Design
MSA VK1606	NDOT Wetlands and Threatened and Endangered Species Training
MSA VK1628	NDOT Murray US-34 & US-75 Phase II ESA
MSA VK1606	NDOT District 7 Wetland Mitigation Study and Design Services
MSA CK1639	NDOT Verdigre Spur Bridge Design
CN 21704; STP-75-3(107); XK1809; RFQ-1803	NDOT Blair to Herman Roadway Design
NH-STP-83-4(117); CN#80865; XK1816; RFQ-1803	NDOT In Valentine 80865 NH-STP-4(117)

State Agency/Contract #	Project Name
STP-70-4(111), CN 42693 FK1801	NDOT Arcadia East West Const Engineering
MSA QK1610	NDOT ATCMTD Grant Support AFE Z-005
MSA VK1806	NDOT Arapahoe West Bridge Environmental Services VK1820
STP-51-7(106); CN#32296; XK1826; RFQ-1803	NDOT US-77 to US-75 32296 STP-51-7(106)
MSA SK1603	NDOT Emergency Roadway Slope Repair
MSA CK1639	NDOT Superior-Hardy, Gibbon-Shelton, Waco-Utica Bridge Repair
MSA VK1824	NDOT In Hastings Traffic Signals HMR
MSA QK1610	NDOT RWIS Support AFE Z-005
MSA SK1603	NDOT 2018 Pavement Repair Quantity Assessment
NH-STP-83-4(117); CN#80865; XK1906; RFQ-1803	NDOT In Valentine Roadway Final Design
NH-83-4(121); CN#81037; XK1905; RFQ-1803	NDOT West 4th St In Valentine Final Design
ER-281-4(130); CN#81039; XK1912 MSA ER-March 2019	NDOT Niobrara River Bridge at Holt/Boyd Co Line XK1912
MSA VK1806	NDOT Blair to Herman Wetland Delineation
STP-14-1(123); CN#42817; XK1918; MSA RFQ-1906	NDOT Superior North and South XK1918
NH-136-7(127); CN#13398; XK1926; MSA#RFQ-1906	NDOT Tecumseh East Roadway XK1926
STP-S400(107); CN#42766; XK1934; MSA RFQ-1906	NDOT Prosser Spur XK1934
RPT-C990(16); CN#00546T; PK1901; MSA RFQ-1907	NDOT PK1901 Mobility Management-Phase 3
MSA VK1806	NDOT Niobrara River Bridge at Holt/Boyd County Line VK1923
MSA QK1610	NDOT Motorist Assist RFP Development QK1905
STP-50-1(114); CN#13275; XK1937 MSA RFQ-1906	NDOT W Jct N-4 Tecumseh XK1937
MSA VK1806	NDOT VK1930 Naponee Bloomington Environmental Services
MSA VK1806	NDOT VK1929 Scotia East Environmental Services
SRR-27(69); CN#22781; BK1954; MSA BK1941	NDOT BK1954 Fremont SRA Game and Parks Lake 20 Flood Repairs
MSA VK1824	NDOT North Platte Tier I

The array of contracts maintained between Olsson and the State of Nebraska illustrates the range of talent the company brings to each project on which it is involved. Both NEMA and IEM will benefit greatly from the skills and expertise their technical specialists bring to the Nebraska State Hazard Mitigation Plan Update.

## 2.5 BIDDER'S EMPLOYEE RELATIONS TO STATE [RFP VI.A.1.F]

No IEM employees named in this proposal were employed by the State of Nebraska within the past sixty (60) months. The same is true for the employees of Olsson, Inc., which will serve as a subcontractor.



## 2.6 CONTRACT PERFORMANCE [RFP VI.A.1.G]

Neither IEM nor Olsson Inc. has had any contract terminated for default, convenience, non-performance, non-allocation of funds or any other reason in the past five (5) years. For all 138 contracts executed with the State of Nebraska in recent years, Olsson completed projects in a timely fashion and within budget. The company also received positive feedback on project performance.

## 2.7 SUMMARY OF BIDDER'S CORPORATE EXPERIENCE [RFP VI.A.1.H]

IEM brings to the table a breadth and depth of experience in all areas of emergency management, including work in the fields of planning and hazard mitigation. In Section 2.7.1 you will find a summary Matrix of HMA/Planning projects our firms have completed on time and on budget. Three of the IEM-Olsson success stories are told below in Section 2.7.2. These projects illustrate our ability to perform the full range of activities falling under the mitigation umbrella. They also show how hazard identification is factored into mitigation planning; how planning is used to develop mitigation strategy in the form of projects that address (or mitigate) against hazards; how adequate planning enhances project management. Likewise, IEM would develop for NEMA a hazard mitigation plan that informs its constituents about the most effective projects for managing mitigation hazards, and how to execute these projects for the fullest community benefit.

### 2.7.1 SUMMARY MATRIX OF PREVIOUS PROJECTS SIMILAR TO THIS SOLICITATION IN SIZE, SCOPE, AND COMPLEXITY

The following is a summary Matrix of IEM and Olsson's experience

<p><b>New York State 2019 Standard, Hazard Mitigation Plan Update with Enhanced Components</b></p>	<p>IEM staff developed for New York Web-Based (Live) <a href="#">Standard State Mitigation Plan</a> and incorporated enhanced activities into the 2019 plan update to position New York to obtain the enhanced status (an enhanced State plan) once they achieved the requirements to be qualified and have the capabilities. As part of this review FEMA will not only be looking at HMA program implementation, they will also consider DEC's implementation of the NFIP-Community Assistance Program-State Support Services Element (CAP-SSSE) program.</p>
<p><b>New York State, 2014 Standard Hazard Mitigation Plan Update</b></p>	<p>Due to pressing hazard mitigation planning and project commitments resulting from Hurricane Sandy, by August of 2013, the State was under a compressed time schedule to review, revise and update the 2011 Hazard Mitigation Plan (for a FEMA approved 2014 Plan). As a sub-contractor, IEM responded to the urgent need and was the Major contributor in this update. We worked closely with NY Division of Homeland Security and Emergency Services (DHSES), State agencies and FEMA, including hazard data review/validation, status of mitigation actions, and stakeholder engagement, to obtain a FEMA approved plan in a compressed timeframe by December 2013.</p>
<p><b>PAPIO-MISSOURI RIVER NRD'S HAZARD MITIGATION PLAN UPDATE</b></p>	<p>Olsson led the Papio-Missouri River NRD's (P-MRNRD) Multi-Hazard Mitigation Plan update. Our work involved expanding participation to several communities that did not participate in the first planning effort, and opened up participation to non-profits, school districts, and higher education institutions. We worked with an advisory committee, held multiple public meetings, and created a project website to keep participants informed and involved throughout the process. The plan was submitted to NEMA and FEMA in January 2011, and due to Olsson's expertise, was approved without any comments in February 2011. The P-MRNRD officially</p>

	adopted the plan in July 2011. Since that time, we have helped the P-MRNRD complete several applications for Hazard Mitigation Grant Program funding, including applications that have been approved by FEMA for floodplain buyouts.
<b>Herkimer County, NY 2017 Multi-Jurisdictional, Multi-Hazard Mitigation Plan Development</b>	Because of multiple federally funded hazard mitigation projects and HUD resiliency projects pending in four municipalities in Herkimer County, time was of the essence for IEM to help develop and carry out a comprehensive planning process that would lead to a FEMA-approved plan. Five jurisdiction annexes were completed in April 2017 and submitted along with the Base Plan to NYS DHSES and FEMA for review. FEMA determined the Base Plan and Jurisdiction Annexes to be approvable pending adoption at that time.
<b>Louisiana Hazard Mitigation Plan</b>	IEM played a crucial role on the team that helped the state develop, on time and on budget, a FEMA-approved multi-hazard mitigation plan for the State of Louisiana. IEM helped ensure that the state met its deadline for approval to receive continued HMGP funds. Additionally, through conducting a detailed assessment of each of Louisiana's 64 parishes to determine their capabilities to support mitigation activities, IEM was able to foster local-state integration.
<b>East Feliciana Parish, LA All-Hazards Mitigation Plan Update</b>	The IEM project team of experienced planners and GIS specialists was awarded and successfully completed a FEMA approved (approval date 9/2011) hazard mitigation plan update for East Feliciana Parish. The team provided parish representatives with a thorough and complete understanding of both FEMA's Hazard Mitigation Grant Program (HMGP) and the Stafford Act. A comprehensive risk assessment identifying all natural and man-made hazards including extensive hazard profiles with historical, geographical loss data, and an environment review was completed.
<b>Chester County, PA, Hazard Mitigation Plan Development</b>	IEM was selected as the subcontractor for a project to develop the Chester County Hazard Mitigation Plan, a comprehensive framework of community goals and objectives for mitigating the human, property, and monetary losses associated with hazard events in Chester County. IEM worked on-site with personnel from Chester County organizations including the Department of Emergency Services and County GIS to develop a goal-centric hazard mitigation plan.
<b>State of Florida Mitigation Plan, Risk Assessment Update</b>	As a follow up to work completed in 2009, IEM supported the Florida Division of Emergency Management (FDEM) in updating the Risk Assessment portion of the Statewide Hazard Mitigation Plan. This update addressed the FEMA Blue Book requirements of identifying hazards, profiling hazards, assessing vulnerability to jurisdictions and state facilities, and assessing potential costs to jurisdictions and state facilities.
<b>Rapides Parish, LA All-Hazards Mitigation Plan Update</b>	The IEM team successfully updated the Rapides Parish Hazard Mitigation plan, receiving FEMA approval in May 2011. During this process the team provided management and technical assistance to the parish by organizing and facilitating working group meetings with not only parish representatives, but representatives from ten local jurisdictions, and the whole community. IEM staff was successful in obtaining participation from local stakeholders and the public through community meetings. The meetings provided important information from the current parish hazard mitigation plan, steps in preparing the new updated plan, and information on community involvement.
<b>Iberville Parish, LA Mitigation Plan</b>	IEM provided a balanced, effective, risk-based approach for Iberville Parish, Louisiana to comprehensively assess vulnerabilities and develop the risk mitigation responses needed to protect and secure Parish residents and resources. Understanding the need for collaboration

	and feedback, IEM worked closely with Iberville Parish leadership in developing an All-Hazards Mitigation Plan that meets the requirements of the Disaster Mitigation Act of 2000 (44 CFR 201.6 for local mitigation planning criteria) and LOEP guidance. IEM also used FEMA's State and Local Plan Interim Criteria under the Disaster Mitigation Act of 2000.
<b>Assumption Parish, LA Pilot Planning Grant Program</b>	IEM was selected for their substantial mitigation planning, IEM worked closely with Assumption Parish to complete its HMGP Pilot Planning Grant Program application for submission to GOHSEP.
<b>Tensas Parish, LA Pilot Planning Grant Program</b>	IEM supported Tensas Parish in the development of its HMGP Pilot Planning Grant Program Application. IEM assisted parish officials by helping them to develop a feasibility study, scoping for the necessary projects, and making appropriate plan amendments. This work enabled Parish officials to identify potential projects, determine the potential eligibility of these projects, and establish the scope of each eligible project.
<b>Washington Parish, LA Pilot Planning Grant Program</b>	IEM provided Parish officials with valuable assistance in the area of budget development for the required feasibility studies, scoping and plan amendments. This work enabled Parish officials to identify potential projects, determine the potential eligibility of these projects and establish the scope of each eligible project. IEM also provided Washington Parish with valuable assistance through their coordination and preparation of its application materials submitted for GOHSEP's approval.
<b>Wake County, NC HIRA and EOP Update</b>	IEM developed the HIRA template for the county, collected and ranked each identified area by the stakeholder and updated the Emergency Operations Plan. Additional tasks were performed as requested by Wake County. Wake County, which contains Raleigh, has an estimated 2012 population of 952,151 and a population density of approximately 1,079 persons per square mile and has shown steady increases every year since 1990. Identification of the population growth contributed greatly to future planning for the communities in their mitigation planning, emergency planning and other relevant planning documents.
<b>HAYES, FRONTIER, AND HITCHCOCK COUNTIES HAZARD MITIGATION PLAN</b>	Olsson worked with the counties of Hayes, Frontier, and Hitchcock to combine and update their three individual county plans into one Multi-Jurisdictional Hazard Mitigation Plan. The new, updated plan is aimed at expanding participation to several entities that did not participate in the first local planning efforts, including opening up participation to public and parochial school districts and rural fire and rescue departments. Our planning team held multiple public meetings to keep all elected officials, key stakeholders, and residents informed and involved throughout the planning process. Our work involved working closely with the Nebraska Emergency Management Agency (NEMA) to make sure that the final plan met the needs of all three counties and their residents, as requirements for approval by the Federal Emergency Management Agency (FEMA).
<b>ANTELOP, HOLT, AND KNOX COUNTIES HAZARD MITIGATION PLAN UPDATE</b>	Olsson helped the counties of Antelope, Holt, and Knox Counties secure grant funding in order to update their three-county Hazard Mitigation Plan. The new, updated plan aimed at expanding participation to several entities that did not participate in the original planning efforts and opened the planning process to public and parochial school districts and rural fire and rescue departments. We incorporated pre-project screening and development into the Hazard Mitigation Plan update with the potential for up to four projects. Our planning team coordinated closely with the Nebraska Emergency Management Agency (NEMA) to make sure



	this plan would receive final approval from the Federal Emergency Management Agency (FEMA).
<b>LOWER BIG BLUE AND LITTLE BLUE NRD'S HAZARD MITIGATION PLAN</b>	Olsson completed the Little Blue/Lower Big Blue Natural Resource Districts (NRD) All-Hazard Mitigation Plan. This project involved preparing a Hazard Mitigation Grant Program grant application to fund the planning process. We held initial public meetings to collect data from the communities located in the project area, and collected research and data related to the nine-county planning area. In addition to collecting the data, a GIS database has been developed for each county, identifying the structures that are at risk from the hazards identified in the plan. Olsson has worked closely with the planning team and the Nebraska Emergency Management Agency (NEMA) to make sure that the plan meets the needs of the project partners and conforms to all FEMA requirements. The plan was approved by FEMA and adopted by the NRDs in December 2010. Our team was able to meet the client's expectations for both schedule and budget.

## 2.7.2 NARRATIVE PROJECT DESCRIPTIONS

The previous summary matrix highlights the extensive project work between the IEM-Olsson team as a whole. In that matrix, the first four projects (the two New York State projects were performed consecutively for the client but are listed separately) are highlighted as previous projects that are similar to this solicitation in size, scope and complexity. In Table 2 below, the project narratives and project-specific reference information were combined to present a complete picture of the scope of each project. (The first two projects listed in the above matrix were performed for the same client and are combined in the table below,) Each project includes full project descriptions, timetable, contact information for each reference, and completion dates. It should be noted that all projects were as scheduled, on or before the agreed upon completion date.

**Table 2: Three (3) Projects of similar size and scope of the Nebraska RFP On Time and On Budget**

Reference 1		
Project Title:	<b>Updating the New York Hazard Mitigation Plan – Two Projects</b> Two Projects: 1. 2014 expedited Hazard Mitigation Plan Update 2. 2019 Hazard Mitigation Plan Update (Web-based)	
Nature and Value of contract:	1. Subcontractor (Work Share 75%) 2. Subcontractor (Work Share 100%) IEM billed 25% less than the budget listed/Billed to the client by the Prime	1. \$468,703 2. \$1,000,000
Project time period:	1. August 2013 to December 2013 (4 months – 2014 update) 2. October 2017 to December 2018 (13 months – 2019 update)	
Scheduled and actual completion dates:	1. Scheduled to be completed and FEMA-approved by December 17, 2013 Plan completed, approved by FEMA, and adopted by the State on schedule 2. Scheduled to be completed and FEMA-approved by December 17, 2018 Plan completed, approved by FEMA, and adopted by the State on schedule	
Bidder's responsibilities:	In both instances, IEM managed the entire planning process and was a major contributor, from initial community engagement through plan adoption. The process entailed working every step of the way with FEMA Region II and incorporating the agency's feedback as it was provided. As such, the final plan met FEMA standards and was approved on first review	

<p>Customer name and contact information:</p>	<p><b>New York State Division of Homeland Security &amp; Emergency Services (DHSES)</b>                  Marlene White, State Hazard Mitigation Officer  <a href="mailto:Marlene.White@dhses.ny.gov">Marlene.White@dhses.ny.gov</a>                  Phone:518-292-2735 Fax:518-322-4983</p>	
<p>Project Description:</p>	<p>In August 2013, the State of New York faced a looming deadline to complete an unfinished State Hazard Mitigation Plan Update by December 2013 – a compressed schedule in which to review, revise and update the 2011 Hazard Mitigation Plan. IEM Mitigation Planning experts completed the update in time and the plan was approved by FEMA during its first review. IEM was well positioned to work on the 2019 New York State Hazard Mitigation Plan because the update built on the company's work on the 2014 SHMP. IEM developed an innovative on-line state plan, a living document that is updated in real time. The current approved Plan can be found at Mitigate New York (NYS HMP 2019). The plan integrates NY Climate Smart Resiliency Planning, the Statewide Building Code, NY Risk Map, and more.</p> <p>Project tasks related to support IEM and its subcontractor will provide to NEMA include:</p> <ul style="list-style-type: none"> <li>• Updated the SHMP according to the FEMA-required action steps outlined in the FEMA Mitigation Plan Review Guide. As such, we followed the requirements to:</li> <li>• Conducted large and small group meetings and hold one-on-one interviews to engage all stakeholders in the planning process – stakeholders both within and outside of State government. Internal stakeholders included all agencies whose work included elements of the hazard mitigation plan: The State Department of Environmental Protection, the Department of State; and the Department of Health, to name a few. External stakeholders included groups such as the US Army Corps of Engineers, the American Red Cross, and the New York State Floodplain and Stormwater Managers Association.</li> <li>• Identified hazards and develop the risk assessment. Hazards included in earlier plans were reviewed for their relevancy and ranked in order of probability, impact, frequency and historic occurrence. Internal and external stakeholders provided input to develop a well-rounded description of each hazard and its impact.</li> <li>• Conducted a vulnerability analysis. This was done by looking at State-owned property located in high-hazard areas, including those located in Special Flood Hazard Areas.</li> <li>• Developed mitigation goals and objectives. Participants determined that most of the goals and objectives previously developed were relevant and voted to retain them in plan updates.</li> <li>• Formulated mitigation action items. The Planning Committee reviewed all previously identified action items and provided a status report. Those not yet completed but still relevant were included in the plan update, and progress reports were given for completed actions. Newly identified mitigation actions were incorporated into the updated plan.</li> <li>• Secured feedback from FEMA Region 2 and incorporate recommended changes. Working with FEMA Region 2 throughout the planning process enabled DHSES to secure real time feedback and update the planning document as feedback was received.</li> </ul>	

	<ul style="list-style-type: none"> <li>Presented the plan to the Governor's Office for adoption. The plan was completed, FEMA-approved, and signed by the Governor's Office before the plan expiration deadline.</li> </ul>	
<b>Reference 2 –</b>		
<b>Performed by Olsson Inc. (Sub-Contractor)</b>		
<b>Project Title:</b>	<b>Papio Missouri River Natural Resources District (NRD Multi-Jurisdictional Multi-Hazard Mitigation Plan update</b>	
<b>Nature and Value of contract:</b>	1. Prime Contractor Contract Total \$362,700. Final Cost (with additional tasks) Total \$337,103 = <b>\$25,597 Under Budget</b>	\$337,103
<b>Project time period:</b>	June 2009 through July 2013 (2011-2013 were additional tasks outside of the plan update (Dam breach inundation mapping and King lake acquisition/demolition project)	
<b>Scheduled and actual completion dates:</b>	Scheduled (HMP update) - June 2009 – September 2010 Actual – June 2009 – January 2011 (HMP Approval) FEMA updated Unified HMA in 2010 required changes to Local HMP requiring additional data inclusion in local plans) SOW was completed within the approved period of performance by NEMA and FEMA	
<b>Bidder's responsibilities:</b>	Develop Hazard Mitigation Plan, coordinate and facilitate public meetings, Hazard, Risk and Vulnerability Assessment, develop FEMA Crosswalk and obtain NRD, State and Federal approval.	
<b>Customer name and contact information:</b>	<b>Papio Missouri River Natural Resources District (NRD)</b> Lori Laster, Stormwater Engineer Papio Missouri River NRD 8901 S 154th St Omaha, NE 68138 Phone: 402-444-6222 Fax: (Not available)	
<b>Project Description:</b>	<p>Olsson led the Papio-Missouri River NRD's (P-MRNRD) Multi-Hazard Mitigation Plan update.</p> <p>This work involved expanding participation to several communities that did not participate in the first planning effort, and opened participation to non-profits, school districts, and higher education institutions.</p> <p>We worked with an advisory committee, held multiple public meetings, and created a project website to keep participants informed and involved throughout the process.</p> <p>The plan was submitted to NEMA and FEMA in January 2011, and due to Olsson's expertise, was approved without any comments in February 2011.</p> <p>The P-MRNRD officially adopted the plan in July 2011. Since that time, Olsson has helped the P-MRNRD complete several applications for Hazard Mitigation Grant Program funding, including applications that have been approved by FEMA for floodplain buyouts</p>	
<b>Reference 3</b>		
<b>Project Title:</b>	<b>Updating the Risk Assessment for the State of Florida Hazard Mitigation Plan - Two Projects:</b> 1. 2009 Hazard Mitigation Plan Update	

	<p>2. 2012 Hazard Mitigation Plan Update</p> <p>Two Projects:</p> <ol style="list-style-type: none"> <li>1. 2014 Risk Assessment Update</li> <li>2. 2019 Risk Assessment Update</li> </ol>	
Nature and Value of contract:	<ol style="list-style-type: none"> <li>1. Prime contractor</li> <li>2. Prime contractor</li> </ol>	<ol style="list-style-type: none"> <li>1. \$68,703</li> <li>2. \$80,482</li> </ol>
Scheduled and actual completion dates:	Scheduled to be completed on 8/31/2010, Actual Completion Date 10/31/2010	
Bidder's responsibilities:	In both instances, IEM managed the planning process from initial community engagement through plan adoption. This entailed working hand-in-hand with FEMA Region II, incorporating the agency's feedback as it was provided. As such, the final plan met FEMA standards and was approved on first review.	
Customer name and contact information:	<p><b>State of Florida Department of Emergency Management (FDEM)</b>  Miles Anderson, Mitigation Branch Chief  Florida Division of Emergency Management (FDEM)  2555 Shumard Oak Boulevard  <a href="mailto:Miles.Anderson@em.myflorida.com">Miles.Anderson@em.myflorida.com</a>  Phone: 850-815-4501 Fax: (Unavailable)</p>	
Project Description:	<p>FDEM required that updated statewide risk assessments be conducted in preparation for developing their updated State Hazard Mitigation Plans. Both risk assessment update projects were critical in maintaining Florida's eligibility to receive Stafford Act hazard mitigation funding.</p> <p>To complete this project, IEM performed the following tasks similar to those required by NEMA to update its SHMP in 2020 and subsequent years:</p> <ul style="list-style-type: none"> <li>• Identified current and potential hazard. This included profiling each hazard and potential mitigating opportunities;</li> <li>• Assessed vulnerabilities of local jurisdictions and state facilities. This entailed estimating potential losses by state facility, jurisdiction, geographic/regional boundaries, and appropriate U.S. National Grid operational area.</li> <li>• In 2012, as a follow up to work completed in 2009, IEM was again awarded a contract from the State to update the Risk Assessment section of their Enhanced State Hazard Mitigation Plan.</li> <li>• As such, IEM again addressed the FEMA Blue Book requirements of identifying hazards, profiling hazards, assessing vulnerability to jurisdictions and state facilities, and assessing potential costs to jurisdictions and state facilities.</li> <li>• Updated and expanded on the existing risk assessment data via detailed research, review, and identification of new hazard and risk information. HAZUS-MH 2.1 was used with 2010 U.S. Census data to run detailed analysis of potential impacts to the population, buildings, and State facilities.</li> <li>• Utilized emerging key concepts and best practices such as Community Stabilization and use of the U.S. National Grid for quantitative analysis—concepts that were derived from and matured through the FEMA Florida Catastrophic Planning Initiative that was coordinated by IEM. The result provided a foundation for establishing mitigation goals and priorities for the State of Florida.</li> </ul>	



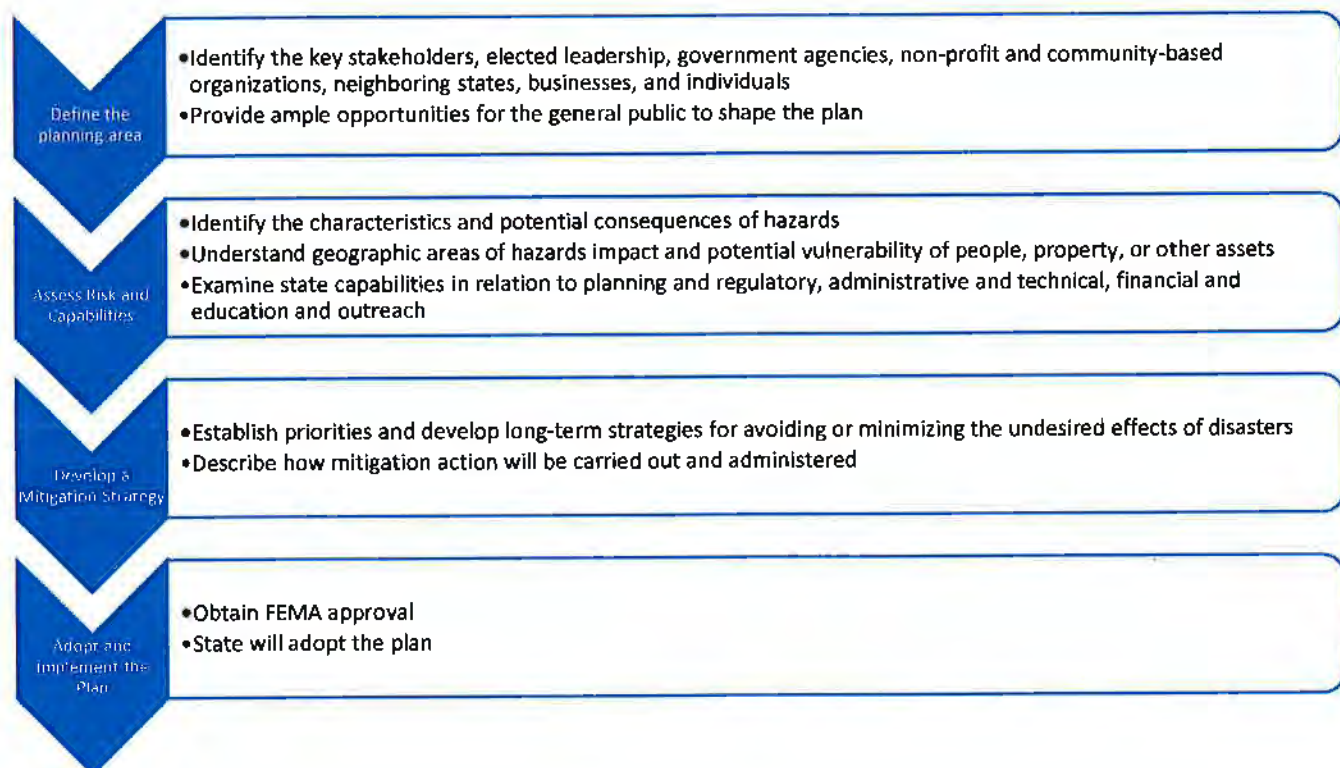
## 2.8 SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH [RFP VI.A.1.I]

Hazard Mitigation Planning underpins government's responsibility to protect the health, safety, and welfare of its citizens. It also affords an opportunity to invest in community safety and sustainability. Mitigation planning is most effective when based on a comprehensive, long-term plan that is developed before a disaster occurs. The State Hazard Mitigation Plan provides the opportunity for state agencies and other mitigation stakeholders to identify policies and actions that will reduce long-term risk and future losses by assessing hazards, vulnerabilities, and risks with the participation, commitment, with stakeholder and public support throughout the planning process.

IEM and Olsson stand ready to support the NEMA Planning Team and other planning participants, who will review the current State Hazard Mitigation Plan, identify still-relevant sections, and point out sections that need to be updated. The NEMA Planning Team and IEM will follow the FEMA requirements defined in 44 CFR Part 201.4 for State Mitigation Plans, as well as the FEMA-prescribed four-part organization and implementation process outlined in the FEMA State Mitigation Planning Handbook (current version).

The hazard mitigation planning process serves as the foundation and framework for the NEMA Hazard Mitigation Plan by moving through a series of actions, each of which builds on the previous steps. Figure 1 below outlines the key steps in the planning process.

Figure 1: FEMA Hazard Mitigation Planning Process

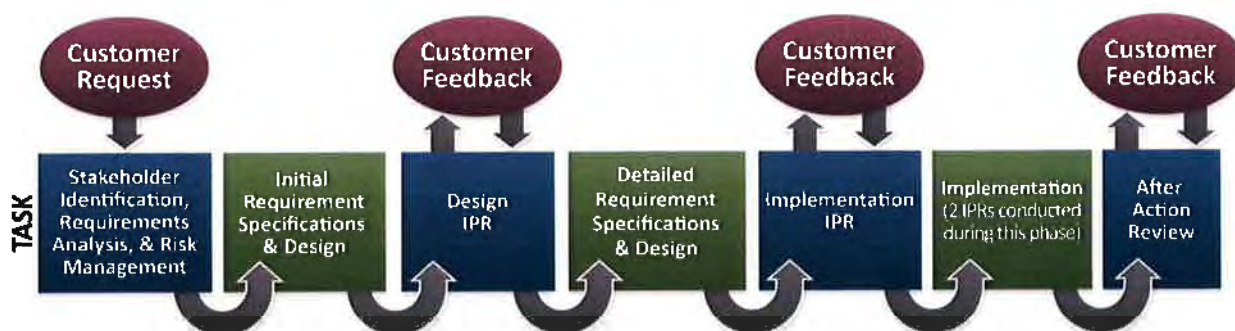




## 2.8.1 PROPOSED APPROACH TO THE MANAGEMENT

To demonstrate that the State Hazard Mitigation Plan adheres to the federal guidance, IEM-Olsson will document the planning process as outlined in codified requirements as an element of project management strategy. We will utilize our proprietary Task Management Process (TMP), which has been honed throughout 34 years of successful project execution and is based on the principles in the Project Management Institute's Project Management Body of Knowledge. **Our TMP ensures quality delivery of service that meet schedule and budget constraints, ensures consistent delivery across all programs, and provides readily available metrics to track financial, resource and schedule status.** It also provides flexibility to respond to unanticipated changes in scheduling, sequencing, or content through regular in-progress reviews (IPRs), while having the robustness needed to keep IEM support staff working at peak performance regardless of the level of demand.

Figure 2: Key steps in the IEM Task Management Process



The TMP guides projects through requirements analysis, design, and implementation oversight through the use of a series of well-defined sub-processes with documentation requirements and clear expectations. Milestone reviews and other in-progress reviews are used to ensure the project is staying on track or that emergent challenges are identified and mitigated early.

The IEM Team will develop a Project Management Plan (PMP) based on the Project Management Institute's Project Management Body of Knowledge (PMBOK). The Project Management Institute is a leading center of excellence for the discipline of project management, and the PMBOK is their collection of global best practices and insights for the project management field. Our PMP will outline NEMA's requirements, the logical progression of tasks that will be executed in fulfillment of those requirements, and the oversight and coordination (within the team and with the State) mechanisms to be used. Within the PMP, the IEM Team will include a risk management plan, outlining potential risks that may affect the project's success. We will identify strategies that will contain the exposure and/or mitigate consequences for each risk. We will also develop a draft work breakdown structure (WBS) that outlines critical tasks, the amount of time required for each task, how tasks relate to each other, and estimated level of effort for each task. The WBS tasks and level of effort will be consistent with the information detailed in our Cost Proposal

At the kickoff meeting, the IEM Team will present the draft PMP for review and discussion. We will use the WBS for a detailed technical review with the State PM and staff, as it contains details critical to executing and accomplishing the deliverables. We propose holding the kickoff meeting and tactical discussion within three business days of contract execution and delivering a final PMP within four business days of the kickoff meeting.

Accountability for project delivery resides with the Program Manager, Ms. Sheila Hascall. Day-to-day execution will be focused through Ms. Freeman, the Project Manager/Senior Mitigation Planner. As shown in Section 2.8.2, she is supported by a project team with the background and competencies to cover all explicit and implied tasks.

Lines of authority are consistent with the organization chart in Section 2.8.2 Figure 4. IEM provides the resources for geographically dispersed teams to work effectively together. Ms. Freeman will be the hub for task coordination. Ms. Freeman will lead team coordination meetings (conference calls augmented by screen-sharing or other supportive technology as needed) on a schedule that flexes with the need of the project (i.e., more frequent meetings will occur near critical milestone points in the schedule). Through execution, the WBS will serve as the baseline to track progress and adjust to lead or lag time.

IEM also will provide all the workspace, hardware, software, and licenses needed to execute the contract requirements. For example, the GIS/Hazard Modeler will have what he needs to perform his job. IEM provides ESRI licenses to all of our Geospatial Intelligence staff and provides multiple graphics software packages to our Graphics staff. IEM also maintains current HAZUS-MH 2.1 data sets and software access to our modelers like Mr. Rushing. All employees have access to other programs alluded to in the RFP such as Adobe Acrobat and the MS-Office suite. IEM and NEMA will coordinate any other specialized hardware/software requirements at the kickoff meeting.

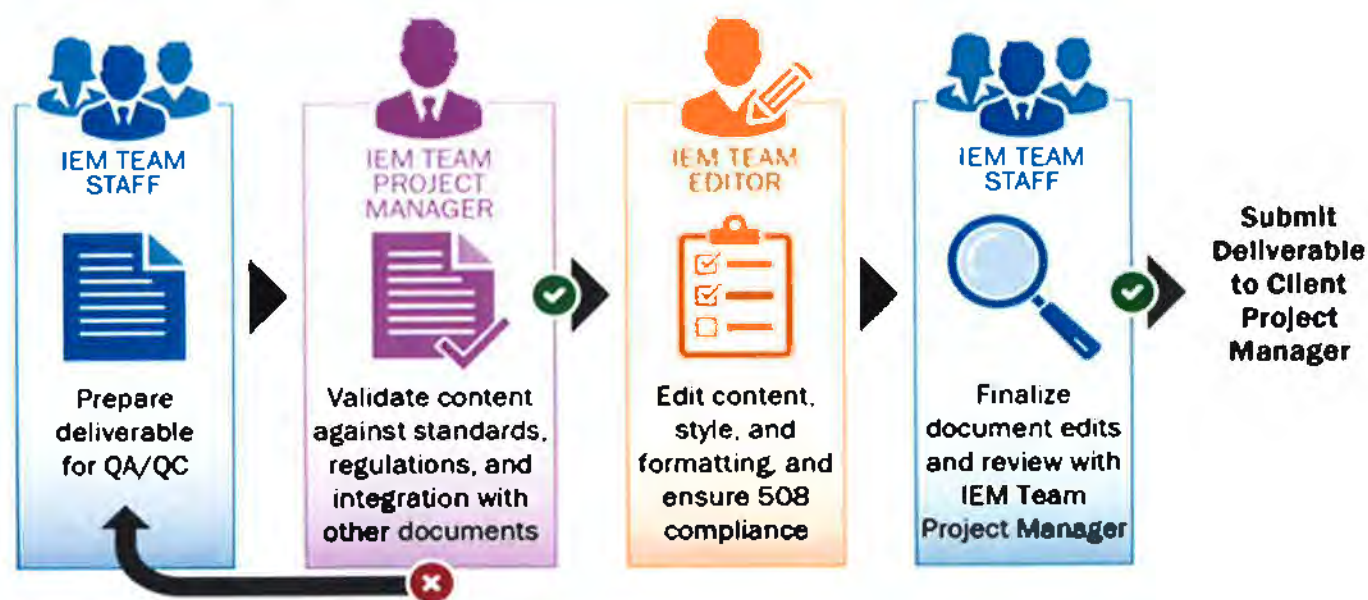
Ultimately this effort will involve many authors and experts providing contributions to a single integrated mitigation plan. As such, effective coordination and version control are key. IEM proposes using a SharePoint portal site for managing all documents and information and as an accessible repository for stakeholders to provide feedback and access information. We have implemented the portal approach on similar projects and have consistently seen its value.

#### QUALITY ASSURANCE AND QUALITY CONTROL (QA/QC)

IEM uses a four-step approach to monitoring. The client expects nothing less than error-free final deliverables; a quality control sampling scheme does not guarantee the desired quality is met. The review process, illustrated in Figure 3 and described in the following paragraphs, enables IEM to provide quality products to clients. We apply it efficiently because it is a part of all our projects and relies on the familiarity of all parties with upcoming deadlines, milestones, and project requirements. Our clients in local, state, and federal emergency management organizations routinely turn to us for review and editing tasks with tight deadlines because we have exhibited competency and dependability over the years.

Quality starts with our staff doing the work and producing deliverables. They know what the company's expectations are and their own expectations for what constitutes a professional product are high, because many of them have served in public emergency management leadership roles before. With a team effort in producing the deliverable, one person has primary responsibility for pulling it all together and providing the initial check as the entry point into the process described above. For this project, that is Mrs. Nancy Freeman.

**Figure 3: QA/QC Process. IEM's process ensures that deliverables meet client requirements**



Each project is assigned an experienced Program Manager responsible for all components of the project. In this case, Ms. Hascall, will serve this role. She has ultimate responsibility for ensuring deliverables meet IEM's high-quality standards before any work is delivered to the client. The Project Manager examines deliverables at this stage of the process to see if a deliverable is complete. In other words, making sure the content and format meets the goals and objectives of the project, contractual requirements, as well as the intentions and needs of the client. If it does not meet those requirements, she will return it to the team member responsible with detailed instructions for corrective measures. If it is acceptable, it passes to the next step.

Next, IEM employs a dedicated unit of technical editors and document specialists, trained as both writers and editors with academic degrees specific to this type of work. Most importantly, they have experience editing emergency management-specific documents. They will complete a page-by-page edit of all documentation, correcting errors including grammar, spelling, and punctuation mistakes. They will ensure the document reflects a consistency with formatting and consistency throughout all documentation. They will return the document to the project team with edits marked and comments left if something needs clarification.

After edits are made, the Project Manager and Senior Planner will review each edit, ensuring that it maintains technical accuracy and addressing every comment left in the document.

Finally, the Program Manager Ms. Hascall will do a final review, keeping in mind the requirements and the broader context of the project. This time, the review is more focused on ensuring the deliverable constitutes professional work product. Final edits and revisions will be made, and then the document is transmitted to the client. This process operates seamlessly and is built into all of IEM's approaches and timelines so there is no missing of deliverables or project target dates.

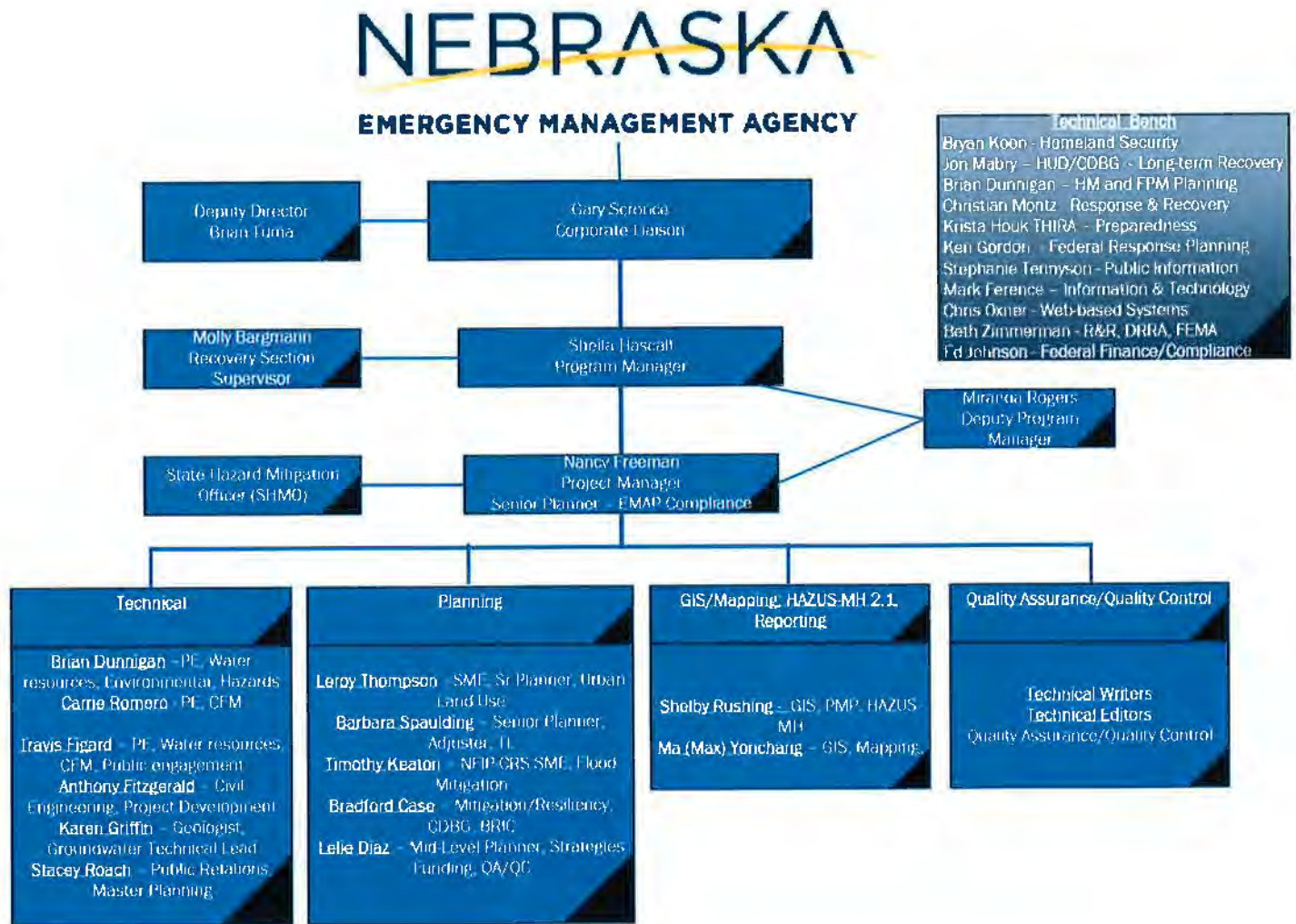


### 2.8.2 PROPOSED STAFF

To support the needs of the State of Nebraska, IEM has partnered with Olsson, Inc, a firm with broad expertise in providing pre-disaster mitigation (PDM), planning, benefit cost analysis (BCA), community outreach. The firm is renowned for its work both statewide and throughout the country in floodplain mapping and modeling. Olsson’s team of Professional Engineers and Certified Floodplain Managers (CFM) will, collectively with the knowledge and skills of IEM’s own CFM, Tim Keaton, will enable NEMA develop a proactive mitigation strategy against flooding, including stormwater management and have great collaboration with NEMA’s sister agency the Nebraska NRD.

The seamless team of IEM and Olsson provides a cadre of well-rounded, qualified experts who collectively bring to the table the technical expertise and community relations skills needed to develop and deliver a FEMA-approved State Hazard Mitigation plan. The figure below provides an overview of the proposed management structure and work team for the project.

**Figure 4: Project Team Organizational Chart**



IEM will provide two senior managers to ensure that NEMA’s needs are supported at every level of the organization, from the leadership team to those working onsite in Lincoln and statewide. Bryan Koon, Vice President of International Homeland Security and Emergency Management, and Gary Scronce, Director of Preparedness Programs,

will ensure that the full resources of IEM and its subcontractor are brought to bear in project support. IEM also has a Deep Bench of Subject Matter Experts available to assist IEM, Olsson and NEMA throughout the planning process. IEM's Mitigation Programs Manager, Sheila Hascall, will serve as the Program Manager, with Miranda Rogers (a Lincoln resident) as her Deputy Program Manager. The IEM liaison to NEMA and Nancy Freeman will serve as the Project Manager/Senior Planner & EMAP Compliance. Ms. Hascall will also coordinate with Olsson.

## TEAM LEADERSHIP

In addition to the program leadership discussed above, the IEM-Olsson team's knowledge and experience does not stop there. Three staff – Sheila Hascall, Tim Keaton, and Leroy Thompson – are former State Hazard Mitigation Officers who worked, respectively, in Nebraska, West Virginia, and Florida. They were responsible for ensuring that all mitigation programs in their states adhered to state and federal requirements. As previously mentioned, Ms. Hascall will serve as IEM Program Manager and main point of contact for the Nebraska planning process. In this capacity, she will oversee contract management, administrative coordination with NEMA, and project management. This oversight will ensure that the work plan, tasks and schedule are moving forward in a timely fashion, and to make certain that the work product meets all FEMA requirements and EMAP criteria.

Senior Mitigation Planner Nancy Freeman is a longtime emergency management and mitigation professional whose experience includes tenure as program coordinator for the University of North Florida Center for Local Government Administration. In that capacity, she coordinated one of the first comprehensive mitigation planning efforts for the City of Jacksonville/ Duval County, FL. In addition, she managed work on the New York State 2014 and 201 Hazard Mitigation with a strategy for enhanced status. Ms. Freeman will serve as the lead Senior Planner for the project and will be responsible for all the technical aspects of the project.

The team is fortunate to have as its primary liaison with Olsson, Brian Dunnigan, who is a former Director of the Nebraska Department of Natural Resources. In this capacity Mr. Dunnigan served as the co-chair of the Governor's Disaster Recovery Task Force from 2008-2014. This group was responsible for setting the state's hazard mitigation priorities. It also reviewed projects submitted under the Hazard Mitigation Grant Program, prioritized those projects, and made recommended for project funding. Mr. Dunnigan served on the task force from its 1994 inception through 2008.

## INTERFACE AND SUPPORT FUNCTIONS

The Mitigation Program Manager, Ms. Hascall, will be the point of contact for all administrative functions of the project, which will include contract management, administrative coordination with NEMA and project oversight. The Project Manager, Ms. Freeman, will coordinate directly with the NEMA point of contact to ensure that the work plan, tasks and schedule are moving forward on time and that the work product is meeting all FEMA requirements and EMAP criteria. In addition, the Project Manager, Ms. Hascall, will direct and synchronize work tasks and assignments with project team members. All IEM-Olsson personnel are adept at in on task in focused productivity that emphasizes cooperative efforts that foster client-focused success.

Ms. Freeman will be supported by IEM and Olsson staff. The IEM staff will include Bradford Case, Barbara Spaulding, Leroy Thompson, Tim Keaton, Leslie Diaz and Miranda Rodgers. The Olsson staff will include Brian Dunnigan, Carrie Romero, Travis Figard, Karen Griffin, Anthony Fitzgerald and Stacy Roach. Both IEM and Olsson Associates have extensive experience in all phases of mitigation program management, including pre-disaster mitigation (PDM) planning, benefit cost analysis (BCA), community outreach, and Federal Emergency Management Agency (FEMA) floodplain mapping and modeling throughout the US. The organizational chart above shows how IEM will interface with NEMA, and how IEM and Olsson together will support the SHMP Update.

Appendix B includes a list of team members with their experience to which the State of Nebraska will avail itself in developing the 2019 SHMP Update.



## REPORTING RELATIONSHIPS

Past projects have confirmed the successful organizational structure of the IEM-Olsson Team members, emphasizing effective reporting relationships consistent with an efficient span of control. Each IEM-Olsson team member reports to the Project Manager as the central point of project coordination. The Project Team has frequent group meetings, including a mandatory weekly team meeting and others as needed to ensure close coordination of assigned tasks. The Project Manager will provide weekly (or as requested) updates to the NEMA project point of contact to provide updates related to task status, progress, and issues or concerns.

## WORK ASSIGNMENTS

The seamless team of IEM and Olsson is a cadre of well-rounded, qualified experts who collectively bring to the project technical expertise and community relations skills needed to develop and deliver a **FEMA-approved Hazard Mitigation Plan**. The following table provides a matrix of contractor and subcontractor team members who will support NEMA on the SHMP update and plan maintenance.

Table 3: Project Staffing Table

Tasks, Sub-Tasks and Capabilities			Task						Additional Sub-Tasks								
			1 - Program Management	2 - Planning Process/Meetings/Outreach	3 - Risk Assessment	4 - Assist in the development of Mitigation Strategy	5 - Finalize the State Plan and Plan Maintenance	6 - Final Draft	a - Document Stakeholder Participation	b - Review local hazards within the state and incorporate data as deemed necessary by NEMA	c - Incorporate other plans/studies into HMP and update as directed by NEMA	d - HMP will be updated to include relevant information from recent disaster events	e - Identify milestones for project completion and submit for review and approval by NEMA	f - Provide technical assistance to ensure HMP is consistent with new Federal, State and Local laws policies or regulations	g - Provide technical assistance to facilitate planning process with external Stakeholders and NEMA		
Principal Staff	Title	Availability															
Sheila Hascall	Program Manager	75%	x	x	x	x	x	x	x	x	x	x	x	x	x		
Miranda Rogers	Deputy Program Manager/Mid Planner/BCA	50%	x	x	x	x	x	x	x	x	x	x	x	x	x		
Nancy Freeman	Project Manager/Sr Planner/EMAP Compliance	100%	x	x	x	x	x	x	x	x	x	x	x	x	x		
Tim Keaton	Flood Mitigation Planner, CFM NFIP-CRS SME	100%		x	x	x	x	x		x	x	x	x	x			
Barbara Spaulding	Senior Planner; Adjuster/Project Development	100%		x	x	x	x	x	x	x	x	x	x	x	x		
Leroy Thompson	Senior Planner SME Urban Land Use	75%		x	x	x	x	x		x	x	x	x	x			
Bradford Case	Mid Planner/Mitigation Resiliency	75%		x	x	x	x	x		x	x	x	x	x			
Leslie Diaz	Mid-Level Planner, Strategies Funding, QA/QC	80%		x	x	x	x	x		x	x	x	x	x			
Carrie Romero	Local and Technical Liaison	80%	x	x	x	x	x	x	x	x	x	x	x	x	x		
Brian Dunnigan	Planner/Project Specialist	60%	x	x	x	x	x	x	x	x	x	x	x	x	x		
Travis Figard	Mid Planner/Project Specialist	100%		x	x	x	x	x		x	x	x	x	x	x		
Karen Griffin	Water Resources Specialist	100%		x	x	x	x	x		x	x	x	x	x	x		
Stacey Roach	Master Planning/Community Engagement	78%		x	x	x	x	x	x	x	x	x	x		x		
Anthony Fitzgerald	General Civil Engineering	100%		x	x	x	x	x	x	x	x	x	x	x	x		
Shelby Rushing	GIS SME, HAZUS, Flood Modeling	30%			x					x		x					
Ma (Max) Yongchang	GIS SME, Mapping and Reports	70%			x					x		x					

### 2.8.3 RESUMES

Resumes for all staff working on the project are included along with the staffing table presented in this section. Each resume includes project-specific experience, academic background, ongoing professional development, and the requested three professional references.



# Bradford Case

14 Total Years of Experience

## Mitigation/Resiliency Planner

Mr. Case managed and oversaw programmatic compliance of FEMA disaster and non-disaster mitigation programs, including HMGP, FMA, PDM, and the former Severe Repetitive Loss program.

### EXPERTISE

- Hazard Mitigation
- Compliance
- Pre-Disaster Mitigation
- Flood Mitigation Assistance
- HMGP
- NFIP
- CDBG-DR
- CDBG-MIT
- Global Match
- Acquisition/Demolition and Relocation project management.

### EDUCATION

B.A., Economics | University of Alabama, 2005

B.A., Public Administration | Auburn, 2005

### CERTIFICATIONS

- Certified Floodplain Manager (CFM)
- NIMS ICS
- FEMA BCA training

### PROFESSIONAL QUALIFICATIONS

Mr. Case is a FEMA and State Program expert with 14 years of broad experience in all FEMA Hazard Mitigation Programs. He specializes in HMGP, Pre-Disaster Mitigation, Flood Mitigation Assistance, Section 404 Mitigation, Benefit-Cost Analysis, Mitigation Planning, Floodplain Management Regulations, Environmental Regulations, and Historic Preservation Regulations. Mr. Case managed and oversaw programmatic compliance of all of FEMA's disaster-based and non-disaster mitigation programs, including HMGP, FMA, PDM, and the former Severe Repetitive Loss program (SRL). He served as Point of Contact (POC) for all HMA projects involving multiple sub-grantees.

### RELEVANT EXPERIENCE

#### MITIGATION/RESILIENCY SPECIALIST - IEM INC. DECEMBER 2013 - PRESENT

Provide subject matter expertise to state and local jurisdictions regarding existing and new policies and regulations that pertain to Hazard Mitigation, CDBG-DR, CDBG-MIT, BRIC and Resiliency projects.

Provide Global Match expertise for Grants to leverage federal funds.

#### Hazard mitigation specialist, New York Division of Homeland Security & Emergency services, IEM, 2017-2019

Project specialist for Hurricane Sandy HMGP projects. Served as the State's POC for project management and program compliance the implementation of each project.

Worked with subrecipients, including municipalities, counties, hospitals, utilities, infrastructure agencies, the NYC Housing Authority, NYC Department of Education, NYC Mayor's office and OEM.

Projects include:

- \$518m NYS DOT Resiliency Upgrades to Scour Critical / Flood Prone Bridges
- Including Bridge Replacement, expansion and hardening
- \$49.5m New York City Housing Community Center Hardening
- \$14.5m Richmond University Medical Center Wind retrofit/mitigation
- \$6.2m Richmond University Medical Center
- \$35m Acquisition/Demolition project

- Acquisition and demolition of 95 residential properties
- Utilizing \$35 million of CDBG-DR funds under the Global Match Strategy for 8 Federally declared Disasters in New York

Additional project types include emergency generators, drainage, Wastewater Treatment plant construction, Residential wastewater / sewer project and microgrids (Power)

#### **Director of Hazard Mitigation, City of New Orleans New Orleans, 2008-2016**

Provided project implementation and administration of all FEMA mitigation grants awarded to the City (current: HMGP, SRL, and FMA; past: PDM and PPGP) with a FY 2015 budget of approximately \$60 million.

Led the update, adoption, and implementation of the 2010 and 2015 updates of the Orleans Parish Hazard Mitigation Plan and incorporated the plan into all City policies, including the sustainability and resilience elements of the City's first-ever Master Plan.

Led mitigation project development and reviewed projects for program compliance and eligibility; projects included more than 50 structures within National Registered Historic Districts, which required negotiation, execution, and amendments to a Memorandum of Agreement (MOA) between all affected parties. This MOA, which required meticulous oversight throughout the life of the projects, ensured the minimization of adverse effects to these historic districts and enumerated the steps taken by all parties to offset these effects when not otherwise avoidable.

Provided guidance to residents, property owners, and elected officials regarding the Flood Insurance Rate Map update process, and interpreted and communicated the effects and implications, both real and perceived, of legislative reforms to the National Flood Insurance Program (NFIP) and Federal Flood Risk Management Standard.

#### **Floodplain Development Coordinator, Town of Fort Myers Beach FL, 2007-2008**

Enforced floodplain regulations for all development in the Town to ensure compliance with the NFIP and local Commercial Design Standards.

Coordinated the Town's participation in the Community Rating System. Administered structure elevation grants through FEMA's FMA and HMGP grant programs.

## REFERENCES

#	Name	Address	Telephone Number
1.	Aaron Miller, City of New Orleans, Homeland Security Director (former)	Public Safety Communications & Emergency Management 1400 N Uhle St, Suite 300 Arlington, VA 22201 <a href="mailto:almiller@arlingtonva.us">almiller@arlingtonva.us</a>	703-228-3464
2.	Gene Booth, Cumberland County, NC, Emergency Services Coordinator	Law Enforcement Center 131 Dick Street Fayetteville, NC 28301 <a href="mailto:wbooth@co.cumberland.nc.us">wbooth@co.cumberland.nc.us</a>	910-321-6736
3.	Jerry Murphy, Town of Fort Myers Beach, Community Development Director (former)	County Center, 22 <sup>nd</sup> Floor 601 Kennedy Boulevard Tampa, FL 33602 University of Florida College of Design, Construction and Planning Office: 331 ARCH Gainesville, FL 32601 <a href="mailto:murphyge@dcp.ufl.edu">murphyge@dcp.ufl.edu</a>	239-332-8510



# Leslie Diaz

## Planner/Mid-level

12 Total Years of Experience

### Strategies and funding

Ms. Diaz has 12 years of experience in Disaster Recovery. Performing Public Assistance, Individual Assistance, and Hazard Mitigation Programs .

#### EXPERTISE

- Hazard Mitigation
- Public Assistance
- Individual Assistance
- Community Development Block Grant-Disaster Recovery (CDBG-DR)
- Regulatory Compliance

#### EDUCATION

B.A. Psychology | Tulane University, 1991

#### CERTIFICATIONS

- PA Program IS-0634
- Benefit Cost Analysis
- Civil Rights and FEMA IS-00021.15
- Hurricane Mitigation IS-00321
- Improving Preparedness and Resilience-Private & Public Partnerships IS-662
- Hazard Mitigation 406
- Hazard Mitigation 404
- HR for Supervisors
- Hazardous Materials
- Information Security...
- CDBG

#### PROFESSIONAL QUALIFICATIONS

Ms. Diaz has led teams, provided subject matter expertise and innovative program solutions and determined Community Development Block Grant-Disaster Recovery (CDBG-DR) eligibility throughout her 12 years of experience in Disaster Recovery. Ms. Diaz has also supported several organizations in responding to substantial emergencies, including Hurricanes Katrina, Maria, Harvey and Superstorm Sandy.

#### RELEVANT EXPERIENCE

##### **PUBLIC ASSISTANCE PROJECT MANAGER/TASK LEAD, IEM, HUSTON TEXAS, 2018-PRESENT**

Managed a team of four Subject Matter Experts and 16 Data Analysts.

Provided direction on recovery grant processes in accordance with the Stafford Disaster Recovery and Emergency Assistance (EA) Acts, and Public Assistance (PA) regulations, laws, and policies through coordination with the City of Houston.

Assisted in the assessment of recent events, collaborated and developed proposed mitigation strategies for the City.

Provided guidance and training regarding PA policies and procedures to staff.

Prepared project management reports and invoices monthly to submit to the client.

Developed and reviewed project worksheets (PW), scopes of work, and descriptions of damages and dimensions for Categories A-G projects.

Created a PROJECT WORKSHEET (PW) review process and checklist tool for staff.

Incorporated Mitigation projects/activities into scopes of work

Assisted and developed 428 (PAAP) projects for municipalities

Tracked and reported on all PA projects to ensure contract compliance.

Managed scheduling and approves timesheets and expenses.

##### **PUBLIC ASSISTANCE PROJECT EXECUTIVE, AER, 2018**

Tasked to provide subject matter expertise for Public Assistance Alternative Projects - 428 projects through coordination with various municipalities and PNP organizations (churches).

Implemented evacuation standards and developed a plan to ensure an easy transition for off-site operations during business disruptions.

Managed operations and coordination between all functional areas and teams, 15 Project Specialists, and three Subject Matter Experts, both onsite and remote.

Represented sub-grantees in meetings with the State, FEMA, and local officials.

Delivered PAAP- Section 428 Guide for permanent work.

Developed and reviewed PWs, scope of work, description of damages and dimensions, and cost estimates for Categories A, B, C, E, and G.

Facilitated applications for Public Assistance funds.

Established and conducted site visits to inspect sites for damage.

Tracked and reported on all PA projects to ensure contract compliance.

Reviewed consultant's timesheets and expenses for accuracy and completeness.

Ensured that consultants had adequate tools/equipment, lodging, transportation, and other support services.

#### **MITIGATION SPECIALIST, NEW YORK STATE DIVISION OF HOMELAND SECURITY & EMERGENCY SERVICES (DHSES) – ALBANY NY (2015 TO 2018)**

Developed and implemented HMPG 404 Applicants through coordination with New York State Division of Homeland Security & Emergency Services for Superstorm Sandy.

Assisted with the development and submittal of complete sub-applicants in excess of \$2 Billion to FEMA

Managed Sewer/Coastal Resiliency Initiative projects (\$388M), and the NYS DOT Bridge replacement project (\$518M).

Developed and managed acquisition/demolition implementation of Long Island/Staten Island Properties in excess of \$250M to be utilized as Global Match.

Assisted with the development of New York City Housing Authority 404 HMGP and 428 PAAP projects (PA & HMGP) to ensure compliance for both programs.

Utilized aggregated damages to quantify benefits to prove cost effectiveness for a "universal" solution impacting multiple communities (over \$200M including both 404 & 428).

Reviewed eligibility of, and processed reimbursement requests.

Participated in the Asset inventory for state infrastructure which was included in the roadmap in the 2014 Standard State Mitigation Plan.

#### **ELIGIBILITY MANAGER, COHN REZNICK, 2014-2015**

Provided direction on recovery grant processes in accordance with the Stafford Disaster Recovery and Emergency Assistance (EA) Acts, Community Development Block Grant Disaster Recovery (CDBG- DR/HUD) regulations, and Public Assistance (PA) Regulations, Laws, and Policies through coordination with New York Governor's Office of Storm Recovery (GOSR) for New York State's PA Global Match Program.

Evaluated Superstorm Sandy, Hurricane Irene, and Tropical Storm Lee projects to determine eligibility to utilize CDBG-DR funds to pay the required non-federal match for FEMA PA, HMGP 406.

Executed compliance (environmental, federal, state, and local) reviews of FEMA PWs, CDBG-DR checklists and Cost Documents to determine if activities and costs qualify for HUD/CDBG funding for the non-Federal share/Global Match.

**MITIGATION SPECIALIST, NEW YORK STATE DIVISION OF HOMELAND SECURITY & EMERGENCY SERVICES (DHSES) – ALBANY NY (2013 TO 2014)**

Tasked to generate a thorough representation of all HMGP 404 applications through coordination with NY DHSES.

Accomplished the finalization of applicant packages that were submitted to FEMA.

Completed application eligibility evaluations.

Provided initial completeness reviews of FEMA checklists.

Reviewed all forms and supporting information to assure 404 -compliance.

Assisted in the expedited State Plan update November and December of 2013

**HMGP REGIONAL SPECIALIST, HAMMERMAN & GAINER, 2013**

Provided oversight of the recovery grant processes in accordance with the Stafford DR and EA Act and Hazard Mitigation Assistance Unified Guidance regulations through coordination with the State of New Jersey Department of Community Affairs (DCA).

Managed and provided guidance on CDBG-DR implementation for the New Jersey Stronger HMGP Elevation Program and delivered leadership in the development of the program.

Created HMGP Elevation Program policies for implementation.

Developed standard operating procedure, talking points, checklists, etc. as tools for staff.

Supported nine Housing Recovery Centers and acted as a liaison between the program and DCA.

Developed and presented training to staff.

Enacted various official program documents to notify applicants of determinations.

## REFERENCES

#	Name	Address	Telephone Number
1.	Bethany Fields (Project Manager, Cohn Reznick) PA Global Match Program	<a href="mailto:Bethany@FPSCLLC.com">Bethany@FPSCLLC.com</a>	318-416-6064
2.	Kristin Rhodes Sceau (Deputy Director, Shaw Group), HMGP	<a href="mailto:KRSceau@gmail.com">KRSceau@gmail.com</a>	504-371-2533
3.	Cyndi Nguyen (Program Manager, Quadel Housing), Louisiana Road Home Program	<a href="mailto:cyndiNguyen1970@gmail.com">cyndiNguyen1970@gmail.com</a>	504-4158-4905



# Sheila Hascall

12 Total Years of Experience

## Program Manager

Ms. Hascall is a Subject Matter expert in HMA programs, has Senior level experience in developing Local Mitigation Plans, Flood Mitigation Plans and Standard State Mitigation Plans with enhanced plan strategies

### EXPERTISE

- Disaster Response & Recovery
- Hazard Mitigation Assistance (HMA)
  - HMGP, FMA, PDM, RL, SRL, PDM, BRIC
- Emergency Services
- Grant Management
- Project Management
- Public Assistance (PA)
- Individual Assistance (IA)
- Mitigation Planning
- Global Match
- CDBG (DR, ED, MIT)
- Benefit Cost Analysis (BCA) SME

### EDUCATION

A.A.S., Computer Science (Programming and Robotics) |

### CERTIFICATIONS & TRAINING

- Professional Development Series,
- NIMS
- NEMIS (3)
- eGrants (3)
- EMMIE (4)
- Grants Portal (2) Grants Management (1)
- NIS Basic & Procurement training
- 300+ Certificates for Emergency Management, HMA, FMA, RL, SRL, PDM programs, Preparedness

### PROFESSIONAL QUALIFICATIONS

Ms. Hascall is a response and recovery Subject Matter Expert (SME) with over 12 years of experience in planning, developing and implementing PA, HMA, Global Match, Flood Mitigation Assistance (FMA), and individual assistance/household (IA/IHP). She Developed and implemented the Global Match strategy for the State of New York, whereby the State used CDBG-DR-funded projects, State Revolving funds (EPA/NY SRF), USACE funds and State grants as a global match for Hazard Mitigation infrastructure grants, allowing the State to secure over \$450 million in match funds to leverage \$1.495 billion in FEMA funds for Hurricane Sandy alone. Ms. Hascall managed Hazard Mitigation Assistance programs for 24 federally declared disasters in Nebraska, New York and Louisiana.

### RELEVANT EXPERIENCE

#### MANAGER OF MITIGATION PROGRAMS - IEM INC. DECEMBER 2013 - PRESENT

Management/Administration of complex federal HMA and PA programs throughout the US for state and local agencies. Ensuring financial integrity and reduction of financial risk to state agencies as the grant fiduciary, while providing direct supervision of professional staff in varying levels of technical expertise.

#### PROJECT MANAGER – GOVERNOR’S OFFICE OF HOMELAND SECURITY & EMERGENCY PREPAREDNESS (GOHSEP) – BATON ROUGE LA AUGUST 2016 - 2019

Project Manager for the Technical Assistance sub-contract, which provides qualified personnel familiar with all FEMA programs administered under the Stafford Act and National Flood Insurance Act (NFIA) (i.e., PA, HMA programs (HMGP, HM & PDM Planning), PDM, FMA, SRL, etc.). Duties include:

- Provide direct guidance on current and future federally declared recovery program operations, objectives, strategies, rules and regulations
- Supervision of ten (12) subordinate HMA, PA, and trade professionals deployed to Baton Rouge

## CERTIFICATIONS &amp; TRAINING

- Highlights relevant to Planning

- Mitigation series (26 certificates)
- Benefit Cost Analysis (BCA) (4 Certificates)
- Critical Infrastructure Security and Resilience (17 Certificates)
- Increased Cost of Compliance (ICC) Certification
- FEMA Mapping Changes Certification
- Hazard Mitigation Floodplain Certification
- Management in Disaster Operations Certification
- Coastal Barrier Resources Act Certification
- Animals in Disasters: Awareness & Preparedness
- Mitigation Planning for Local and Tribal Communities
- Plan review for local mitigation plans
- State Hazard Mitigation Planning
- Building Partnerships with Tribal Governments
- Grant Administration decisions for Tribal Governments
- Train the Trainer

**PROGRAM MANAGER & GRANT MANAGER FOR HURRICANE SANDY (DR-4085), NEW YORK STATE DIVISION OF HOMELAND SECURITY & EMERGENCY SERVICES (DHSES) – ALBANY NY (OCTOBER 2013 TO AUGUST 2019):**

- Grant Manager for DR-4085 Hurricane Sandy FEMA HMGP (\$1.495 billion) on behalf of New York State Division of Homeland Security and Emergency Services.
- Technical Advisor to DHSES on Federal Policy and Regulations
- Developed the Task Management Plan (**TMP**) to identify key stakeholders, risks, and vulnerabilities, which outlined the implementation and coordination of HMA and PA programs for DR-4085. This plan outlined the program strategy which enabled professional personnel and communities to implement short and long-term hazard mitigation and recovery measures
- Assisted the state in assessing and **developing Mitigation Strategies** from Hurricane Sandy and subsequent disasters
- Direct supervision of up to forty-four (44) subordinate HMA and PA professionals beginning October 2013 and implemented span of control **right-sizing teams** from 160 specialists down to a total of seven (7) professionals
- Provided technical advice to New York executives regarding to federal state and local rules, regulations, policies and laws for current and future disasters
- Directed and assisted in the application development and application review of over 2,500 applications in excess of \$5.8 billion and submitted over 1,200 sub-grant applications to FEMA Region II for potential funding
- Implemented processes and strategies to coordinate over \$450 million in complex Global Match funds (supplemental funds) and projects which entailed 1,181 property acquisitions over seven (8) disaster grants
- Assisted in the **2014 expedited and 2019 New York State Standard Hazard Mitigation plan** updates establishing **state mitigation strategies**, actions for local municipalities and provided technical assistance to the state planning supervisor which assisted the state and communities to implement long-term hazard mitigations measures resulting from natural or manmade disasters
- Assisted in the management and development of the **Herkimer County Multi-Jurisdictional Multi-Hazard Mitigation** plan from 2016-2018. Assisting the County to recover from lack of deliverables from the previously procured Contracting Firm.

**STATE HAZARD MITIGATION OFFICER (SHMO), NEBRASKA EMERGENCY MANAGEMENT AGENCY (NEMA), 2009-2013**

Managed and implemented the Hazard Mitigation Assistance (HMA) programs for the State from federal declaration to programmatic grant closeout.

- Developed and updated the Mitigation **Admin plans** for disasters 1674 (2006/2007) through DR-4014 (2013) Which included major policy and regulation changes, EMAP accreditation information and updated the format to serve as a policy and procedure document.
- Organized and implemented annual maintenance of the **State's Standard Hazard Mitigation Plan** beginning 2009, Lead the 2011 & 2014 **State Standard Hazard Mitigation Plan update**, coordinating efforts from state agencies. Activities performed during plan annual maintenance included but is not limited to, incorporating

information from the local approved mitigation plans, the annual Hazard Identification Risk Assessments (**HIRAs**) from 93 Counties, the Threat and Hazard Identification and Risk Assessment (**THIRAs**) (in partnership with NEMA agency divisions) and worked with Nebraska Public Power Districts (Quasi State Agencies) in developing/updating Hazard Mitigation Plans to submit as appendices to the State Mitigation Plan, and obtained FEMA Region VII approval

- Mentored planning teams with identifying and recommending program priorities and activities, which resulted in viable actionable mitigation projects through workshops.
- Reviewed all Multi-Jurisdictional (+ 1 local) Multi-Hazard Mitigation plans throughout the state, performed reviews with the FEMA crosswalk then the FEMA Plan review tool. Providing valuable input for the mitigation plans prior to submittal to FEMA for approval.
- Performed applicant briefings, mitigation workshops and training courses, including but not limited to :
  - L-212/242 - UHMA Grant Assistance Application Development Course
  - G-318 - Mitigation Planning for Local Governments
  - Safe room Project Development Workshop
  - E-276 - Benefit-Cost Analysis (Entry Level)
  - E-214 - Hazard Mitigation Assistance Project Implementation and Programmatic Closeout
- Developed, obtained state approval and implemented the Nebraska Residential Safe Room Handbook, resulting in 49 residential safe rooms to be funded under the 404 HMGP.

## REFERENCES

#	Name	Address	Telephone Number
1.	Rick Lord (FEMA Recovery Specialist EM) NY State Parks Division Headquarters	625 Broadway 2 <sup>nd</sup> Floor, Albany, NY. 12238 <a href="mailto:Rick.Lord@parks.ny.gov">Rick.Lord@parks.ny.gov</a>	518-248-5583
2.	Heather Roiter (Executive Director of Hazard Mitigation and Recovery) NYC Emergency Management	165 Cadman Plaza East, New York, NY. 11201 <a href="mailto:hroiter@oem.nyc.gov">hroiter@oem.nyc.gov</a>	718-422-8906
3.	Marlene White (SHMO/Director of Mitigation) NYS Division of Homeland Security Emergency Services	1220 Washington Ave, Bldg. 7A 4 <sup>th</sup> Floor, Albany, NY 12242 <a href="mailto:Marlene.white@dhses.ny.gov">Marlene.white@dhses.ny.gov</a>	518-292-2375



# Timothy Keaton, CFM

18

Total Years of Experience

## Flood Mitigation Lead/NIFP-CRS Specialist

Mr. Keaton has over 18 years of experience working in the National Flood Insurance Program and HMA Grant programs

### EXPERTISE

- Federal NFIP Regulations
- Hazard Mitigation Assistance Programs
- State and Local Stakeholder Integration

### CERTIFICATIONS

- Certified Floodplain Manager 2004 - Present
- Managing Floodplain Development through the NFIP
- Advance Floodplain Concepts, I, II, III
- Floodplain Management, Train the Trainer
- Higher Standards in Floodplain Management
- Substantial Damage Calculator
- Intro to Benefit Cost Analysis
- Community Rating System
- Hazard Mitigation Assistance Programs)
- NIMS ICS

### PROFESSIONAL QUALIFICATIONS

Mr. Keaton is a technical expert with 18 years of experience in implementing and enforcing the requirements of the National Flood Insurance Program. Throughout his tenure with State and local governments, he has worked with the Federal Emergency Management Agency (FEMA) and has accomplished full performance level work as the West Virginia (WV) Assistant National Flood Insurance Program Coordinator, West Virginia State Hazard Mitigation Officer and local Planning and Permitting officer. During Presidentially Declared Disaster events his duties expanded to include response and recovery responsibilities consistent with the Incident Command.

### RELEVANT EXPERIENCE

#### HMA/FLOODPLAIN MANAGEMENT SPECIALIST, -IEM INC, JUNE 2019–PRESENT

Floodplain Management SME/Flood Mitigation SME

Working HMA programs and as subject matter expert for the floodplain management area.

Works with communities across the country with their floodplain management and mitigation activities in order to simplify the process and build more resilient communities across the nation.

Implements processes and strategies to coordinate nearly \$400 million in Global Match funds and projects.

#### SPECIALIST/ASSISTANT STATE NFIP COORDINATOR, WEST VIRGINIA DIVISION OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT (WVDHSEM), 2018-2019

Implemented Risk Map Program for state of West Virginia.

Promoted NFIP participation by enrolling and maintaining participants in the NFIP encouraging advanced floodplain management and land-use practices.

Promoted NFIP through certification and education as an approved local course instructor and proctor of the CFM exam for ASFPM.

#### PLANNER/FLOODPLAIN MANAGER/MITIGATION OFFICER, PUTNAM COUNTY OFFICE OF PLANNING AND INFRASTRUCTURE, 2015-2018

Coordinated enforcement for county-wide floodplain permitting and outreach.

Reviewed subdivision, commercial and industrial business development applications and submitted findings for approval. Completion of a NFIP Community Rating System (CRS) program application. Development, implementation and close-out of two HMGP applications

Developed State Flood mitigation plan and provided technical assistance to local flood mitigation plans throughout the state.

#### **ADMINISTRATOR, CABELL COUNTY OFFICE OF GRANTS, PLANNING & PERMITS, 2013-2015**

Developed and maintained the County's Comprehensive Development and Land-use Plan and supervised the County's Natural Hazard Mitigation Plan.

Oversaw all grants sought be and awarded to the Cabell County Government.

Managed a large staff of Permit Officers, Community Planners, Field Investigators and Budget & Accounting Specialists.

#### **WVDHSEM, 2001-2013**

##### **STATE HAZARD MITIGATION OFFICER, 2009-2013**

Managed the State's hazard mitigation and risk minimization efforts ensuring that the Hazard Mitigation Assistance Grants under FEMA were properly administered. Administered the update of the State All Hazard Mitigation Plan and changed the 55 Multi-Jurisdictional Hazard Mitigation Plans into 10 District Plans, worked with the Regional Planning and Development Offices on the updates.

Conducted complex analysis of primary, secondary and tertiary risks insuring environmental quality, economic vitality and eco-system management were considered along with traditional factors of life, safety and property protection.

Participated in joint FEMA/State/Other Federal & Voluntary Agencies efforts using the Incident Command System, to develop a comprehensive situational awareness of disasters and their effects. These special service opportunities resulted in Federal HMA awards in excess of \$20M.

##### **ASSISTANT NFIP COORDINATOR, 2003-2009**

Reported to the State NFIP Coordinator and was primarily responsible for providing technical assistance to West Virginia's 214 Municipals and 55 County's. This work included all aspects of NFIP participation from enrolling and maintaining participation in the NFIP to engage in advanced floodplain management and land-use practices whenever possible.

Worked closely with FEMA and several Cooperating Technical Partners to implement the Map Modernization Program throughout the state. This also included meetings with local officials and the public to present information about the effort and to build consensus among the various stakeholders who received updated FIRM / FIS products.

Was also responsible for coordinating with the West Virginia Chapter of the Association of State Floodplain Managers (ASFPM) to promote the NFIP through education and certification.

During disaster events, joined Hazard Mitigation Branch at the State / Federal Joint Field Office. This work included coordinating with Federal partner agencies, such as the US Army Corps of Engineers (USACE), the US Environmental Protection Agency (EPA), Natural Resource Conservation Service (NRCS) and the Department of Housing and Urban Development (HUD) to ensure floodplain management issues and assistance needs were managed.

Was responsible for implementing disaster-specific Incident Action / Support Planning to include incorporating NFIP Milestones into the Strategic Timeline; ensuring that strategic goals and tactical objectives for the State's HM program

are smoothly transitioned into work performance actions; provide program leadership on behalf of the state, to include working with FEMA to jointly develop innovative solutions to operational and functional problems; and leading the state HM staff in the undertaking of their responsibilities.

**CONTRACTOR, INDIVIDUAL ASSISTANCE, 2001-2003**

Was responsible for assisting individuals and families in completing and updating their application for FEMA assistance. This work also involved helping people understand disaster recovery process and making sure that they could follow an individualized self-recovery plan.

Provided hands on assistance to special needs population that was affected by the events.

**REFERENCES**

#	Name	Address	Telephone Number
1.	Elizabeth (Betsy) Ranson	P.O. Box 224, Kenna, WV 25248	(304) 532-2089
2.	Mr. Kevin Sneed, CFM	Coonskin Dr., Charleston, WV 25311	(304) 957-2571
3.	Mr. Chuck Grishaber, CFM	407 Virginia St, East, Charleston, WV 25301	(304) 356-0979



# Nancy Freeman

24

Total Years of Experience

## Project Manager

### EMAP Compliance – Sr. Planner

Mrs. Freeman over 24 years of experience in developing State and Local Hazard Mitigation Plans. Nancy Serves as a Subject Matter Expert for the EMAP commission and EMAP accreditation.

#### EXPERTISE

- State and Local Hazard Mitigation
- Local Emergency Management Program Director
- Emergency Management Accreditation Program (EMAP) Standards applied to State, Local, Federal Agency and International Emergency Management Programs

#### EDUCATION

Post-Graduate Program, Public History | University of North Florida  
 A.S., Design, & Technical Certificate, Historic Preservation | Florida State College at Jacksonville  
 B.S., Humanities/Education | Kansas State University

#### CERTIFICATIONS

- L449 Incident Command System Train-The-Trainer
- Homeland Security Exercise and Evaluation Program Train-The-Trainer

#### PROFESSIONAL QUALIFICATIONS

Mrs. Freeman is an Emergency Management professional with extensive experience serving three Florida counties, as well as a University-based Center providing emergency management/mitigation planning, research, training and technical assistance services. Responsibilities included direction of all aspects of all-hazard emergency management programs for preparedness, response, recovery and mitigation. In addition, Mrs. Freeman has more than 15 years' experience in application of Emergency Management Accreditation Program (EMAP) Standards to state, local, federal agency and international Emergency Management Programs.

#### RELEVANT EXPERIENCE

##### SENIOR PLANNER AND EMAP SME, IEM INC. 2013 - PRESENT

##### PROJECT LEAD, HERKIMER COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN, 2016-2017

Developed and wrote the new Local Hazard Mitigation Plan. Established planning process work plan and schedule.

Coordinated planning activities with stakeholders, facilitated all stakeholder meetings.

##### TECHNICAL LEAD/PROJECT MANAGER, STATE OF NEW YORK HAZARD MITIGATION PLAN, 2013-2014

Coordinated work plan and schedule for major State Hazard Mitigation Plan update.

Managed Project Team; developed mitigation planning tools, materials and presentations.

Presented stakeholder webinars.

Coordinated outreach to stakeholders and the public.

Developed the 2019 NYS State Standard Hazard Mitigation Plan with Enhanced Plan status milestones and strategy. This plan is fully digital, on line with real time data updates which includes (but is not limited to) local mitigation plan updates, natural and manmade events and updated strategies.



**CERTIFICATIONS**

- G-318 Mitigation Planning Workshop for Local Governments
- EMAP Assessor and Assessment Team Lead

**EMERGENCY MANAGEMENT CONSULTANT, JUNE 2009 – PRESENT**

State and Local Emergency Management programs including program management, planning, training, exercises.

**MITIGATION SUBJECT MATTER EXPERT, CITY OF ST. PAUL, MN, 2011 – 2012**

Developed work plan and schedule for Local Hazard Mitigation Plan update.

Planning assistance for planning process, development of planning tools for hazard

data collection and analysis, assessment of mitigation capabilities and progress in reducing risk related to hazards. Planning assistance for enhancing public participation. Provided Mitigation Planning training. Developed mitigation planning materials and presentations.

**MITIGATION SUBJECT MATTER EXPERT, CLAY COUNTY, FL, HAZARD MITIGATION PLAN, 2014 – 2015**

Provided review and analysis assistance for Local Hazard Mitigation Plan update to ensure consistency with 44 CFR Part 201.6 and compliance with the Emergency Management Accreditation Program (EMAP) Standard.

**CONSULTANT, NORTHEAST FLORIDA HEALTHCARE COALITION, 2014 – 2016**

Co-coordinator for development of organizational structure and documents for regional healthcare coalition for disaster preparedness, response and recovery.

Developed multi-year healthcare system risk assessment process, format and activities.

Developed regional healthcare system continuity plan for disasters.

**EMERGENCY MANAGEMENT FOR NASSAU COUNTY, FLORIDA, DIRECTOR, 2003 – 2009**

Directed County Emergency Management program, including all-hazards planning, preparedness, response, recovery and mitigation.

Administered Federal and State grant projects; project manager for construction of \$2.4 million Emergency Operations Center;

Directed response for six declared disasters.

**REFERENCES**

#	Name	Address	Telephone Number
1.	Rick Lord (Former State Historic Preservation Officer, New Yor	New York State Park Police 625 Broadway, 2 <sup>nd</sup> Floor, Albany, NY 12238	518-248-5583
2.	Corrina Cavallo, Mitigation Supervisor	Department of Homeland Security and Emergency Services, New York State 1220 Washington Ave. Building 7A, 4 <sup>th</sup> Floor Albany, NY 12242	518-292-1155
3.	Christine Jacobs, Assistance Director	Emergency Management Accreditation Program 201 Park Washington Court Falls Church, VA 22046	239-919-8843

# Miranda Rogers



Total Years of Experience

## Deputy Program Manager

Ms. Rogers is an HMA/BCA Expert with over 8 years of experience

### EXPERTISE

- 44 CFR Emergency Management and Assistance
- 2 CFR Grants and Agreements
- 36 CFR Part 800 Historical Preservation
- Robert T. Stafford Act and Emergency Assistance Act as amended
- Hazard Mitigation Grant Program Desk Reference
- FY2009 Unified HMA Guidance
- FY2010 Unified HMA Guidance
- FY2011 Unified HMA Guidance
- FY2013 Unified HMA Guidance
- FEMA 320 and 361 Safe Room Guidance
- State Statutes
- FEMA Benefit Cost Analysis program 4.8
- NEMIS – National Emergency Management Information System
- OMB Publications
- Community Development Block Grant (CDBG) Program

### EDUCATION

J.D. University of Nebraska  
College of Law, 2018  
B.A., Human Relations |

### PROFESSIONAL QUALIFICATIONS

Ms. Rogers is a HMGP Subject Matter Expert, who has provided grants management on multiple projects totaling over \$1 Billion as well as technical assistance to develop and submit over 2,500 proposed project applications compliant with federal laws and regulations within 4 months in New York. In addition, she has served Nebraska Emergency Management Agency as the Deputy to the State Hazard Mitigation Officer where she assisted in the development of Local All Hazards Mitigation Plans, Multi-Jurisdictional All Hazards Mitigation Plans, and Public Power District Hazard Mitigation Plan Updates as appendices to the Standard State Mitigation Plan.

### RELEVANT EXPERIENCE

#### TEAM LEAD/TASK FORCE LEAD/BENEFIT COST ANALYSIS (BCA)/HMPG DEPUTY PROJECT MANAGER, INNOVATIVE EMERGENCY MANAGEMENT, INC, ALBANY, NEW YORK, OCTOBER 2013-JULY 2015

- HMGP Subject Matter Expert, providing backup and assistance to grant manager.
- Provided grants management on multiple projects totaling over \$1 billion.
- Provided technical assistance to develop and submit over 2,500 proposed project applications compliant with federal laws and regulations within 4 months.
- Educated team members on program guidance and regulations for application development to ensure ability to provide support to sub-applicants.
- Conducted quality assurance reviews to assist New York State Department of Homeland Security and Emergency Services (client) in reviewing selected applications.
- Met with federal, state, and local officials regarding various mitigation projects such as acquisitions and flood control management.



**CERTIFICATIONS & TRAININGS**

- Admitted to practice law in the state of Nebraska – License # 26622
- Emergency Management Institute Professional Development Course, 2011
- FEMA Public Assistance Field Operations Pocket Guide Training, November 2012
- FEMA Benefit Cost Analysis – Entry Level
- FEMA Intermediate Incident Command System for Expanding Incidents
- FEMA Advanced Incident Command System for Command and General Staff
- Emergency Management Institute Independent Study Course Certificates

Task Force lead managing 44 Benefit Cost Analysts and providing technical guidance. Responded to all FEMA requests for information in a timely manner on behalf of client.

Maintained database of all approved projects for budgetary and quarterly reporting purposes.

Compiled data and completed a Benefit Costs Analysis (BCA) for proposed and approved projects.

**DEPUTY TO THE STATE HAZARD MITIGATION OFFICER, NEBRASKA EMERGENCY MANAGEMENT AGENCY, LINCOLN NEBRASKA, OCTOBER 2011-OCTOBER 2013**

Assisted in the development of Local All Hazards Mitigation Plans, Multi-Jurisdictional All Hazards Mitigation Plans, and Public Power District Hazard Mitigation Plan Updates as appendices to the Standard State Mitigation Plan.

Worked closely with sub-grantees to develop and prepare HMGP grant applications for submission to FEMA and provided technical assistance in Scope of Work and Budget development, to ensure projects were complete and in conformance and compliance with state and federal law and regulations including but not limited to: the 44 CFR, Unified Hazard Mitigation Guidance, The Stafford Act, and local regulations and codes; and ensure consistency between state and local plans.

Collected data from potential sub-grantees to generate several different types of data bases, including a new grant application database with graphing, and maintained a computer management system for Hazard Mitigation activities, products, and the planning initiative.

Communicated effectively with jurisdictions to gather information and produce desired outcomes.

Researched, collected, and analyzed data to ensure effective communication with state, local, and federal agencies (i.e. State Historic Preservation Officer, Nebraska Game and Parks, U.S. Fish and Wildlife Service, Nebraska Department of Transportation, and U.S. Army Corps of Engineers).

Compiled data to perform Benefit Cost Analysis on potential mitigation projects to ensure cost effectiveness.

## REFERENCES

#	Name	Address	Telephone Number
1.	Richard Lord, former State Hazard Mitigation Officer for the State of New York	30 Partridge St., Schaghticoke, NY 12154	518-248-5583
2.	Corrina Cavallo, Mitigation Supervisor NYS Department of Homeland Security and Emergency Services	1220 Campus Access Rd #710, Albany, NY 12206	518-292-1555
3.	Joseph Sikora, Mitigation Technical Assistance NYS Department of Homeland Security and Emergency Services	1220 Campus Access Rd #710, Albany, NY 12206	518-292-2373

# Barbara A. Spaulding

15 Total Years of Experience

## Senior Planner/Team Lead

Ms. Spaulding serves as a Hazard Mitigation Planner who also worked as a FEMA Hazard Mitigation and Long-Term Recovery Reservist.

### EXPERTISE

- Hazard Mitigation Planning
- HMGP, FMA, PDM, CDBG, CDBG-DR Project Funding
- Post-Disaster Recovery and Redevelopment
- Hazard Vulnerability/Risk Analysis
- RL/SRL Properties
- Public Involvement

### EDUCATION

M.B.A., Management/  
International Business | Georgia  
State University  
M.A., English | University of  
New Orleans

### CERTIFICATIONS

- Grants Management
- NIMS-Compliant
- Floodplain Management through the NFIP
- Certified Property & Casualty Adjuster (Florida)
- OSHA-General Industry
- Community Planning for Disaster Recovery
- Six Sigma Greenbelt Certified
- Debris Management
- Disaster Recovery Center Operations
- Environmental and Historic Preservation (EHP)
- Incorporating Climate Change into Community Planning

### PROFESSIONAL QUALIFICATIONS

Ms. Spaulding has supported federal, state, and local disaster response and recovery for 15 declared events in 14 states. She served as County HMGP Coordinator for FEMA an acquisition and demolition buyout project and wrote grant proposals to public and private funding sources, including CDBG and HUD, generating \$68 million for community-based health and human services programs and government agencies.

### RELEVANT EXPERIENCE

#### HAZARD MITIGATION PLANNER, IEM, 2016-PRESENT

Conduct data research to produce risk assessments and vulnerability analyses to write mitigation plans for state and local jurisdictions.

#### SENIOR MITIGATION PLANNER, NEW YORK STATE DIVISION OF HOMELAND SECURITY & EMERGENCY SERVICES (DHSES) – ALBANY NY (OCTOBER 2016 TO JULY 2019):

Coordinated reviews of federally funded, multi-jurisdictional Hazard Mitigation Plans and State-required Jurisdictional Annexes for the New York State (NYS) Department of Homeland Security and Emergency Services (DHSES).

Developed the DHSES 2019 web-based State Hazard Mitigation Plan.

Provided technical assistance on federal and state program guidance, including Code of Federal Regulations, to state and local jurisdictions during the mitigation planning and project development life cycle.

Facilitated public involvement and leadership input about community hazards, risks, capabilities, mitigation strategy, and project development.

Provided technical assistance to counties applying as sub-applicants for 2018 and 2019 Pre-Disaster Mitigation (PDM) and Flood Mitigation Assistance (FMA) funding, helping them to assemble the scope of work, project budget, support documentation, and required federal application forms.

Support sub-applicants and sub-recipients with their use of the federal/state grants application systems (NY Recovers/MB3 (web based Proprietary software) and FEMA's eGrants).

Ensured timely delivery of sub-grant and State Quarterly Progress Reports (QPRs) through aggressive outreach and technical assistance.

Reviewed completed financial and physical processes and validated expenditures for reimbursement to sub-recipients.



### MITIGATION AND RECOVERY COORDINATOR, PASCO COUNTY OFFICE OF EMERGENCY MANAGEMENT, 2014-2016

Managed \$1.7 million Hazard Mitigation Grant Program award for the acquisition and demolition of 15 at-risk properties to remove repetitively flooded structures from the floodplain.

Staffed the Local Mitigation Strategy (LMS) Working Group (Mitigation Planning Committee) using targeted recruitment to diversify community involvement.

Wrote and integrated the approved HMP five-year plan with the County's Flood Management Plan as required by the FEMA 2000 Disaster Mitigation Act and to maintain Community Status Rating.

Coordinated with Building Services, Stormwater Management, and GIS divisions to generate data for mitigation plans, reporting requirements, grant submissions, and post-disaster damage assessment.

Developed the Pasco County Post-Disaster Recovery Plan in the wake of Tropical Storm Debby.

### COMMUNITY INVOLVEMENT

Hillsborough County (FL) Local Hazard Mitigation Working Group

Association of State Floodplain Managers

- Mitigation Committee
- Sub-committee on Risk Standards

### REFERENCES

#	Name	Address	Telephone Number
1.	Corrina Cavallo, Mitigation Supervisor NYS Department of Homeland Security and Emergency Services	1220 Washington Avenue Building 7A, 4 <sup>th</sup> Floor Albany, NY 12242	518-292-1555 518-560-0117
2.	Annette Doying, Former Director Pasco Co. Emergency Management Public Safety Specialists, Division of Bracken Engineering, Inc.	1350 Tyler Avenue Spring Hill FL 34606-4641	352-442-7293
3.	Eugene Henry, Hazard Mitigation Program Manager Hillsborough County Public Works	County Center, 22 <sup>nd</sup> Floor 601 Kennedy Boulevard Tampa, FL 33602	813-307-4541

# Leroy Thompson

## Planner/Urban Land Use

34 Total Years of Experience

Mr. Thompson was previously the SHMO for Florida. He is an expert in Hazard Mitigation Planning, who oversaw \$1.5B in grant funding during Katrina and Irma.

### EXPERTISE

- FEMA Hazard Mitigation
- FEMA Public Assistance
- FEMA Individual Assistance

### EDUCATION

Urban and Regional Planning | Florida State University  
B.S., Urban and Regional Planning | Shaw University

### CERTIFICATIONS

- ICS- 100 Introduction to Incidence Command System
- ICS- 200 ICS for Single Recourse and Initial Action Incidents ICS- 300 Intermediate ICS for Expanding Incidents
- ICS-400 Advance ICS for Command and General Staff
- ICS-700 National Incidence Management System (NIMS), An Introduction ICS- 800 National Response Framework, An Introduction
- IS- 634 Introduction to Public Assistance Program
- IS- 403 Introduction to Individual Assistance
- IS-277 Benefit Cost Analysis
- IS-279 Retrofitting Flood-prone Residential Buildings

### PROFESSIONAL QUALIFICATIONS

Mr. Thompson has 34 years of experience in pre- and post-disaster recovery and mitigation activities and 31 years of experience with National Flood Insurance Program (NFIP). He has experience as the Deputy Operations Chief during State Emergency Operations Center Activations and as a Deputy State Coordinating Officer and has integrated pre-and post-disaster funding opportunities to include CDBG and the global match concept. He has conducted Applicant Briefings for Public Assistance and Hazard Mitigation Grant Programs and participated in several Unmet Needs Committee Meetings and served on several Long-Term Recovery Planning Teams after Presidentially declared disasters. He has also provided training to Disaster Field Office staff (state and federal) on mitigation and its impact on infrastructure and human services programs as well as reviewed Project Worksheets to assure 406 mitigation opportunities were being considered.

### RELEVANT EXPERIENCE

#### SENIOR MITIGATION PLANNER, STATE OF NEW YORK, 2017-2019

Provided technical assistance to the State of New York regarding **Natural and Man- Made Hazard Mitigation planning** efforts.

Facilitated and served as Project Lead in **coordinating planning** efforts with Federal, State, Regional, and Local agencies as part of the 5-year update to the State of **New York's Standard Hazard Mitigation Plan**.

Provided technical support to local communities throughout the State of New York with developing and updating local **multi-jurisdictional county-wide Hazard Mitigation Plans**.

Assisted the State of New York in reviewing local multi-jurisdictional county-wide Hazard Mitigation Plans utilizing the current FEMA Mitigation **Plan Review tool**.

## CERTIFICATIONS

- IS-318 Mitigation Planning for Local and Tribal Communities

### DISASTER PROGRAM MANAGER, WITT O'BRIEN'S, GOVERNOR'S OFFICE OF HOMELAND SECURITY & EMERGENCY PREPAREDNESS (GOHSEP) LA, 2007-2017

Served as Mitigation Project Team Lead and Senior Mitigation Subject Matter Expert for the State of Louisiana in the Administration of over \$1.5 billion in Hazard Mitigation Assistance grant funding as a result of Hurricanes Katrina and Rita.

Trained State Hazard Mitigation Officers and developed training tools for new hires as well as documents to be used as part of state-wide mitigation workshops for local government, state agencies and the general public.

Provided technical assistance and support to Louisiana Governor Office of Homeland Security and Emergency Preparedness (GOHSEP) on all aspects of Hazard Mitigation Assistance Programs and related **mitigation planning** activities.

Developed and navigated complex statewide mitigation related projects through the federal and state review process.

Provided technical assistance and support to the City of Minot, North Dakota, in implementing nuisance abatement program designed to address many of the properties damaged during 2011 floods and have fallen into disrepair. Utilizing data from this program assisted in the development of documentation and tracking methodology to implement large scale private property acquisition/demolition program.

### FLORIDA DIVISION OF EMERGENCY MANAGEMENT

#### COMMUNITY PROGRAM ADMINISTRATION, STATE HAZARD MITIGATION OFFICER (SHMO), 2001-2007

Directed staff of seven Planning Managers, along with forty-three-line staff that included Management Analysts, Engineers, Environmental Scientists and Grant Managers.

Set policy, and direction for the implementation of Statewide Mitigation Programs, which include the FEMA Hazard Mitigation Assistance Program, **Statewide Mitigation Planning Initiative** and the state's Residential Construction Mitigation Program.

Developed and implemented strategic plans for the Statewide Mitigation programs. Directed budget of over \$500 million in state and federal mitigation funding. Ensured all mitigation related funding has the appropriate budget authority. Streamlined the mitigation grant management process from applications to final closeout.

Prepared complex reports and developed programs Standard Operating Guidance.

Project Manager for development and implementation of State of Florida first Enhanced Mitigation Plan.

Provided leadership in the implementation of the State/FEMA joint review of Hazard Mitigation Grant Programs project applications.

Implemented creative financing options to meet non-federal match for disaster recovery projects.

Developed and presented numerous educational and training programs on emergency management and related topics at federal, state and local meetings, workshops, and conferences.

#### HAZARD MITIGATION PLANNING MANAGER, 1999-2001

Directed staff of five Planners and three OPS Planning Managers. Responsible for maintaining the State Hazard Mitigation Plan and coordinating the delivery of technical assistance to local governments on the development and implementation of Local Mitigation Strategies (Local Hazard Mitigation Plans).



Coordinated and integrated the Hurricane Loss Reduction Program and the Florida Showcase Community/Project Impact Initiative into the State Hazard Mitigation Strategy.

**NFIP, PLANNING MANAGER/DEPUTY STATE NFIP COORDINATOR, 1986-1999**

Directed staff of two Community Assistance Consultants and one Engineer. Responsible for assisting the State NFIP Coordinator in the development and delivery of the State's Floodplain Management Program.

Developed and conducted workshops on the NFIP **Community Rating System** as well as Retrofitting and other flood protection measures.

Coordinated with other Divisions within the Department of Community Affairs to assure floodplain management objectives are integrated in all **State planning processing**.

Reviewed County **Comprehensive Emergency Management Plans** and related documents from other State agencies and local governments for compliance with State floodplain management standards.

Served as Adjunct Instructor for the NFIP training course at Federal Emergency Management Institute (EMI).

## REFERENCES

#	Name	Address	Telephone Number
1.	Miles Anderson	Florida Department of Emergency Management 2555 Shumard Oak Blvd. Tallahassee, FL. 32316	850-813-4501
2.	Shirley Collins-Hackley	P.O. Box 2491 Tallahassee, FL 32316	850-339-9311
3.	Anneilia Holton-Williams	515 Braxton PL Alexandria, VA 22301	855-274-7478

# Brian Dunnigan

38 Total Years of Experience

## Local Technical Lead

Mr. Dunnigan has 38 years of experience as a Professional Engineer for the State of Nebraska. Along with possessing 25 years of served as the co-chair of the Governor's Disaster Recovery Task Force in Nebraska

### EXPERTISE

- Floodplain Management
- Hazard Mitigation
- National Flood Insurance Program

### EDUCATION

B.S., Civil Engineering  
University of Nebraska-Lincoln

### PROFESSIONAL QUALIFICATIONS

Mr. Dunnigan is a seasoned water resources engineer and works closely with the National Flood Insurance Program to provide funding assistance to a variety of communities for the development of local hazard mitigation plans and projects. Prior to Olsson, Brian was the director of the Nebraska Department of Natural Resources and served as the co-chair of the Governor's Disaster Recovery Task Force. In this role, Brian reviewed and made recommendations for funding hundreds of hazard mitigation projects across the state.

### RELEVANT EXPERIENCE

#### FLOODPLAIN MANAGEMENT, CITY OF LINCOLN, NE

Salt Creek Floodplain Resiliency Study

#### WATER, 2014-PRESENT

Papio-Missouri River Natural Resource District (NRD), Groundwater Management Plan Update.

Assisted with Water Sustainability Fund Grant Applications.

Development of Integrated Water Management Plans

NDNR, Governor's Appointee to Water Funding Task Force.

NDNR, Director for Comprehensive Surface Water/Groundwater Integrated Management Plan.

Key Developer for the Groundwater Evaluation Toolbox (GET).

Induced Groundwater Recharge Permit.

Lower Republican NRD, Management Action Opportunities Project.

Lower Republican NRD, Republican River Water Management Support.

Wellhead Protection Delineation for the City of Monett, MO.

Nebraska Cooperative Republican Platte Enhancement Project (N-CORPE), Groundwater Model Development, NE Nebraska Department of Natural Resources (NDNR), Director for No. 126 Original in the supreme Court of the United States, State of Kansas v. State of Nebraska and State of Colorado.

Served on the Governors Disaster Recovery Task Force from 1995-2014.

## REFERENCES

#	Name	Address	Telephone Number
1.	Shuhai Zheng PhD, PE, CFM Division Head, NDNR	<a href="mailto:Shuhai.zheng@nebraska.gov">Shuhai.zheng@nebraska.gov</a>	402.471.3936
2.	Blankenau Wilmoth Jarecke LLP	<a href="mailto:don@aqualawyers.com">don@aqualawyers.com</a>	402.475.7080
3.	Rhonda Montgomery, Deputy Flood Insurance Advocate, Office of the Flood Insurance Advocate Federal Insurance and Mitigation Administration	<a href="mailto:Rhonda.montgomery@fema.dhs.gov">Rhonda.montgomery@fema.dhs.gov</a>	202.646.3072



# Carrie Romero

14 Total Years of Experience

## Senior Planner - PE, CFM

Ms. Romero has 14 years of experience in Hazard Mitigation planning, Stormwater Pollution Prevention, and Levee Design and Certification.

### EXPERTISE

- Hazard Mitigation
- Floodplain Mapping
- Stormwater Pollution Prevention
- Hydrologic and Hydraulic Analysis
- Levee Design and Levee Certification
- Channel Stabilization
- Bridge Scour Analysis

### EDUCATION

B.S., Biological Systems Engineering | University of Nebraska-Lincoln

### CERTIFICATIONS

- ASFPM Certified Floodplain Manager
- FEMA Benefit-Cost Analysis
- FEMA CRS
- 2D HECRAS 5.0
- L-242 Unified Hazard Mitigation Grant Assistance Development
- G318 Mitigation Planning for Local Governments

### PROFESSIONAL QUALIFICATIONS

Ms. Romero has experience as a project engineer and project manager for projects that involve hazard mitigation planning, FEMA letters of map change, stormwater pollution prevention planning, hydrologic and hydraulic analysis, floodplain mapping, levee design and levee certification, channel stabilization, bridge scour analysis, floodplain development permitting and no-rise certifications, and site drainage design.

### RELEVANT EXPERIENCE

#### STORMWATER

City of Lincoln, Beal Slough Hazard Mitigation FEMA Grant Program Application; Lincoln, NE

Papio-Missouri River NRD, Multi-Hazard Mitigation Plan Update; NE

City of Waverly, Ash Hollow Dry Dam and FEMA Coordination; Waverly, NE

City of Wilber, Wilber Watershed Dam and FEMA Coordination; Wilber, NE

Sanitary and Improvement, District No. 7, Whitetail Lake Levee Certification and FEMA Coordination; Platte County, NE

City of La Vista, Hell Creek Stabilization; La Vista, NE

City of Lincoln, Antelope Creek Bank Stabilization; Lincoln, NE

Papio Missouri River Natural Resource District (NRD), Pigeon/Jones Creek Watershed Site 16 Preliminary Design; NE

City of Omaha, Minne Lusa CSO Study and Design; Omaha, NE

City of Lincoln, Antelope Creek Flood Reduction Study; Lincoln, NE

Kansas Department of Agriculture, Watershed RiskMAPs and DFIRMs; KS

Papio-Missouri River NRD, Missouri River Buyouts; NE

City of Fort Calhoun, Letter of Map Revision on Missouri River Tributary 2.1; Fort

Calhoun, NE • City of Omaha, 108th and Charles Emergency Channel Repair; Omaha, NE

Lower Big Blue NRD, Turkey Creek Dam Site 15; NE

Nemaha NRD, Dam Breach Analysis; NE

Papio-Missouri River NRD, Dam Breach Study, NE

Union Pacific Railroad and BNSF Railway, Various Railway Bridge and Culvert Replacements requiring FEMA LOMC;  
multiple locations

## REFERENCES

#	Name	Address	Telephone Number
1.	Paul Woodward, PE, CFM Papio-Missouri River NRD	<a href="mailto:pwoodward@papionrd.org">pwoodward@papionrd.org</a>	402.926.8500
2.	Lori Laster Papio-Missouri River NRD	<a href="mailto:llaster@papionrd.org">llaster@papionrd.org</a>	402.444.6222
3.	Jamie Reinke NDNR		402.471.2363

# Travis Figard

21 Total Years of Experience

## Senior Engineer- Planner

Mr. Figard has over 20 years of experience in Hazard Mitigation, Floodplain management, Wetland Evaluations.

### EXPERTISE

- Hazard Mitigation
- Floodplain Management
- Wetland Evaluations
- Army Corps of Engineers (USACE) Section 408 Permitting

### EDUCATION

B.S., Civil Engineering |  
University of Nebraska-Lincoln

### CERTIFICATIONS

- Certified Floodplain Manager
- Professional Engineer: IA, KS, NE

### PROFESSIONAL QUALIFICATIONS

Mr. Figard is a skilled water resources engineer and certified floodplain manager. He performs hydrologic and hydraulic modeling, dam and levee rehabilitation, drainage design, and more. Travis focuses on structural watershed improvement projects that control flooding and enhance the quality of life for residents. Over the years, Travis has gained valuable expertise in wetland evaluations and U.S. Army Corps of Engineers (USACE) Section 408 permitting.

### RELEVANT EXPERIENCE

#### ENVIRONMENTAL PERMITTING & PLANNING

Little Blue Natural Resource District (NRD), All Hazard Mitigation Plan; Davenport, NE

Lower Platte South Natural Resource District (NRD), Beal Slough Flood Reduction Study; Lincoln

Lower Republican and Tri-Basin Natural Resource Districts (NRD's), Platte Republican Diversion Project; Holdrege, NE

Nebraska Army National Guard (NEARNG), Camp Ashland Training Site (CATS) Area E Tree Removal; Ashland, NE

Various Clients, Section 408 Permit Applications & Modifications; NE

#### REMEDIATION

Nebraska Department of Correctional Services, Residual Cleanup at the Nebraska State Penitentiary; Lincoln, NE

#### STORMWATER

Joint East Sidney Watershed Authority (JESWA), Drainage Analysis and Watershed Master Plan; Sidney, NE

City of Lincoln, Antelope Creek Stability and Water Quality Improvement Project; Lincoln, NE

City of Lincoln, Drainage Analysis and Stormsewer Improvements for Holdrege Street; Lincoln, NE

City of Lincoln, Stormsewer Improvements Including New Box Culvert at N 56th St and Colfax Ave; Lincoln, NE



City of Lincoln, Tierra Branch Stream Stabilization and Water Quality Wetland Areas; Lincoln, NE

Lower Platte South Natural Resource District (NRD), Upper Antelope Creek Flood Reduction Study & Implementation of Preferred Alternatives; Lincoln, NE

Lower Platte South Natural Resource District (NRD), Conceptual Design of Beal Slough Stream Bank Stability from 14th St. to 20th St., Lincoln, NE

## REFERENCES

#	Name	Address	Telephone Number
1.	Al Langdale Lower Platte South NRD, Maintenance Coordinator	<a href="mailto:alangdale@lpsnrd.org">alangdale@lpsnrd.org</a>	402.479.2729
2.	Galen Wittrock South Platte NRD, Assistant Manger	<a href="mailto:gwittrock@spnrd.org">gwittrock@spnrd.org</a>	308.254.2377
3.	Scott Dicke Lower Republican NRD, Assistant General Manager	<a href="mailto:sdicke@lrnrd.org">sdicke@lrnrd.org</a>	308.928.2182

# Karen Griffin

30

Total Years of Experience

## Technical Lead – Geologist | Water

Ms. Griffin is a professional geologist with more than two decades of experience in groundwater modeling, environmental science, hydrogeology, and watershed managements.

### EXPERTISE

- FEMA Hazard Mitigation
- FEMA Public Assistance
- FEMA Individual Assistance

### EDUCATION

M.A Sedimentology/Paleontology  
| University of California-Santa  
Barbara  
B.A., Geology | Smith College

### CERTIFICATIONS

- OSHA 10-Hr. Construction  
Safety and Health Training
- OSHA 1910.120 8-Hr.  
Supervisor Hazardous  
Materials/Waste Health and  
Safety Training

### PROFESSIONAL QUALIFICATIONS

Ms. Griffin is a professional geologist with more than two decades of experience in groundwater modeling, environmental science, hydrogeology, and watershed managements. She is the Groundwater Technical Leader for Olsson's Water Resources team, Karen manages multidisciplinary projects focused in the fields of geology and hydrogeology. She has successfully completed both large-scale Superfund remediation projects as well as soil and groundwater investigations for industrial and municipal clients.

### RELEVANT EXPERIENCE

#### ENVIRONMENTAL PERMITTING & PLANNING

Lower Big Blue Natural Resource District (NRD), Groundwater Management Plan Update; Beatrice, NE

Lower Platte North and Lower Elkhorn Natural Resource District (NRD), Voluntary Integrated Management Plan Updates; Wahoo, NE

Lower Republican and Tri-Basin Natural Resource District (NRD), Platte Republican Diversion Project; Holdrege, NE

Nebraska Army National Guard, Camp Ashland Training Site (CATS) Area E Lake Water Quality Monitoring of Platte River; Ashland, NE

Nebraska Department of Natural Resources (NDNR), Nebraska State Legislative Water Funding Task Force; NE

Nebraska Department of Natural Resources (NDNR), Republican River Basin-Wide Water Management Plan; Republican River Basin, NE

Papio-Missouri River Natural Resource District (NRD), Groundwater Management Plan Update; Omaha, NE

Papio-Missouri River Natural Resource District (NRD), Integrated Management Plan for Surface and Groundwater Management; Omaha, NE

Sarpy County, Brownfields Assessment Grant Writer for the PCS Nitrogen Property at the confluence of the Platte and Missouri Rivers; Sarpy County, NE

Sarpy County, EPA Brownfield Assessment Grant, PCS Nitrogen Site; Sarpy County, NE  
 Upper Loup and Lower Loup NRDs, Voluntary Integrated Management Plan Updates; Ord and Thedford, NE  
 WWDC, Beaver Creek Watershed Study Level I; Newcastle, WY  
 WWDC, Popo Agie Watershed Study Level I Phase II; Fremont County, WY  
 WWDC, Thunder Basin Level I Watershed Study Phases I and II; Thunder Basin, WY  
 WWDC, Upper Snake River Level I Watershed Study; Jackson Hole, WY

## REFERENCES

#	Name	Address	Telephone Number
1.	Ryan W. Chapman Section Supervisor Nebraska Department of Environment and Energy, Water Quality Assessment	<a href="mailto:Ryan.chapman@nebraska.gov">Ryan.chapman@nebraska.gov</a>	402-471-4227
2.	David Hunter Auburn Board of Public Works	<a href="mailto:dhunter@aubrunbpw.com">dhunter@aubrunbpw.com</a>	402-274-4981
3.	Jodee Pring River Basin Planning Wyoming Water Development Commission	<a href="mailto:Jodee.pring@wyo.gov">Jodee.pring@wyo.gov</a>	307-777-7626



# Stacey Roach

18 Total Years of Experience

## Public Engagement | Master Planner

Ms. Roach has 18 years of experience in the Public Involvement and Public Engagement.

### EXPERTISE

- Park Planning and Design
- Public Involvement
- Public Participation
- Master Planning
- Project Development
- Public Engagement

### EDUCATION

B.S., Education & Human Sciences | University of Nebraska-Lincoln

### CERTIFICATIONS

International Association for Public Participation

### PROFESSIONAL QUALIFICATIONS

Ms. Roach joined Olsson in 2017 as a public involvement specialist. Before joining Olsson, Stacey was the director of a local non-profit for nearly five years. She also worked with the Park Planning & Design Team at the City of Lincoln Parks & Recreation Department for 10 years, where she assisted in master planning, project development, public engagement, meeting facilitation, and event planning. Stacey's public involvement experience includes planning and facilitating multi-stakeholder meetings, gathering stakeholder input and building consensus. Stacey also has experience in coordinating project meetings and meeting materials.

### RELEVANT EXPERIENCE

#### HIGHWAYS & STREETS

City of Omaha, Crown Point Ave., 72nd St. to Blair High Rd. Public Involvement; Omaha, NE

City of Omaha, 13th St. Walkability Study and Improvements Public Involvement; Omaha, NE

Lincoln/Lancaster County Railroad Transportation Safety District (RTSD), 33rd St. and Cornhusker Hwy. Improvements Public Involvement; Lincoln, NE

City of Lincoln, Transportation Implementation Strategy Public Involvement; Lincoln, NE

City of Lincoln, Citizens Transportation Coalition Public Involvement; Lincoln, NE  
Nebraska Department of Transportation (NDOT), U.S. 77 to U.S. 75 Public Involvement; Burt County, NE

Nebraska Department of Transportation (NDOT), Burwell West Public Information Meeting Strategy and Implementation; Burwell, NE

Nebraska Department of Transportation (NDOT), U.S. 6 and U.S. 34 Hastings Roadway Design Public Involvement; Hastings, NE

Nebraska Department of Transportation (NDOT), Eagle South Roadway Design Public Involvement; Cass and Otoe Counties, NE

Nebraska Department of Transportation (NDOT), Fremont-Inglewood/Cloverly Rd. Public Involvement; Dodge County, NE

Nebraska Department of Transportation (NDOT), Blair-Herman Public Involvement; Washington County, NE

#### GROUNDWATER

Nebraska Department of Natural Resources, Republican River Basin-Wide Plan Public Involvement; Lincoln, NE

#### REFERENCES

#	Name	Address	Telephone Number
1.	Roger Figard, PE Lincoln/Lancaster County, RTSD Executive Director	<a href="mailto:rfigard@lincoln.ne.gov">rfigard@lincoln.ne.gov</a>	402.441.7711
2.	Sarah Soula NDOT Public Involvement Manager	<a href="mailto:Sarah.soula@nebraska.gov">Sarah.soula@nebraska.gov</a>	402.479.4871
3.	Thomas Shafer, PE City of Lincoln, Project Delivery Manager	<a href="mailto:Tshafer@lincoln.ne.gov">Tshafer@lincoln.ne.gov</a>	402.441.7711

# Anthony Fitzgerald

3 Total Years of Experience

## Public Involvement

Mr. Fitzgerald has helped to write over 20 Notice of Intents for NEMA funding following the 2019 flooding for various Nebraska municipal clients.

### EXPERTISE

- Logistics
- Public Relations
- Financial Resources

### EDUCATION

B.A., Economics | University of Nebraska-Lincoln

### PROFESSIONAL QUALIFICATIONS

Mr. Fitzgerald routinely advises on FEMA & NEMA policy and procedure for our Nebraska region. He has helped to write over 20 Notice of Intents for NEMA funding following the 2019 flooding for various Nebraska municipal clients. When the city is engaging with FEMA, Anthony is often called to assist, advising them on FEMA policy and engaging directly with FEMA officials. He is currently performing on-site construction observation, contractor advisement, and engaging in field engineering. Anthony's experiences have given him a solid foundation to manage logistics and public relations, as well as manage financial resources.

### RELEVANT EXPERIENCE

#### CITY, STATE, & FEDERAL GOVERNMENT

City of Lincoln 2019 Flood Restoration and Hazard Mitigation Island Wellfield; Lincoln, NE

South Sioux City, On-Call Services Wrote & Administered \$2.5M Grant; South Sioux City, NE

City of Fullerton, CCCFF & Powerhouse Study Final Report Development; Fullerton, NE

City of Gibbon, CCCFF & Fire Station Funding & Property Ownership Recommendations; Gibbon, NE

City of Omaha, North Downtown Truck Study Public Involvement Support; Omaha, NE

City of Crete, Public Library Street Repairs Public Involvement; Crete, NE

City of Crete, Paving Districts Public Involvement Support; Crete, NE Various Municipalities, 1 & 6 Year Street Plan Presentations; Falls City, Wilber, and Panama, NE



**STREETS & HIGHWAYS**

NDOT, Blair to Herman Public Involvement Support; Washington County, NE

NDOT, Trenton North Public Involvement Support; Hitchcock County, NE

City of Lincoln, Transportation Implementation Strategy Public Involvement Support for Better Streets Educational Campaign; Lincoln, NE

City of Omaha, Crown Point Ave. Improvements, Blair High Rd. to 72nd St. Public Involvement Support; Omaha, NE

City of Lincoln, W. A St. Improvements, West City Limits to SW 5th St. Public Involvement Support; Lincoln, NE

Lincoln/Lancaster County RTSD, N. 33rd St. and Cornhusker Hwy. Public Involvement Support; Lincoln, NE

**REFERENCES**

#	Name	Address	Telephone Number
1.	Oscar Gomez South Sioux City Assistant City Administrator	<a href="mailto:ogomez@southsiouxcity.org">ogomez@southsiouxcity.org</a>	402-494-9407
2.	Steve Owen Lincoln Water System Superintendent of Water Production & Treatment	<a href="mailto:sowen@lincoln.ne.gov">sowen@lincoln.ne.gov</a>	402-441-5925
3.	Zach Nelson Papio-Missouri River NRD Project Manager	<a href="mailto:znelson@papionrd.org">znelson@papionrd.org</a>	402-315-1706

## 2.9 SUBCONTRACTORS [RFP VI.A.1.J]

Olsson Associates will be represented on the project and serve as a Subcontractor. The list of 130 projects managed by Olsson for the State of Nebraska in the past five years is a testament to the skill and expertise of their staff. Olsson team members assigned to the Nebraska SHMP update include subject matter experts in the field of floodplain management, hydrology, geology, hazard mitigation, and a host of other critical fields related to the hazards and environment unique to Nebraska. Given to tremendous suffering endured in all areas of the state during the 2019 floods, it is crucial that those assigned to this project be professionals at the top of their disciplines.

Table 4: Percentage of work performance of Sub-Contractors

Name, Address, And Telephone Number Of The Subcontractor	Specific Tasks For Each Subcontractor	Percentage Of Performance Hours Intended For Each Subcontract	Total Percentage Of Subcontractor(S) Performance Hours
Olsson Inc. c/o Brian Dunnigan 601 P Street, Suite 200 Lincoln, Nebraska 68508 402-458-5047	Subcontractor will participate in all tasks associated with completing the project.	25% of Performance hours allocated to Subcontractor	25% of Performance hours allocated to the Subcontractor

## 3.0 TECHNICAL APPROACH [RFP VI.A.2]

The IEM-Olsson’s technical approach to the update of the 2019 Nebraska Hazard Mitigation Plan is aligned with FEMA’s hazard mitigation planning requirements as outlined 44 Code of Federal Regulations, Part §201.4; and the technical guidance presented in FEMA’s official interpretation of hazard mitigation planning requirements, the *State Mitigation Plan Review Guide* (Effective March 2016),

Each step of the plan update process will build on the data-driven analysis of the most recent hazard impacts and consequences, hazard risks and vulnerabilities, and the State’s current capabilities to implement its mitigation program. IEM’s data gathering and analysis methodology has been successfully proven in previous projects, such as those conducted in New York State and the State of Florida. Team members maintain currency with a broad range of data sources and can apply their areas of expertise to quantitative and qualitative hazard analyses. This approach results in the development of data-supported mitigation actions that ensures that hazards of highest concern are addressed through innovative and effective short- and long-term risk reduction techniques and practices. This methodology carries over into the plan maintenance process and schedule that continually measures progress in reducing risks related to specific hazard vulnerabilities. The annual monitoring and evaluation process of the plan provides multiple opportunities to capture new hazard risk data and information and verifies that progress is being made to reduce hazard risks.

The IEM-Olsson team includes technical experts in all phases of mitigation plan development and program implementation, including: floodplain management; stormwater management; hydrology; engineering; transportation, building construction/retrofit; environmental and historical impacts; geographical information systems; and other

professional specialists that can be called on for input or information relevant to hazard risk reduction. In addition, Nancy Freeman, an experienced accreditation assessor for the **Emergency Management Accreditation Program (EMAP)**, was the hazard mitigation assessor for the State of **Nebraska's** initial EMAP **accreditation** assessment in **2009** and is part of the IEM planning team that will ensure that as part of the planning process the updated plan addresses the most current standards for the Emergency Management Program's re-accreditation in 2020.

Our technical approach has proven to be successful in past projects and supports Nebraska's goals to reduce or eliminate long-term risk to human life, property and the environment, and promote public awareness of hazards and their consequences.

#### Understanding of The Project Requirements [RFP VI.A.2.a]

As a cohesive team with cross-disciplinary expertise, familiar with Nebraska and its hazard risks, and with a track record of successful projects of similar scope, the IEM-Olsson team has a clear understanding of the needs of the State of Nebraska in relation to updating and maintaining its Hazard Mitigation Plan and positioning the State and its local jurisdictions for implementation of a successful mitigation strategy.

The State of Nebraska completed its most recent Multi-Hazard Mitigation Plan update in 2019. According to 44 CFR §201.4(d), such plans must be reviewed, revised, and resubmitted for approval to the appropriate FEMA Regional Administrator every 5 years. Currently, 92 of Nebraska's 93 counties are engaged in local hazard mitigation planning. Nebraska is unique in that, of the 23 local hazard mitigation plans covering the state, 13 of them are spearheaded by Natural Resource Districts, and there are roughly 20 Public Power Districts with approved mitigation plan annexes to the state plan. Nebraska is forward thinking in its approach to mitigation planning and programs, as evidenced by the involvement of the Governor's Disaster Recovery Task Force (GDRTF) resulting in the support of numerous state, local, and federal stakeholders invited to the table to guide and support mitigation planning, disaster recovery, and mitigation efforts statewide.

From March through mid-July of 2019, Nebraska experienced historic and unprecedented flooding that affected 90 of the state's 93 counties. Federal Disaster Declaration DR-4446 was awarded for flooding that occurred on June 17, 2019. Due to the hard work and diligence of NEMA staff, DR-4420 was amended 11 times and now designates 84 counties as eligible for Public Assistance.

Despite these efforts, federal disaster aid was denied in January 2020 for the second time for 16 Nebraska counties following late summer flooding in 2019. Because 91% of Nebraska's land area is dedicated to agricultural use, this request for \$3 million in federal assistance would have provided much-needed support for these rural counties that experienced costly and destructive impacts. Events of this type provide opportunities to substantiate and strengthen local risk assessment information that is incorporated in the State plan, and results enhancing the State's mitigation strategy.

Recovery is an ongoing process and does not occur outside of inevitable real-life events. The IEM Team is sensitive to the needs and competing demands of local and state stakeholders and understands the benefits of a comprehensive mitigation plan that includes recovery initiatives. Thorough review of local plans for incorporation in the state plan ensures the unique concerns of local municipalities are adequately factored into statewide priorities, and the State plan captures all mitigation efforts. The state's recent series of hazard events proves that NEMA is best served by a contracting team that will "turn on a dime" by arriving to the scene expeditiously during a crisis. Repeatedly doing just this enables IEM to help clients when and where assistance is most needed.



In the aftermath of Hurricane Sandy, the IEM response team surged-in 160 HMGP subject matter experts in 4 weeks, completing approximately 1,200 HMGP project submissions for more than 800 sub-grantees in 4 weeks. In addition, in August 2013 the State of New York's Department of Homeland Security and Emergency Services (DHSES) tasked IEM with completing the state's 2014 Hazard Mitigation Plan Update. Because of multiple federal disaster declarations in 2010 and 2011 and pressing hazard mitigation planning and project commitments resulting from Hurricane Sandy in October 2012, the State was under a compressed schedule to review, revise and update the 2011 Hazard Mitigation Plan.

A First Draft of the updated plan was presented to NYS DHSES Mitigation Office staff and the FEMA Mitigation Coordinator in late October 2013, in order to obtain critical input prior to proceeding with the Final Draft. This feedback proved to be valuable in ensuring that the final version of the plan would meet FEMA requirements when submitted. Substantial revisions were made to some sections of the plan, based on the feedback from NYS DHSES and the FEMA Mitigation Coordinator and the Final Draft Plan was approved by NYS DHSES Mitigation Office and submitted to FEMA in late November 2013.

The most recent example of IEM's lightning speed response is its efforts following the January 7, 2020 earthquake – a 6.6 magnitude earthquake that occurred off the southern coast of Puerto Rico at 3:24 a.m., a time when any community might be caught off guard.

By 9:13 a.m. EST, the Federal Emergency Management Agency (FEMA) Headquarters emailed the IEM Project Director of the Air Evacuation Aviation Ground Support (AGS) of a potential contract activation. The IEM Project Director responded to FEMA at 9:14 a.m. EST, and four hours later, notified FEMA again to inform them IEM Air was poised to initially deploy up to 27 aviation experts in as little as 12-hours without negatively impacting or delaying any existing contract requirements. IEM Air and its subcontractors, Response Force 1 (Veteran-Owned Small Business) and Western Aviation Service Corp (local Puerto Rican airport fixed-base operator), were also able to provide additional support, based on any future FEMA requirements, as needed. IEM Air is poised to provide airlift subject matter expertise to the Joint Field Office's Air Operations Branch, airport liaisons, aircraft ground handling, passenger services, and cargo handling and tracking requirements for up to three (3) airports simultaneously.

Examples such as this demonstrate IEM's ability to quickly and efficiently serve the community during all phases of emergency management: disaster preparedness, response, mitigation and recovery.

### 3.1 PROPOSED DEVELOPMENT APPROACH [RFP VI.A.2.B]

The IEM-Olsson Team has a proven track record in hazard mitigation planning and program implementation. Multiple team members have extensive backgrounds in identifying and working with elected officials, program managers, staff and key stakeholders to develop mitigation plans that build on the highest opportunities for risk reduction and result in actionable projects and programs. The synchronized coordination of the IEM team with the State planning group provides the opportunity to focus on Nebraska's critical assets and identify fresh solutions to reduce the impacts and consequences caused by natural, technological and human-caused hazards.

With a high priority on engagement during the planning process, opportunities for participation and input from key agencies and stakeholders ensure that the plan's strategy is based on the most current data and information and is relevant to the State's most timely issues and needs. IEM's successful mitigation planning efforts include developing and implementing outreach strategies that involve external constituents who represent a cross-section of the governmental, business, civic, and non-governmental communities. This will engage those whose own mitigation planning efforts effect community resilience and who would be appropriate partners in developing the State HMP, including FEMA; the National Weather Service; the Natural Resources Conservation Service; the U.S. Army Corps of Engineers; the U.S. Geological Survey; Federal-Recognized Tribes, and State Offices of Natural Resources, Emergency Management, Forest Service, and Transportation.

Our team provides the necessary expertise to allow the State of Nebraska to successfully meet all requirements for a FEMA approved plan, as well as the higher-level accreditation standards required by the Emergency Management Accreditation Program (EMAP). In addition, the final plan will ensure that the mitigation actions prioritized in the plan can be implemented immediately.

Per guidance outlined in the Request for Proposals, IEM-Olsson has provided detailed information about how it will address each task and subtask mentioned in the Scope of Work. This introductory table is included to give a high-level overview of how we intend to address all tasks and the time frame in which they will be completed.

### 3.2 COMPLETED TECHNICAL APPROACH SECTION V.B, 1-5G [RFP VI.A.2.C]

The team's technical approach has proven to be successful in past projects and will support Nebraska's goal to reduce or eliminate long-term risk to human life, property and the environment, and promote public awareness of hazards and their consequences.

The IEM team's technical approach to the update of the 2019 Nebraska Hazard Mitigation Plan is aligned with planning policy published in 44 Code of Federal Regulations, Part 201.4, and with technical guidance presented in FEMA's official interpretation of hazard mitigation planning requirements, the State Mitigation Plan Review Guide (Effective March 2016),

Each step of the planning process will build on the data-driven analysis of the most recent hazard impacts and consequences,

Our approach includes technical experts in all phases of mitigation plan development and program implementation, including: floodplain management; stormwater management; hydrology; transportation, building construction/retrofit; environmental and historical impacts; geographical information systems; and other professional specialists that can be called on for input or information the supports hazard risk reduction. In addition, an experienced accreditation assessor is part of the planning team to ensure that the updated plan addresses the most current standards for the Emergency Management Program's anticipated re-accreditation in 2020.

The team's technical approach has proven to be successful in past projects and will support Nebraska's goal to reduce or eliminate long-term risk to human life, property and the environment, and promote public awareness of hazards and their consequences.

**V. PROJECT DESCRIPTION AND SCOPE OF WORK**

The bidder should provide the following information in response to this solicitation.

**A. SCOPE OF WORK**

The Hazard Mitigation Assistance (HMA) Programs provide Federal funds to states, local governments and certain private non-profit organizations to implement long-term hazard mitigation measures after a major disaster declaration. The purpose of the programs is to reduce the loss of life and property due to natural disasters and to enable mitigation measures to be implemented during the immediate recovery from a disaster.

**B. HAZARD MITIGATION PLAN (HMP) UPDATE:**

The Contractor will work with NEMA to revise and update the State Hazard Mitigation Plan (HMP) consistent with Federal Emergency Management Agency's (FEMA) mitigation planning process, State Mitigation Plan Review Guide, tribal mitigation planning resources, risk assessment resources, mitigation program integration resources, and other hazard mitigation planning resources. These tasks will include, but are not limited to, the following:

1. **Organize the Planning Process and Resources** – assist with identifying, inviting and documenting key stakeholders to be involved/participate in the planning process to include, but not limited to, State Departments and Agencies, local jurisdictions, Federal Partners, and the business community. Describe the planning process to include the coordination with stakeholders during the process of developing the HMP.

Please provide timeline and methodologies
Bidder Response Because of space limitations, please refer to our response in the pages attached.

2. **Risk Assessment and Capabilities** – review 2014 and 2019 state mitigation plans, as well as local mitigation plans, to identify hazards impacting the State. Determine if there are any changes regarding the hazards. Profile the hazard events including description of location and extent of previous natural hazard occurrences as well as probability of future occurrences. Assess the vulnerability to the hazards and identify assets impacted – include critical facilities. Assess potential losses as a result of the hazards identified.

Please provide timeline and methodologies
Bidder Response Because of space limitations, please refer to our response in the pages attached.

3. **Assist in development of a Mitigation Strategy** – conduct a review of mitigation goals to reduce or avoid long-term vulnerabilities to the identified hazards based on the findings of the Risk Assessment and capabilities review that represents a long-term vision for hazard reduction. Address Repetitive Loss (RL) and Severe Repetitive Loss (SRL) in the mitigation strategy.

Please provide timeline and methodologies
Bidder Response Because of space limitations, please refer to our response in the pages attached.

4. **Finalize the State Plan and plan maintenance** – involves finalizing the plan for submittal to FEMA for approval. Also includes providing input for a method and schedule for keeping the plan current and monitoring progress.

Please provide timeline and methodologies
Bidder Response Because of space limitations, please refer to our response in the pages attached.

5. **Additional sub-tasks** included in this effort may include, but are not limited to:

- a. Document stakeholder participation in the HMP update as required via sign in sheets, meeting minutes, completed surveys, etc.

Please provide timeline and methodologies
Bidder Response



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b. Review local hazards within the State and incorporate data, as necessary.

Please provide timeline and methodologies

Bidder Response Because of space limitations, please refer to our response in the pages attached.

c. Incorporate other plans/studies into the HMP and update as deemed necessary by NEMA.

Please provide timeline and methodologies

Bidder Response Because of space limitations, please refer to our response in the pages attached.

d. HMP will be updated to include relevant information from recent disaster events.

Please provide timeline and methodologies

Bidder Response Because of space limitations, please refer to our response in the pages attached.

e. Identify project milestones for the completion of the project and submit information for review and approval by NEMA...

Please provide timeline and methodologies

Bidder Response Because of space limitations, please refer to our response in the pages attached.

f. Provide Technical Assistance to ensure HMP is consistent with new laws, policies or regulations at the federal, state or local level.

Please provide timeline and methodologies

Bidder Response Because of space limitations, please refer to our response in the pages attached.

g. Provide technical assistance to facilitate the planning process with external stakeholders and NEMA.

Please provide timeline and methodologies

Bidder Response Because of space limitations, please refer to our response in the pages attached.

**6. CONTRACTOR REQUIREMENTS**

NEMA and the Contractor will determine a more detailed schedule of deliverables. Project deliverables will not be considered complete until HMP, has been approved by FEMA.

- a. A draft HMP must be submitted to NEMA for review no later than August 31, 2020.
- b. Summaries of meetings to include attendance roster, meeting notes, etc., within five (5) business days following the meeting.
- c. Monthly progress reports as to status of HMP and progress being made to HMP development
- d. All revisions to the draft HMP will be provided to NEMA no later than September 30, 2020. All documentation associated with the HMP must be provided to NEMA in electronic format.

**7. OPTIONAL CONTRACTOR DELIVERABLES:**

The Contractor will work with NEMA to revise and update the 2021 State's Hazard Mitigation Plan (HMP) consistent with Federal Emergency Management Agency's (FEMA) mitigation planning process, State Mitigation Plan Review Guide, tribal mitigation planning resources, risk assessment resources, mitigation program integration resources, and other hazard mitigation planning resources for the 2026 State's Hazard Mitigation Plan. These tasks will include, but are not limited to, the tasks as noted in Section V.B.1 through V.B.5.

### 3.2.1 HAZARD MITIGATION PLAN (HMP) UPDATE [RFP V.B]

#### 1. ORGANIZE THE PLANNING PROCESS & RESOURCES

##### Timeline and Methodologies

##### March – August 2020

- IEM-Olsson will maintain continuous coordination with NEMA, the Project Team and GDRTF, developing and maintaining the work plan and schedule that will be monitored weekly, and adjusted, if requested by NEMA.
- IEM-Olsson will develop all planning materials and identify resources
- IEM-Olsson will develop an Outreach Strategy to encourage robust engagement with a broad range of stakeholders, subject matter experts to solicit input for critical data and information and ensure ownership of the mitigation plan.
- In coordination with NEMA, IEM-Olsson will conduct all planning meetings, documenting participation and specific outcomes
- Detailed documentation of all activities during the planning process
- Ensure that the public is informed about the benefits of mitigation and the planning process.
- IEM-Olsson Team will develop and facilitate all planning materials and documentation

##### Bidder Response

Widespread participation in the planning process is a key element to achieving a successful and implementable plan. Planning partners bring their expertise and resources to the process, providing critical data and information, demonstrating progress in reducing risk, and merging their efforts into a unified strategy. These efforts result in broad ownership of the final plan.

The IEM-Olsson Team is ready to provide Nebraska with a depth of experience in assisting to identify appropriate planning participants and stakeholders, as well as soliciting their participation and input in the process. IEM will assist NEMA in identifying the key partners and stakeholders to participate in the planning process, including the current Governor's Disaster Recovery Task Force (GDRTF), whose members supported the recent State HMP Update. IEM-Olsson recognizes that essential planning partners include a range of state, federal partners, regional and local agencies and organizations and neighboring states, that are involved in hazard mitigation activities, or with the authority to regulate development and land use.

IEM-Olsson working in concert with the NEMA will identify and develop a list of potential additional State Departments and agencies, and other key mitigation stakeholders and invite them to participate in the planning process. The GDRTF and additional stakeholders would assist to fill in informational gaps that may exist since the current update was developed. This is a consideration because the plan is dynamic and community needs are everchanging.

IEM-Olsson will also assist NEMA in developing an outreach strategy to assure that the public had an opportunity to participate in the planning process.

An element of the team's success in enlisting planning participation involves a well-defined explanation of the participant's role and responsibilities during the initial contact. With this understanding as a foundation, planning participants are fully aware of the benefits as well as the requirements related to this effort and expectations are clearly addressed in the initial phase of the project. IEM-Olsson will coordinate and continue outreach with the stakeholders throughout each phase of the planning process through a series of meetings, e-mails and/or written notices collecting and sharing data and other relevant information.

## 2. RISK ASSESSMENT & CAPABILITIES

### Timeline & Methodologies

#### February – April 2020

The 2019 Nebraska State Hazard Mitigation Plan Update was recently approved by FEMA. NEMA has set a deadline of August 2019 to complete the first update, so work will begin as soon as the contract has been awarded in early 2020. As such, IEM-Olsson proposes the following timeline and methodology.

- February 2020: Review the 2019 Update with NEMA and compare it to the 2014 Update to identify hazard patterns or trends, development trends, and changes in socioeconomic elements that affect mitigation planning. The review will also cover FEMA's feedback (if any was provided) written into the State Plan Review Tool as suggestions for improving the plan. IEM will secure NEMA's input on program management or mitigation program issues that may be refined to carry out the recommendations.
- February-March 2020: Review the capabilities assessment from the 2014 and 2019 State HMP's, identifying any areas where potential enhancement has occurred. This will coincide with a review of policies, plans, studies and other assessments that might have occurred since the previous plans were adopted. This dual approach will allow the IEM-Olsson team to assist the State and planning committee in identifying areas of change and potential opportunities for improvement in the 2021 HMP.
- March-April 2020: Discuss with the Planning Committee issues or data that may have come to light since development of the most recent plan. In addition, the IEM-Olsson team will review and document the range of hazard risk and vulnerability assessment data from local hazard mitigation plans. A plan can only be a snapshot in time, and state mitigation actions and operations are dynamic. For example, there is likely new information about the state of communities affected by the 2019 floods. Information such as this will be considered in the plan update.
- April 2020: The completed risk assessment will be disseminated to all plan stakeholders to serve as the foundation of the Mitigation Strategy. The IEM-Olsson team will provide technical assistance to State agencies and other stakeholders to ensure that the goals address the hazards of highest concern and provide a solid foundation for developing mitigation actions.
- Provide technical support to NEMA for Final Plan adoption and FEMA approval

### Bidder Response

Hazard identification, risk assessment, and vulnerability analysis are fundamental steps in hazard mitigation planning and will be key to updating the 2019 Nebraska State Hazard Mitigation Plan (HMP). The process builds upon the data from multiple sources, including the 2014 and 2019 HMPs, State hazard plan and studies; technical data; resiliency plans; climate adaptation plans and studies; and other relevant documents. The risk assessment process also integrates data gleaned from the review of all FEMA-approved local mitigation plans, and other relevant data provided from mitigation stakeholders. IEM-Olsson will conduct the Risk Assessment to quantify exposure and the potential loss estimates for each hazard. Regional-level hazard risk assessments will also be updated to inform the previous HMPs. This process results in capturing valuable data and information that provides the foundation for understanding the greatest risks facing the State and is equally important to communicate findings to elected officials and other stakeholders to support their decision making.

The risk assessment enables planners to meet the FEMA requirement of capturing and quantifying information that informs the potential location, magnitude, speed of onset, frequency, and probability of future events. For each hazard, it also suggests the risk and vulnerability of people, property, the environment and the State-owned assets. Likewise, a consequence analysis will point to how a given hazard may affect any or all the community elements as shown below:

### Steps in the Risk Assessment



#### 1. Review and update the asset inventory

The purpose of an asset inventory is to assist the State in identifying vulnerable critical facilities, infrastructure and population that may be vulnerable to known hazards. IEM-Olsson Team, working with NEMA, will interview State subject matter experts to review and update State assets that are vulnerable because of their physical characteristics and location to an identified hazard. IEM GIS staff will also work with information previously compiled by the NEMA's GIS office during the most recent State HMP update and utilize data sources such as the following:

- FEMA HAZUS-MH 2.1
- Homeland Infrastructure Foundation-Level Data (HIFLD)
- Microsoft Building Footprint Data
- Property Assessments
- U S Census Data
- State Historical Preservation Offices
- State Regional Planning Council
- Natural Resource Districts Data
- Public Utilities Data

Product: This data will be used to compile a list of geo-referenced assets within the state to identify and characterize those properties potentially at risk to the identified hazards. By understanding the type and number of assets that exist and their location in relation to known hazard areas, the relative risk and vulnerability for such physical and social assets.



Asset data will be entered into database that can be maintained, updated and manipulated for other uses. The database may be web-based and available through a secured platform or another format requested by NEMA.

#### 2. Review and Update Repetitive Loss Properties

Approach: Review and update the State's existing statewide strategy for addressing repetitive loss properties (RLP). In coordination with NEMA, the process will be led by our Floodplain Management Specialists who have over 20 years of experience working with local communities addressing opportunities to mitigate RLP structures. A well-developed statewide strategy will provide technical support and guidance to local communities in



retrofitting repetitive loss properties. The State's repetitive loss strategy will also provide an opportunity for the State to receive additional funding support from FEMA.

**Product:** The review/update will include a list of recently identified properties, as well as properties removed from the list since the last plan updates. Information on the Community Rating System (CRS) will also be provided to highlight opportunities available to reduce flood insurance premiums rates. The process will include careful use of sensitive information to maintain the privacy of property owners, avoiding use of names and physical addresses of structures.

### 3. Assess State Capabilities

**Approach:** The capability assessment will enable the planning team to assess the capabilities or abilities of the State to implement a comprehensive range of mitigation actions/strategies and to identify potential opportunities for establishing or enhancing specific mitigation policies, programs and projects. The assessment also helps to determine which mitigation actions are practical, and likely to be implemented over time, given the State government's planning and regulatory framework, level of administrative and technical support and the amount of fiscal resources.

The Capabilities Assessment will be broken down into two tasks. The first task involves using IEM's proprietary Data Collection Form to gather the most up-to-date information about the community. It will be distributed to key participants and serves to collect the most recent data available about hazard priorities, government resources, and community strengths. Since the Nebraska 2019 plan was just approved, data gathering may serve to reinforce information in the current plan, or it may capture recent developments to be included in the 2020 update. The second task includes contacting stakeholders – NEMA personnel and members of the Hazard Mitigation Team (HMT) – to secure one-on-one feedback and clarify questions participants may have about the assessment.

As part of the capability assessment, IEM will review the historical performance of existing protective measures, and, all relevant plans, ordinances, and programs, including the National Flood Insurance Program (NFIP). Recognizing that each state has a unique set of capabilities, IEM will employ its extensive experience in working with states in mitigation plan development and meeting with government and community stakeholders to discuss the plan and secure buy-in and support in updating State capabilities. The update will document recent successes and challenges in implementing hazard mitigation related actions.

**Product:** The findings of the capability assessment will be summarized in a document and provide insight into the relevant capacity of NEMA and its stakeholders to implement hazard mitigation activities. This information will also assist the Planning Team in identifying opportunities to address existing gaps, weaknesses, or conflicts with targeted initiatives as well as integrating the implementation of the Plan with existing planning mechanisms where appropriate.

### 4. Estimating potential losses

**Approach:** IEM GIS staff and Olsson subject matter experts will conduct a historic analysis as well as analyze exposure to existing and future structures. The FEMA HAZUS-MH 2.1 model combines these two steps, which will allow IEM to estimate the dollar value of the most at-risk assets.

**Product:** The IEM-Olsson team will develop a summary of the State's potential losses for buildings by type and number, critical facilities, infrastructure, and population of each hazard area. Estimates will be localized so

### Considerations for NEMA State Hazard Mitigation Plan Update

- Fluctuations in population demographics, community development, incidence of hazards.
- Identifying goals and objectives that are in accord with statewide goals while addressing community needs and concerns.
- Incorporating information into easy-to-read tables and charts to facilitate streamlined discussion.

counties and municipalities can determine hazards, risks and vulnerabilities to which they may be exposed, and against which each community will want to develop a mitigation strategy.

### 5. Review Impacts of Changes in Development

**Approach:** The next step in the risk assessment process is to review and update changes in development that have occurred in the identified hazard areas since the last update. IEM will gather data from the State's planning and development agencies, as well as local building departments on land use changes and recent as well as planned development to evaluate how vulnerabilities may have increased or decreased. IEM Floodplain Management Specialists, experienced in Letters of Map Amendment (LOAs) and Letters of Map Revision (LOMRs), will review the State's floodplain management practices and planning and their impacts on future development in the Special Flood Hazard Areas (SFHA). We will also discuss the benefits of participation in the CRS as an incentive to encourage communities to undertake flood mitigation activities that go beyond the minimum NFIP requirements. IEM will also look at the potential impacts of climate change, population shifts and expansion of infrastructure into hazard-vulnerable areas.

**Product:** The IEM-Olsson team will produce a summary of findings related to changes in development that will include quantitative and qualitative analysis of potential impacts to the State's vulnerable assets.

### 6. Consider the Effects of Climate Change

**Approach:** Nebraska is a microcosm of how climate change is exacerbating the extent of hazard events. As aforementioned, last year's flood events affected almost every county in the state. It affected communities with large populations, but also vast areas of sparsely populated regions whose fertile agricultural land are important to the state's economic vitality. The national media has focused a great deal of attention on the wildfires of California and other areas farther west, but issues such as this hit close to home for Nebraska residents. The State has received a federal disaster declaration for drought and five Fire Emergence Assistance declarations. In addition, Nebraska incidents recorded in NOAA's National Center for Environmental Information (NCEI) include 1,556 references to drought and 33 references to wildfire. Efforts to address the effects of climate change during the mitigation planning process will help the state proactively foster resilient communities.

**Product:** The IEM-Olsson team will produce a summary of findings related to potential effects of climate change that will include quantitative and qualitative analysis of potential impacts to the State's vulnerable assets and will identify adaptation and sustainability policies and practices that may address these vulnerabilities.

### The Importance of Tribal Nations

Members of tribal nations, especially the Ponca Tribe of Nebraska, will serve as particularly valuable resources in identifying and describing hazards. Tribal nations are well known for valuing harmony with nature and respecting the land. If tribal nations have developed unique ways to track the incidence and effects of hazards in their community, their contributions will augment, compliment, and broaden documentation secured from other community resources.

Table 5: Hazards

Discussion of the hazards and the development of mitigation strategy would begin with hazards covered in the recent FEM approved 2019 SHMP. IEM planners would secure local input to confirm that, from the stakeholder perspective, the list of hazards mentioned in the plan still reflects those about which the community is concerned. Hazards mentioned in the plan shown in the table below. Hazards of Concern in Rank Order as Included in the 2019 NE State Hazard Mitigation Plan Update

- Severe Winter Storms/Ice Storms
- Thunderstorms/High Winds/Lightning/Hail
- Chemical Transportation
- Transportation incidents other than hazardous Mate

- Power Failure
- Tornadoes
- Drought
- Flood/Flash Flood
- Agricultural Incidents – Animals/Livestock
- Agricultural Incidents – Plants/Crops
- Wildfires
- Terrorism
- Earthquakes
- Dam/Levee Failure

This list reflects the concerns of a state uniquely located in an area of the United States subject to a confluence of weather patterns and intense hazard events. It also reflects the agrarian nature of Nebraska, as well as its location as a crossroads of transportation methods involving the long-haul of hazard and non-hazardous materials. Finally, the list, and the plan, address the state’s interest in factoring climate change, sea level rise, and manmade hazards such as terrorism and power failure. The above list, and other hazards mentioned by stakeholders in the 2020 plan update process, will form the basis for subsequent plan sections, including the vulnerability assessment and mitigation strategy. Senior Planner, Nancy Freeman, will walk the planning committee through a hazard ranking method to confirm hazard rankings and refine discussion of those deemed the most detrimental to the state. The ranking methodology will include factors such as those shown below.

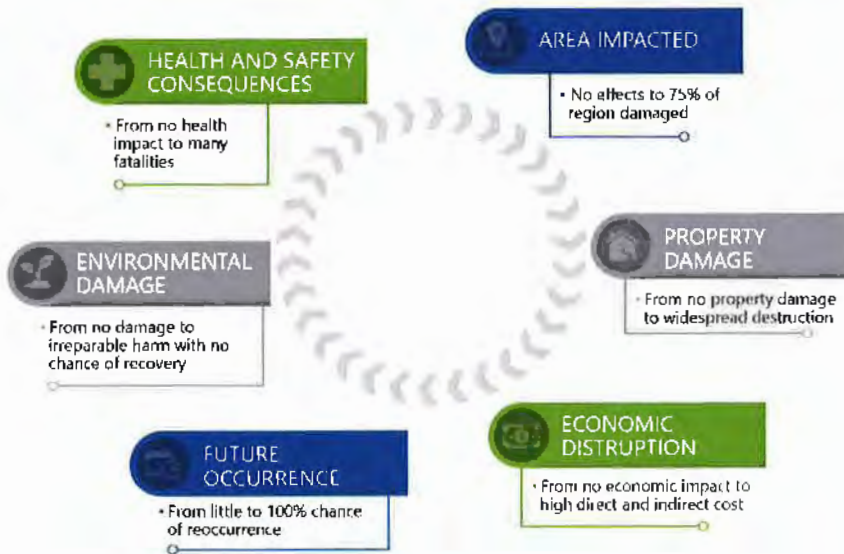


Figure 5: Sample Factors and ranges included in the formation of the hazard ranking methodology.

**Hazard-Specific Notes**

**Flooding**



The map at left shows that all geographic segments of Nebraska may be affected by flood. A major river runs through almost every county because the state is affected by the Missouri, Platte, Little Blue, White, and Niobrara Rivers, among others. Likewise, flood and flash flood are included in the 2019 SHMP as hazards of concern. Any plan update for the state must include flooding, including riverine and other

types of inland flooding. It will also include related hazards that stem from flooding, including erosion and dam failure; and events that may lead to flooding, including severe storms and winter storms.



A review of data on the FEMA Map Service Center shows that the flood maps of many communities are due to be updated, especially in light of the recent storm events. Table 6 shows that the state received a number of flood-related disaster declarations in the last half century, but particularly in the past decade. It is critical that all communities benefit from updated maps – both those in high-population areas, where many people will be affected by the hazard; and those in low population regions, where land used for agricultural purposes was severely impacted during recent flood events.

The maps of some communities, such as Adams County, were updated in July 2018, before the August floods of that year and the flood events of 2019. Some of the older maps on record include those of communities such as Arthur County (1975) and Boone County (1987). Maps for the two high population areas of Douglas County, which includes the city of Lincoln, the state capital, and Lancaster County, which includes the city of Omaha and sits on the Missouri River, date from 2009 and 2011/2013 respectively. In the larger scheme of FEMA map updates, these are not as outdated as many in the nation. However, the trend and spate of recent flood events statewide indicates that communities can better plan to mitigate the flood hazard by having the most current information at hand.

IEM-Olsson’s floodplain management specialists will work with the NEMA NFIP Coordinator or FEMA Region VII to secure the most updated information available about repetitive flood losses in the district. Information about repetitive and severe repetitive losses will be used to develop mitigation strategies to address flood-prone properties. Currently available maps and NEMA’s repetitive loss information included in the latest State HMP will serve as a starting point for discussing the flood hazard.

**Wind-Related Hazards (hurricanes, coastal storms, winter storms, tornadoes)**

A full review of presidential declarations shows that all or parts of the state were included in declarations that included the following hazards: Declared Disasters that have affected the state.

Table: 6 Federally declared Disaster

Hazard	Declarations	Hazard	Declarations
Drought	1	Ice Storm	2
Evacuation	1	(Severe) Storm	36
Fire	5	Severe Winter Storm	9
Flooding	42	Snow Melt	1
Heavy Rain	2	Straight-line Winds	12
High Winds	1	Snow Storms	3
Ice Jam	3	Tornadoes	21

IEM will work closely with state weather and agricultural experts to secure local input on the potential incidents of wildfire, drought, and cascading affects from both. While FEMA and organizations such as NCEI collect extensive data about hazards in any given region, local experts can best articulate the narrative discussing the impact of hazard events on the community. Fire and mitigation specialists know that scorched land leaves the terrain vulnerable to landslides in areas with even slight elevations. Fire also disrupts land stability and can change the structure and composition of previously solid land. We will work closely with state weather and agricultural experts to secure local input on the potential incidents of wildfire, drought, and cascading affects from both. While FEMA and organizations such as NCEI collect extensive data about hazards in any given region, local experts can best articulate the narrative discussing the impact of hazard events on the community. Fire and mitigation specialists know that scorched land leaves the terrain vulnerable to landslides in areas with even slight elevations. Fire also disrupts land stability and can change the structure and composition of previously solid land.



### 3. ASSIST IN DEVELOPMENT OF A MITIGATION STRATEGY

#### Timeline and Methodologies

##### May – June 2020

IEM-Olsson will follow the proven five-step process to develop the Mitigation Strategy, which includes:

- Re-evaluate and update of goals and objectives, and prioritization criteria for mitigation actions in the previous plan
- Review and Update State Mitigation Capabilities that can support implementation of mitigation actions
- Review and update the status of mitigation action items in previous plan
- Assist stakeholders in identifying and developing detailed, ready-to-fund mitigation actions with the highest potential to reduce risk

Develop a Mitigation Action Plan that includes the comprehensive list of prioritized, implementable mitigation actions, and identifies methods of implementation including funding sources and other resources, integration of mitigation efforts into existing planning mechanisms; identifying potential public-private partnerships and other methods.

IEM-Olsson will also assist NEMA in updating and revising its strategy for prioritizing and providing technical assistance and support to local communities with mitigation planning and project implementation. This activity will take place concurrently with review of the 2019 Plan Update, due to be approved by FEMA in the spring 2020.

#### Bidder Response

##### MITIGATION STRATEGY DEVELOP THE MITIGATION STRATEGY

Understanding the results of the hazards identification, local capability and vulnerability analysis, IEM-Olsson will assist the HMT in developing and updating the State's Mitigation Strategy. The intent of the Mitigation Strategy is to provide a comprehensive set of goals that will serve as the guiding principle for future mitigation policies and actions designed to reduce risk from identified hazards. It also provides a comprehensive and strategic analysis of mitigation techniques designed to meet the goals.

##### MITIGATION GOALS

The initial step in updating the mitigation strategy will be to reevaluate and update the existing goals and objectives. IEM-Olsson will assist Planning Committee in reviewing, reassessing, and updating the goals and objectives of the current plan(s). This will include a discussion on changes in mitigation priorities.

The next step will involve reviewing and updating the status of previous mitigation action items listed in the previous plans. This review will include a status update of the mitigation actions listed in the previous plan that (1) were completed; (2) are ongoing; (3) continue to be included in the plan update; or (4) need to be deleted because they are no longer a community priority. This step is particularly important given the recent hazard incidents that have affected the state.

##### MITIGATION ACTIONS

IEM-Olsson, in coordination with the mitigation planning committee, will review a comprehensive range of mitigation actions (both structural and nonstructural) designed to address the issues or concerns identified in the updated hazard and vulnerability and capability assessment. Based upon this review, IEM-Olsson will assist the planning team in identifying and analyzing mitigation actions and projects, by hazard, designed to reduce the potential impacts from each. IEM-Olsson will assist the Planning Team in developing and updating the list of potential funding opportunities to support the prioritized mitigation actions developed as part of the Mitigation Strategy. IEM-Olsson has years of experience working with communities throughout the U.S. country in finding innovative approaches to funding mitigation related activities. We are currently working with Louisiana, Florida, New Jersey, New York and North Carolina on implementing creative approaches to fund mitigation related

activities through Global Match. We are abreast of the traditional FEMA Hazard Mitigation Assistance (HMA) and HUD CDBG-DR programs, but we are also on the front-end of the new Community Development Block Grant Mitigation (CDBG MIT) and Building Resilient Infrastructure and Communities (BRIC) programs that provide additional opportunities to mitigate critical infrastructure outside of the traditional funding programs.

### MITIGATION ACTION PLAN

The final step in completing the Mitigation Strategy is the development of the Mitigation Action Plan (MAP). The MAP includes a prioritized list of proposed hazard mitigation actions (policies and projects). As the plan of action, the MAP is the most essential outcome of the mitigation planning process. IEM-Olsson will conduct a Mitigation Action Workshop to assist NEMA in developing a list of mitigation actions and projects. FEMA and NEMA staff will be invited to participate in the workshop. As part of the workshop, IEM-Olsson will assist the HMC in prioritizing the list of specific mitigation actions by focusing on the economic and cost effectiveness, engineering, technical, legal, environmental, social, and political feasibility of each action. The final MAP will include the list of prioritized actions along with the project priority, funding sources, the responsible party, and timeframe for completion of each project. Each county and participating jurisdiction will have its own MAP that reflects the needs and concerns of that jurisdiction. IEM will also assist NEMA and the stakeholder agencies in developing mitigation action worksheets for the top two mitigation actions/projects. The mitigation action worksheets provide general information required to begin developing Hazard Mitigation Assistance project applications, and, will translate the risk assessment into actionable projects that will mark progress in the next planning cycle.

## 4. FINALIZE THE STATE PLAN & PLAN MAINTENANCE

### Timeline & Methodologies

#### March – June 2020

Our methodology to maintaining the Nebraska State Hazard Mitigation Plan involves an “up-front” emphasis on developing a method and schedule to sustain the plan as a living document that captures conditions as they change; new information that becomes available; new disasters are declared; and actions that demonstrate progress over the life of the plan. Following the five-year plan update requirements prescribed by 44 CFR, Part 201.4 and FEMA guidance, NEMA and IEM-Olsson will collaboratively develop a three-phase process that monitors implementation, evaluates effectiveness, and updates the plan over the five-year planning cycle. IEM has previously integrated this process in numerous hazard mitigation plans, which has allowed communities to successfully track progress in mitigation, as it is achieved, and document the level of risk reduction related to specific hazards over time. Each phase of the plan maintenance process provides the framework to:

- Ensure that the mitigation strategy is implemented according to the plan
- Provide the foundation for an ongoing statewide comprehensive mitigation strategy/program
- Standardize long-term monitoring of hazard-related activities
- Integrate mitigation principles into agency officials’ daily job responsibilities and department roles
- Maintain momentum and continuity through continued engagement and accountability in the plan’s progress

### Bidder Response

Our plan maintenance process is detailed in the following elements:

### MONITORING THE PLAN

The State Hazard Mitigation Plan Team and IEM-Olsson will collaboratively shape the annual monitoring system, to:

- Engage NEMA, their planning partners, and representatives from other agencies
- Establish monitoring roles and responsibilities
- Identify coordination roles for lead positions and supporting agencies
- Identify agency, organizational, and community representatives responsible for implementing Mitigation Actions
- Determine the annual monitoring schedule
- Establish annual procedures for tracking progress of Mitigation Actions
- Develop a report form or worksheet to capture the status of Mitigation Actions
- Provide opportunities for public participation and input in the plan maintenance process
- Establish participation in the monitoring process as a regular administrative function within NEMA and each participating agency
- Compile an annual report to submit to mitigation stakeholders that demonstrates progress in Mitigation Actions

### **EVALUATING THE PLAN**

NEMA and IEM will collaboratively shape the annual evaluating process to measure effectiveness of the plan to:

- Determine the annual evaluation schedule, which may include evaluation of the plan following a disaster event; when funding may become available; or concurrent with the review and revision cycle of other community plans
- Engage NEMA, their planning partners, and other mitigation stakeholders in the evaluation process
- Establish roles and responsibilities for evaluating the plan
- Identify coordination roles for the lead position within NEMA and within each supporting agency
- Develop standard assessment procedures, including evaluation metrics, to review and measure the progress of each of the plan goals
- Identify additional potential evaluation measures; e.g., level of integration of hazard mitigation into existing or new planning mechanisms
- Collect and compile hazard and impact data for future updates
- Identify new or revised policies and regulations—state and federal—that have the potential to influence mitigation goals or actions
- Provide the opportunity for public participation and input in the plan maintenance process
- Establish the evaluation process as a regular administrative function of the office or position to which it is assigned
- Compile a report to submit to key State officials and other stakeholder agencies including the public that demonstrates the State's progress in reducing risk

### **UPDATING THE PLAN**

44 CFR, Part 201.4 stipulates that the State plan be updated every five years. IEM-Olsson will adapt the plan maintenance method and schedule to the desired planning schedule as directed by NEMA. Along with review of the annual Evaluation Reports, which will serve as the basis of the next plan update, IEM-Olsson will work collaboratively with the Planning Team to review and revise the plan to reflect changes in development; progress in State mitigation efforts; changes in priorities; climate change adaptation, and any conditions that change due to subsequent disasters. Steps in this process will include:

- Establish plan update roles and responsibilities.
- Identify the name of department and title of the individual responsible for updating the plan
- Re-confirm the commitment of planning partners and agency representatives
- Establish procedures to provide periodic updates to key officials, which will maintain support and provide accountability for implementation of the plan
- Establish the update schedule of activities, allowing sufficient time to obtain funding, if required, and complete review and revision of plan sections, including:
  - Review and update of hazard profiles, risks and vulnerabilities

- Review and update of mitigation capabilities and obstacles
- Review and update climate change and adaptation policies, plans and studies that may impact hazard events
- Review progress in relation to integration of hazard mitigation into existing planning mechanisms
- Review and update of the mitigation strategy, including goals, objectives, completed actions, status of actions in the current plan, and consideration of new actions for the plan update
- Provide the opportunity for public participation and input
- Coordinate review of plan sections and draft plan
- Coordinate submission of the Final Plan along with the FEMA State Plan Review Tool to FEMA for review and approval
- Coordinate required and recommended changes to the Final Plan, if directed by the State Hazard Mitigation Officer and FEMA, Region VII
- Coordinate adoption of the Final approved plan
- IEM-Olsson will assist NEMA in assessing damages after an event and updating the mitigation strategy to include reassessing the state's priorities, goals and objectives and updating the state's Mitigation Administration Plan to meet state and federal laws and policies

### **CONTINUED PUBLIC INVOLVEMENT**

As described in the monitoring, evaluating and updating statements above, the plan maintenance process allows continuous, on-going opportunities to engage the stakeholder agencies in hazard mitigation planning and related activities. A focus of this effort is ongoing outreach about the benefits of hazard mitigation – through individual as well as community activities – and educating the public about achievable and effective methods and techniques to reduce hazard risks and losses related to life-safety, property, economy, and the environment. IEM-Olsson has repeatedly demonstrated success in securing community participation where previous leadership entities have been unable to identify mitigation strategies that would keep the community safe. For instance, in community after community in the state of New York, staff worked one-on-one or in small groups that included elected officials, public works directors, highway superintendents, and other jurisdictional representatives to identify hazards and develop actions to mitigate them. These representatives would be happy to serve as additional references should NEMA wish to speak with them personally about how IEM-Olsson helped them create meaningful action items.

### **HAZARD MITIGATION PLAN ADOPTION AND APPROVAL**

Because IEM-Olsson and the NEMA will secure necessary input throughout the planning process, the plan will be developed with input from all stakeholders. From the beginning of the planning process, stakeholder agencies, by virtue of being engaged in the plan development process, help to create a plan that they can confidently present to the State's leadership for adoption and implementation. Adoption of the plan will meet the federal requirement that the State demonstrate a commitment to fulfilling the hazard mitigation goals and actions outlined in the plan; legitimizes the plan; and authorizes responsible agencies to execute activities outlined in the plan. Also, in keeping with FEMA guidelines, adoption of the Nebraska State Hazard Mitigation Plan update shows that participants are recommitting to the ongoing planning process. They recognize changes in demographics, community development, and the state's risk profile that have occurred over the previous five years and validate their commitment to the goals and objectives outlined therein. IEM-Olsson will present to the mitigation planning committee a sample adoption resolution template, based on one provided by FEMA that is adaptable by all parties, for review and feedback.

### **FEMA REVIEW**

While NEMA will be afforded every opportunity to read and request changes to the updated plan throughout the planning process, the completed plan will also be made available to NEMA and the other stakeholders before it is submitted for final state and federal review. IEM-Olsson will include in its submission to NEMA draft copies of the 2021 Nebraska State Hazard Mitigation Plan and the FEMA-



prescribed Review Tool for both agencies to use during review and approval. If changes and/or corrections are required as a result of the State review, IEM-Olsson will incorporate the required changes and resubmit the updated draft within 30 days of receiving recommendations from the State. IEM-Olsson will also help NEMA make changes and/or corrections that may result from FEMA's review of the revised Plan and prepare the plan for resubmittal. After being informed by NEMA that FEMA has designated the plan as Approved Pending Adoption (APA), IEM-Olsson will assist NEMA in notifying stakeholder agencies of the Plan's imminent adoption. The State must adopt the plan within one (1) year of FEMA's notice of the plan being Approved Pending Adoption.

#### **SUBMIT FINAL UPDATED, ADOPTED STATE PLAN TO FEMA**

IEM will continue to coordinate with NEMA throughout the final adoption process and submission of the final plan to FEMA, to ensure that stakeholders remain informed about the plan status. Following adoption of the 2021 Nebraska State Hazard Mitigation Plan, and submission of evidence of the adoption, NEMA and IEM-Olsson will coordinate submission of the final adopted plan to FEMA Region VII. This will occur upon submission of the record of adoption to FEMA Region VII and receipt of its official approval letter stating that the plan is approved and eligible for FEMA HMA programs. The approval letter will include the expiration date five (5) years from the date of the letter. Attached to the approval letter will be a final State Mitigation Plan Review Tool that provides feedback on the strengths of the plan and makes recommendations for plan improvements during future updates, and suggestions for implementing the mitigation strategy.

#### **5. ADDITIONAL SUB-TASKS**

a. Document stakeholder participation in the HMP update as required via sign in sheets, meeting minutes, completed surveys, etc.

#### **Timeline & Methodologies:**

##### **March – June 2020**

We will develop all documentation required for the planning process, including meeting materials (sign in sheets, meeting minutes, completed surveys, etc.); data sets; planning worksheets; mitigation action worksheets; project prioritization in scoring sheets; and others. Documentation will be maintained by IEM-Olsson, will be made available to NEMA at any time, upon request, and will be transferred to NEMA upon completion of the project.

#### **Bidder Response:**

As the entity responsible for managing the plan update, IEM-Olsson will provide all documentation for stakeholder participation as required per the FEMA-directed process and guidelines. For each meeting, large or small, we will retain file copies of meeting announcements; invitations sent to stakeholders; public notices; meeting agendas and handouts; sign-in sheets; and meeting minutes. The risk and capabilities assessments may also require that the Hazard Mitigation Team (HMT) develop community surveys to secure input from internal and external stakeholders. Copies of the surveys and survey results will be included in an appendix to the plan update. At the start of, and throughout, the planning process, IEM will confer with NEMA and the CPT to determine how meetings and activities are being documented and confirm that the way matters are handled are in keeping with the NEMA's preferences.

Documentation of stakeholder participation will begin with the IEM-Olsson's kickoff meeting with NEMA representatives and the HMT. A member of the IEM-Olsson team will record participant comments and document the flow of the meeting, decisions made, agreed upon next steps, and so forth. All meeting documentation will be collected and included as an appendix to the plan updated or retained separately and made available to anyone by request, as determined by NEMA. The latter approach is sometimes used in order to minimize the length of the plan or appendices, but IEM-Olsson is willing to handle the matter however the

state prefers. The documentation process will serve as a record for all meetings and events from the start of the planning process until the plan update is complete.

**b. Review local hazards within the State and incorporate data, as necessary.**

**Timeline & Methodologies:**

**March 2020**

IEM-Olsson will perform a comprehensive review all local hazard mitigation plans and create an inter-active data-base that can be maintained as local plans are updated and revised. This review will capture hazards by type, priority, and other elements as requested by NEMA.

**Bidder Response**

There is a symbiotic relationship between statewide mitigation planning and planning done at the local level. Local planners rely on information from NEMA or from the SHMP to provide an overall snapshot of the mitigation process as it occurs statewide. Likewise, the state depends on jurisdictional-level subject matter experts, or those who best know their community, to share information about perceived hazard risk and community vulnerability at the local level. As such, IEM-Olsson would begin reviewing all local HMPs from the outset of the plan update process and discuss with regional subject matter experts (SMEs) hazards and risks as they are locally perceived. Local SMEs are welcome as participants in the statewide planning process should they be interested. As Nebraska residents, they are stakeholders in the statewide plan.

**c. Incorporate other plans/studies into the HMP & update as deemed necessary by NEMA.**

**Timeline & Methodologies:**

**March -May 2020**

Relevant plans and studies will be incorporated into the HMP as part of the planning process. The IEM-Olsson team will review and update, as needed, information related to existing plans and studies, and research any additional plans and studies to identify new or changed data related to hazard and their impacts. In addition, plans and other documents may substantiate changes in policies, capabilities and relevant programs such as climate change adaptation. In addition to the planning process, a methodology to review of plans and studies throughout the monitoring, evaluating and updating process will be presented in the plan for implementation during the planning cycle.

Review of relevant plans and studies is important for several reasons: it is a FEMA requirement; NEMA documents provide an overview of statewide hazards, risks, and related issues; and the situation "on the ground" changes daily depending on elements such as the weather, population movement, hazard events, and so forth. IEM-Olsson will review State of Nebraska documents addressing environmental issues, economic conditions, and other elements that affect mitigation planning. IEM-Olsson has already consulted the 2014 and 2019 SHMPs and will further its research immediately after the contract has been awarded. Many of these documents are referred to in the 2014 and 2019 SHMPs and in local planning documents, but additional resources may come to light and these, too, will be reviewed.

**Bidder Response**

The plan maintenance process allows continuous, on-going opportunities to incorporate hazard mitigation goals and actions into existing planning mechanisms. NEMA and IEM-Olsson will collaboratively:

- Identify existing planning efforts and processes within the state
- Coordinate with stakeholder agencies to develop methods and access points for hazard mitigation
- Identify State planning needs that may be enhanced through hazard mitigation efforts
- Annually evaluate progress in implementation and incorporation of the plan's goals into State ongoing and long-term planning efforts and processes

#### d. HMP will be updated to include relevant information from recent disaster events.

##### Timeline & Methodologies:

##### March – April 2020

The process of consulting material relevant to SHMP updates is already underway. In addition to having read the existing State HMPs, our team has consulted FEMA for the history of disaster declarations and begun sorting through data from NOAA's National Center for Environmental Information (NCEI), records from which are more extensive than those of many other states. Upon starting work on the plan update, team members will review documents from local planning councils, state agencies, sources of important agricultural information, and other relevant inputs.

##### Bidder Response

The most recent State Hazard Mitigation Plan Update was completed in late 2019 and approved by FEMA in January 2020. As such, the plan includes information about disaster declarations that were awarded earlier in the year and in previous years. But information about the impact of these events on the communities in the state, and information from sources such as NCEI and The Tornado Project is collected on an ongoing basis. With the significant of the historic flooding that occurred statewide in 2019, IEM-Olsson will look at real-time data to ensure that the most recent information is collected and factored into plan updates and potential HMA activities. IEM will also consult with NEMA professionals and subject matter experts in local jurisdictions to secure qualitative input.

Located as it is in the Great Plains, Nebraska is subject to more extreme weather patterns than some other parts of the nation. A blizzard, ice jam, or other major catastrophic event may unexpectedly occur and would, therefore, not be listed in databases nor updated daily. IEM will "keep a finger on the pulse," so to speak, to ensure that relevant past and current hazard event data is factored into the risk analysis and vulnerability assessment.

**Tornadoes in Nebraska: Tornadoic Events through 12/31/2017**



Source: <http://www.tornadohistoryproject.com>, January 14, 2020.

IEM-Olsson has begun to review the history of disaster events by consulting several resources: the 2014 and 2019 plans, the list of FEMA declarations for the state of Nebraska; The Tornado Project website; and NOAA's National Center for Environmental Information (NCEI). These are reputable and reliable resources, but there is often a time lag for available information. For example, as of January 2020, NCEI's data base is current updated through September 30, 2019. Another example is shown below, a screen shot from The Tornado Project.

This is an excellent illustration of Nebraska tornadic activity, and it also shows how the path of events beginning in neighboring states may travel into The Cornhusker State and vice versa. As useful as the Tornado Project

website is for data tracking, its information is updated only through 2017, so we would consult additional resources to be sure that the most currently available information is included in plan updates.

It is worth noting that writing a mitigation plan or a plan update takes place over a period of months. It is not unusual to find that data analysis completed at the beginning of the process is somewhat dated by the time a plan or annual update is submitted to the state or FEMA for review. It is generally assumed that, through no fault of a plan author, that there are times when the most recent data has not been tabulated. However, we emphasize that IEM-Olsson will make every effort to ensure that the most current resources are consulted and to indicate data limitations where they exist.

**e. Identify project milestones for the completion of the project and submit information for review & approval by NEMA.**

**Timeline & Methodologies:**

**March – August 2020**

The table below illustrates project milestones based on the tasks outlined in the solicitation for bids. These tasks follow the Federal requirements described in the Title 44 Code of Federal Regulations, Part 201.6, for developing, adopting, and updating State Hazard Mitigation Plans. This format is consistent with the State's desire to update the 2019 State Mitigation Plan and but will ensure that all the current criteria for FEMA-approved plans are met. In addition, the plan update will position the State for the next scheduled EMAP accreditation.

**Bidder Response**

- Conducting outreach to key stakeholders and others in the community with an interest in hazard mitigation.
- Developing or updating hazard risk maps using the best available data utilizing IEM and County GIS experts and other research specialists.
- Identifying facilities and critical lifelines, emphasizing mitigation activities that focus on identified vulnerabilities.
- Focus on vulnerabilities that may potentially affect State structures, identifying a range of cost-effective mitigation actions.
- Developing a comprehensive mitigation strategy that addresses the highest potential for loss reduction for existing and future buildings and infrastructure and community lifelines.
- Propose best practices to efficiently keep the plan current throughout the FEMA-designated five-year planning cycle and develop a method for staff and stakeholders to maintain and monitor the plan.

These milestones demonstrate that IEM-Olsson can complete the current and future plan updates within budget and within the agreed-upon time frame.

**f. Provide Technical Assistance to ensure HMP is consistent with new laws, policies or regulations at the federal, state, or local level.**



**Timeline & Methodologies:****March – April 2020**

The effort to track new laws, policies, regulations, and procedures is ongoing. The RFP states that NEMA would like to hold monthly meetings with the IEM-Olsson team to stay abreast on the status of the plan update, and these meetings offer the perfect opportunity to discuss new developments at the local, state and federal level.

**Bidder Response**

It will be particularly important for the IEM-Olsson team to learn from NEMA and its stakeholders about activities at the state and jurisdictional level. In given jurisdictions within any state, elections are often held at any given point in the year. As a result of these events, there may be new officials elected to office whose role will include participating in the mitigation planning process. Likewise, elections and regular legislative meetings offer opportunities to review codes and guidelines that affect mitigation, such as the approval of building codes or implementation of floodplain management plans. IEM-Olsson looks forward to the two-way dialogue that will result from monthly discussions about new developments, and such conversations may take place more often should circumstances prove this to be useful.

As a premier international disaster response and recovery firm, IEM maintains a cadre of subject matter experts who stay abreast of federal, state and local legal, policy and regulatory developments and Olsson maintains the same level of expertise in monitoring and applying changes in policy. Executive leadership, including the company President and her management team, serves with representatives of FEMA, HUD and other federal organizations, and with leadership at other government levels, to stay abreast of policy developments. All IEM-Olsson staff are measured in how well they perform not only daily tasks for which they are responsible, but also on the degree to which they stay current on developments in the field and share newly acquired information with team members.

It was previously mentioned that Vice President Elizabeth Zimmerman, a former FEMA official, is considered an expert in BRIC, an innovative program to fund large-scale mitigation projects. Her expertise in BRIC and other funding resources will be an asset to the State of Nebraska as we brainstorm ways to fund projects outlined in the SHMP

**g. Provide Technical Assistance to facilitate the planning process with external stakeholders and NEMA.****Timeline & Methodologies:****March - August 2020**

The process to engage stakeholders will begin with the first meeting held between NEMA and IEM once the contract has been signed and the project initiated. Public notices will be disseminated through news media, the State web site, and other channels of communication identified as ones that will reach the largest target audience. Meetings will be open to the public, and minutes of all meetings will be made available so the public can track the progress of the plan update each year. IEM-Olsson will develop a list of groups generally invited to participate in mitigation planning: business and civic groups, non-profit organizations, educational institutions, health and welfare agencies, and so forth. NEMA and planning committee members will be asked to provide names of individuals and organizations unique to the state and its jurisdictions who should be invited to participate.

**Bidder Response**

IEM-Olsson can demonstrate its strong track record of developing positive relationships with all sectors of the community during the process of mitigation planning and project development. We take seriously the guidance outlined on page 11 of the March 2015 edition of the FEMA State Mitigation Plan Review Guide, which states that:

The planning process is as important as the plan itself. Any successful planning activity, such as developing a comprehensive plan or local land use plan, involves a cross-section of stakeholders to reach consensus on desired outcomes or to resolve a problem. The result is a common set of values and widespread support for directing financial, technical, and human resources to an agreed-upon course of action, usually identified in a plan. The same is true for mitigation planning.

NEMA, its partner State agencies, local jurisdictions, and other stakeholders will, as a result of the planning process, be tasked with carrying out the initiatives and activities outlined in the plan updates. It behooves IEM-Olsson, NEMA, and the planning committee to engage any and all parties interested in furthering the State's efforts to enhance mitigation and improve resiliency.

## 3.3 APPENDIX

IEM Mitigation Planning Experience

Banking Reference

Certificate of Insurance

Terms & Conditions Forms, Sections II-IV

**IEM Mitigation Planning Experience.****Experience Matched to NEMA-Required Skills**

Position	Staff Member	Areas of Expertise
<b>IEM</b>		
<u>PROJECT MANAGER</u>	Sheila M. Hascall	<ul style="list-style-type: none"> <li>• IEM Manager of Mitigation Programs/ Resiliency</li> <li>• Former Nebraska State Hazard Mitigation Officer</li> <li>• NY State Hurricane Sandy HMGP Grant Manager</li> <li>• NY State HMP 2014 &amp; 2019</li> <li>• Local Mitigation Plan Action development (2018-2019)</li> <li>• Nebraska State HMP update 2011 and initiated 2014</li> <li>• Nebraska HM Admin plan development (Several Iterations)</li> <li>• New York HM Admin Plan development 2011 through 2018</li> <li>• Global Match Strategy development and implementation (eight (8) disasters)</li> <li>• CDBG/HUD (DR, ED, MIT), USACE, AG, EPA, ESF, NGP</li> <li>• Managed HMGP and HMP programs for 24 federally declared disasters</li> <li>• Managed over \$2 billion in hazard mitigation funds and oversaw 75 employees working the life cycle of hazard mitigation programs in NY State</li> <li>• PDM, FMA, SRL, RL 2007-2019 cycles</li> </ul>
<u>DEPUTY PROJECT MANAGER</u>	Miranda Rogers	<ul style="list-style-type: none"> <li>• HMA Subject Matter Expert who has provided grants management on projects totaling over \$1 Billion</li> <li>• During a four-month period, provided technical assistance on compliance to federal laws and regulations to communities that developed 2,500 project applications</li> <li>• Former Nebraska Deputy State Hazard Mitigation Officer</li> <li>• Supported communities throughout Nebraska in developing Local All Hazards Mitigation Plans, Multi-Jurisdictional All Hazards Mitigation Plans, and Public Power District Hazard Mitigation Plan Updates – both as standalone documents and as appendices to the Standard State Mitigation Plan.</li> <li>• Ensured that all proposed mitigation projects complied with laws related set forth by the Nebraska Department of Environment and Historic Preservation, the federal National Flood Insurance Program, and project-related regulations.</li> <li>• Conducted quality assurance reviews to assist IEM client, the New York State Department of Homeland Security and Emergency Services in review of sub-applications</li> <li>• Met with federal, state, and local officials to discuss acquisition and flood control projects.</li> <li>• Maintained database of all approved projects for budgetary and quarterly reporting purposes.</li> <li>• Researched project feasibility and completed a FEMA-required Benefit Costs Analysis (BCA) for client project submissions</li> </ul>
<u>PROJECT MANAGER</u>  <u>SENIOR PLANNER – EMAP COMPLIANCE</u>	Nancy J. Freeman	<ul style="list-style-type: none"> <li>• Spearheaded development of 2014 NY State Hazard Mitigation Plan and supported the State's 2019 Update; local plan reviewer for NY State</li> <li>• Lead Planner for Herkimer County, NY All-Hazards Multi-Jurisdictional Hazard Mitigation Plan</li> <li>• Former Director of Emergency Management for Nassau County</li> <li>• Served as Senior Mitigation Planner for Duval County (Florida)</li> <li>• Nationally recognized assessor for the Emergency Management Accreditation Program (EMAP)</li> </ul>



Position	Staff Member	Areas of Expertise
Sr PLANNER  URBAN LAND USE, HMA SME	Leroy Thompson	<ul style="list-style-type: none"> <li>• Former Florida State Hazard Mitigation Officer</li> <li>• Former Deputy Florida State NFIP Coordinator</li> <li>• Led the development of Florida's initial State Enhanced Plan</li> <li>• Spearheaded the development of Florida's Local Mitigation Strategy (LMS) Initiative, a cutting-edge approach to mitigation planning which developed disaster funding allocations to include Global Match and other mitigation management policies and programs</li> <li>• Served as Project Lead in developing New York State's acclaimed internet-based 2019 HMP update</li> <li>• Local plan reviewer for the State of New York Department of Homeland Security and Emergency Services</li> <li>• Served as Senior Mitigation Subject Matter Expert to Louisiana after Hurricanes Katrina and Rita</li> </ul>
SENIOR PLANNER, ADJUSTER, TL	Barbara A. Spaulding	<ul style="list-style-type: none"> <li>• Worked in Hazard Mitigation Planning across government levels: at FEMA, at the county level in Florida, and in support of NY State and local hazard mitigation planning</li> <li>• At the federal and state level, reviewed roughly 100 single- and multi-jurisdictional plans across the country to ensure compliance with federal and state requirements</li> <li>• Wrote county multi-jurisdictional hazard mitigation and floodplain management plans</li> <li>• Developed 125 mitigation action worksheets for local jurisdictions as preliminary HMA grant templates</li> <li>• Responsible for countywide mitigation programs, including acquisition and removal of repetitive loss properties from the floodplain</li> <li>• Deployed to 16 disaster locations nationwide in response to declarations following hurricane, severe storm, flooding and tornado events</li> <li>• Responsible for county acquisition project to remove severe repetitive loss and repetitive loss properties from the floodplain</li> <li>• Updated floodplain management plan to maintain the Community Rating Status of local jurisdictions.</li> </ul>
NFIP-CRS SME, FLOOD MITIGATION	Tim Keaton	<ul style="list-style-type: none"> <li>• State of West Virginia Assistant NFIP Coordinator</li> <li>• West Virginia State Hazard Mitigation Officer</li> <li>• Planning and Infrastructure Specialist for Putnam County, WV</li> <li>• Administrator for Grants, Planning &amp; Permits, Cabell Co. WV</li> <li>• Certified Floodplain Manager (CFM)</li> </ul>
GIS  PMP, HAZUS-MH	Shelby Rushing	<ul style="list-style-type: none"> <li>• Emergency Management Specialist providing GIS and other technical support across IEM projects and capabilities</li> <li>• Certified Geographic Information Systems Professional (GISP)</li> <li>• Certified Project Manager (CPM) from the Project Management Institute</li> </ul>
<u>MITIGATION /</u> <u>RESILIENCY, CDBG,</u> <u>BRIC, CFM</u>	Bradford Case	<ul style="list-style-type: none"> <li>• Thirteen-year track record of successfully managing of hazard mitigation and resilience projects of all sizes and budgets</li> <li>• Extensive experience managing complex projects across agencies and authorities in public and private sectors</li> <li>• HMGP Specialist for New York State Division of Homeland Security and Emergency Services (DHSES)</li> <li>• <b>Mitigation Director for City of New Orleans</b> through two Hazard Mitigation Plan updates</li> <li>• Along with FEMA, led the City of New Orleans through process of updating its Flood Insurance Rate Maps</li> <li>• Certified Floodplain Manager for 10 years</li> </ul>

Position	Staff Member	Areas of Expertise
<p><u>MID-LEVEL PLANNER</u></p> <p>STRATEGIES, FUNDING, QA/QC</p>	Leslie Diaz	<ul style="list-style-type: none"> <li>• PA Task Lead coordinating the recovery grant processes for the City of Houston</li> <li>• HMGP Specialist- Developed HMGP 404 applications (in excess of \$2B to FEMA) and managed multiple projects through coordination with New York State Division of Homeland Security &amp; Emergency Services.</li> <li>• Hazard Mitigation Regional Lead working with the State of New Jersey Department of Community Affairs for New Jersey Stronger HMGP Elevation Program.</li> <li>• PA Eligibility Manager-working with the New York State Governor's Office of Storm Recovery to ensure that projects met dual eligibility for HUD and other Federal program requirements</li> <li>• PA Project Specialist-for Jackson County, FL for FEMA DR-4177-FL</li> <li>• Grant Administration Consultant- for NY Rising CDBG-DR Program.</li> <li>• Provided oversight 404 HMGP with the through coordination with Office of Community Development ("OCD") for Hurricanes Katrina and Rita</li> <li>• Served as Housing Advisor Team Lead to the Louisiana Office of Community Development for Road Home Program funding distributed CDBG-DR</li> <li>• Provided SME to local jurisdictions on Public Assistance Alternative Projects (PAAP) 428</li> </ul>
<b>OLSSON, INC.</b>		
<p><u>LOCAL TECHNICAL LIAISON</u></p> <p>PE, WATER RESOURCES/ FLOODPLAIN MANAGEMENT SPECIALIST, ENVIRONMENTAL, HAZARDS</p>	Brian Dunnigan, PE	<ul style="list-style-type: none"> <li>• Served for 30 years in the Nebraska Department of Natural Resources, retiring as agency director.</li> <li>• Co-chair of the Governor's Disaster Recovery Task Force, reviewing and recommending funding for hazard mitigation projects statewide (Task Force member 1994-2014).</li> <li>• NDNR, Director for Comprehensive Surface Water/Groundwater Integrated Management Plans; NE Statewide*</li> <li>• Key developer for the State of Nebraska Groundwater Evaluation Toolbox.</li> <li>• Evaluated use of tools for future water resources management initiatives.</li> <li>• Subject matter expert on resiliency and climate change initiatives, particularly those water-related.</li> <li>• Assisted with the Nebraska Water Sustainability Fund Grant Application program.</li> <li>• Experience SME on issues at the fore of NE's future</li> <li>• Assistance with Water Sustainability Fund Grant Applications; Statewide, NE</li> <li>• Developed integrated water management plans.</li> <li>• Engineering projects include the IMP adopted jointly by the district and the Nebraska Department of Natural Resources to maintain state compliance with the interstate Republican River Compact of 1943; and the Nebraska Cooperative Republican Platte Enhancement Project (N-CORPE), Groundwater Model Development; North Platte, NE.</li> </ul>
<p><u>SENIOR PLANNER</u></p> <p>PE, CFM, PROJECT SPECIALIST</p>	Carrie Romero, PE, CFM	<ul style="list-style-type: none"> <li>• PE and/project manager for HMP initiatives, including the Papio-Missouri River NRD HMP Update.</li> <li>• SME on issues related to floodplain mapping Letters of Mapping Change (LOMC).</li> <li>• Professional engineer whose specialties include hydrologic and hydraulic analyses, channel stabilization, levee design and certification, bridge scour analysis and no-rise certification.</li> <li>• Professional engineer whose specialties include: <ul style="list-style-type: none"> <li>○ Hydrologic and hydraulic analysis</li> <li>○ Levee design and certification</li> <li>○ Channel stabilization</li> <li>○ Bridge scour analysis</li> <li>○ No-rise certification</li> <li>○ Site drainage design</li> </ul> </li> </ul>

Position	Staff Member	Areas of Expertise
		<ul style="list-style-type: none"> <li>• City of Lincoln, Beal Slough Hazard Mitigation FEMA Grant Program Application (Lincoln)</li> <li>• City of Waverly, Ash Hollow Dry Dam and FEMA Coordination (Waverly)</li> <li>• City of Wilber, Wilber Watershed Dam and FEMA Coordination (Wilber, NE)</li> <li>• Sanitary and Improvement, District No. 7, Whitetail Lake Levee Certification and FEMA Coordination (Platte County)</li> <li>• City of La Vista, Hell Creek Stabilization (La Vista)</li> <li>• City of Lincoln, Antelope Creek Bank Stabilization (Lincoln)</li> <li>• City of Omaha, Minne Lusa CSO Study and Design (Omaha)</li> <li>• City of Lincoln, Antelope Creek Flood Reduction Study (Lincoln)</li> <li>• City of Fort Calhoun, Letter of Map Revision on Missouri River Tributary 2.1 (Fort Calhoun)</li> <li>• City of Omaha, 108th and Charles Emergency Channel Repair (Omaha)</li> <li>• Lower Big Blue NRD, Turkey Creek Dam Site 15</li> <li>• Nemaha NRD, Dam Breach Analysis</li> <li>• Papio-Missouri River NRD: Dam Breach Study, Pigeon/Jones Creek Watershed Site 16 Preliminary Design (NE); Missouri River floodplain buyouts</li> <li>• Kansas Department of Agriculture, Watershed RiskMAPs and DFIRMs; KS</li> </ul>
<p><b>PLANNER</b></p> <p>CIVIL ENGINEER, PROJECT DEVELOPMENT</p>	<p>Anthony Fitzgerald</p>	<ul style="list-style-type: none"> <li>• Advises clients on FEMA &amp; NEMA policy and procedure and engages directly with FEMA officials.</li> <li>• Developed 20+ Notice of Intents for NEMA funding following the 2019 flooding for various Nebraska municipal clients.</li> <li>• Performs project site construction observation, contractor advisement, and engaging in field engineering. Anthony's experiences have given him a solid foundation to manage logistics and public relations, as well as manage financial resources.</li> <li>• South Sioux City, On-Call Services Wrote &amp; Administered \$2.5M Grant (South Sioux City)</li> <li>• City of Crete, Public Library Street Repairs (Crete)</li> <li>• City of Crete, Paving Districts (Crete)</li> <li>• Multiple local one- and six-year Street Plan Presentations in Falls City, Wilber and Panama.</li> <li>• City of Lincoln, Transportation Implementation Strategy Public Involvement Support for Better Streets Educational Campaign</li> <li>• Lincoln/Lancaster County RTSD, N. 33rd Street and Cornhusker Highway</li> </ul>
<p>PLANNER/PUBLIC ENGAGEMENT</p> <p>PE, SENIOR ENGINEER, WATER RESOURCES, CFM</p>	<p>Travis Figard</p>	<ul style="list-style-type: none"> <li>• Conducted wetlands evaluations and U.S. Army Corps of Engineers (USACE) Section 408 permitting.</li> <li>• SME in Environmental permitting and planning</li> <li>• Managed Beal Slough Flood Reduction Study; Lincoln, NE</li> <li>• Lower Republican and Tri-Basin NRDs, Platte Republican Diversion Project; Holdrege, NE</li> <li>• Managed development of the All Hazard Mitigation Plan for the Little Blue Natural Resource District (Davenport, NE)</li> <li>• Oversee structural watershed improvement and flood projects to improve community resiliency</li> <li>• Strong regional knowledge from projects worked as a registered Professional Engineer in the states of Nebraska, Iowa and Kansas</li> </ul>



Position	Staff Member	Areas of Expertise
<p><u>PLANNER</u></p> <p>GEOLOGIST, GROUNDWATER TECHNICAL LEAD</p>	Karen Griffin	<ul style="list-style-type: none"> <li>• Professional geologist with over 20 years of experience in groundwater modeling, environmental science, hydrogeology, watershed management and site remediation.</li> <li>• Serves as Olsson's Lincoln-based professional geologist working in Nebraska, Wyoming, Kansas and Missouri</li> <li>• Former Denver-based groundwater and remediation projects manager at the Rocky Mountain Arsenal (Commerce City, CO)</li> <li>• Experience managing industrial and federal contracts for large waste management companies and the US Department of the Army in locations along the Front Range of the Rocky Mountains in Colorado.</li> <li>• Lower Big Blue NRD, Groundwater Management Plan Update (Beatrice)</li> <li>• Lower Platte North and Lower Elkhorn NRDs, Voluntary Integrated Management Plan Updates (Wahoo)</li> <li>• Lower Republican and Tri-Basin NRDs, Platte Republican Diversion Project (Holdrege)</li> <li>• NE Army National Guard, Camp Ashland Training Site (CATS) Area E Lake Water Quality Monitoring of Platte River (Ashland)</li> <li>• NDNR, Nebraska State Legislative Water Funding Task Force.</li> <li>• NDNR, Republican River Basin-Wide Water Management Plan; Republican River Basin</li> <li>• Pappio-Missouri River NRD, Groundwater Management Plan Update and Integrated Management Plan for Surface and Groundwater Management (Omaha)</li> <li>• Sarpy County, Brownfields Assessment Grant Writer for the PCS Nitrogen Property at the confluence of the Platte and Missouri Rivers and, EPA Brownfield Assessment Grant, PCS Nitrogen Site</li> <li>• Upper Loup and Lower Loup NRDs, Voluntary Integrated Management Plan Updates (Ord and Thedford)</li> </ul>
<p><u>Planner</u></p> <p>Public Relations, Master Planning</p>	Stacey Roach	<ul style="list-style-type: none"> <li>• Project management and professional involvement specialist with experience in government and community-based organizations.</li> <li>• Served for ten years on the City of Lincoln Parks &amp; Recreation Department Planning &amp; Design Team.</li> <li>• Expertise in master planning, public engagement, event planning, stakeholder involvement and consensus building.</li> <li>• Olsson Nebraska Highway &amp; Streets Public Involvement Initiatives include: <ul style="list-style-type: none"> <li>○ City of Omaha, Crown Point Avenue, 72nd Street to Blair High Road (Omaha)</li> <li>○ City of Omaha, 13th St. Walkability Study and Improvements (Omaha)</li> <li>○ Lincoln/Lancaster County RTSD, 33rd Street and Cornhusker Highway Improvements (Lincoln)</li> <li>○ City of Lincoln, Transportation Implementation Strategy Public Involvement (Lincoln)</li> <li>○ City of Lincoln, Citizens Transportation Coalition Public Involvement (Lincoln)</li> <li>○ NDOT U.S. 77 to U.S. 75 Public Involvement (Burt County)</li> <li>○ NDOT Burwell West Public Information Meeting Strategy and Implementation (Burwell)</li> <li>○ NDOT U.S. 6 and U.S. 34 Hastings Roadway Design Public Involvement (Hastings)</li> <li>○ NDOT Eagle South Roadway Design Public Involvement (Cass and Otoe Counties)</li> <li>○ NDOT Fremont-Inglewood/Cloverly Road Public Involvement (Dodge County)</li> <li>○ NDOT, Blair-Herman Public Involvement; Washington County, NE</li> </ul> </li> </ul>





January 27, 2020

Annette Walton / Nancy Storant, Buyer(s)

RFP # 6202 Z1

State Purchasing Bureau

1526 K Street, Suite 130

Lincoln, NE 68508

(402) 471-6500

[as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov)

To Whom It May Concern:

Innovative Emergency Management, Inc. ("IEM") has asked Bank of America, N.A. ("Bank of America") to evaluate the feasibility of providing financing to support the capital requirements associated with fulfilling the contract supporting the RFP # 6202 Z1. Currently, IEM has a of \$15,000,000 line of credit commitment (the "Credit Facility") in place. The amount outstanding under the Credit Facility is currently \$139,686 consisting of letters of credit and IEM is considered an important commercial client. IEM has been a client of the Bank for approximately 9 years and has satisfactorily fulfilled its obligations to the Bank.

Bank of America is fully supportive of IEM's efforts to win and perform under the contract and is prepared to consider additional capital requests subject to an 85% advance rate against eligible state government accounts receivable, contingent upon IEM being awarded the contract and satisfactory completion of due diligence, to include negotiation of terms and conditions mutually acceptable to both parties. The issuance of a firm commitment by Bank of America will be in the form of a further written letter agreement, identifying itself as a "commitment letter", and will be subject to, among other conditions precedent, subject to the satisfactory completion of a due diligence review, receipt of necessary internal credit approvals and execution of acceptable commitment documentation.

Very Truly Yours,

Bank of America, N.A.

By:

Name: Keith T. Erazmus

Title: Senior Vice President



**II. TERMS AND CONDITIONS**

Bidders should complete Sections II through VI as part of their proposal. Bidders should read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the solicitation, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this solicitation. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

Bidders should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the bidder's proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one Party has a particular clause then that clause shall control;
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

**A. GENERAL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
VSE ✓			

The contract resulting from this solicitation shall incorporate the following documents:

1. Request for Proposal and Addenda;
2. Amendments to the solicitation;
3. Questions and Answers;
4. Bidder's proposal (Solicitation and properly submitted documents);
5. The executed Contract and Addendum One to Contract, if applicable; and,
6. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda, and 5) the bidder's submitted Proposal.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

**B. NOTIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
VSE ✓			

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or five (5) calendar days following deposit in the mail.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

**C. BUYER'S REPRESENTATIVE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
VSE ✓			

The State reserves the right to appoint a Buyer's Representative to manage [or assist the Buyer in managing] the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the Contractor will be provided a copy of the appointment document, and is required to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

**D. GOVERNING LAW (Statutory)**

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

**E. BEGINNING OF WORK**

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the awarded bidder. The awarded bidder will be notified in writing when work may begin.

**F. AMENDMENT**

This Contract may be amended in writing, within scope, upon the agreement of both parties.



**G. CHANGE ORDERS OR SUBSTITUTIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
VSE ✓			

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the solicitation. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

In the event any product is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract or purchase order to include the alternate product at the same price.

**\*\*\*Contractor will not substitute any item that has been awarded without prior written approval of SPB\*\*\***

**H. VENDOR PERFORMANCE REPORT(S)**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
VSE ✓			

The State may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications. The State Purchasing Bureau may contact the Vendor regarding any such report. Vendor performance report(s) will become a part of the permanent record of the Vendor.

**I. NOTICE OF POTENTIAL CONTRACTOR BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
VSE ✓			

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or

permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

**J. BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
VSE ✓			

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby. OR In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchase goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

**K. NON-WAIVER OF BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
VSE ✓			

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

**L. SEVERABILITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
VSE ✓			

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

**M. INDEMNIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
VSE ✓			

**1. GENERAL**

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

**2. INTELLECTUAL PROPERTY**

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this solicitation.

**3. PERSONNEL**

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Contractor.

**4. SELF-INSURANCE**

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (§ 81-8,294), Tort (§ 81-8,209), and Contract Claim Acts (§ 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

**5.** The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

**N. ATTORNEY'S FEES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
VSE ✓			

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs, if the other Party prevails.

**O. RETAINAGE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
VSE ✓			

The State will withhold ten percent (10%) of each payment due as retainage. The entire retainage amount will be payable upon successful completion of the project. Upon completion of the project, the Contractor will invoice the State for any outstanding work and for the retainage. The State may reject the final invoice by identifying the specific reasons for such rejection in writing to the Contractor within forty-five (45) calendar days of receipt of the final invoice. Otherwise, the project will be deemed accepted and the State will release the final payment and retainage in accordance with the contract payment terms.

**P. ASSIGNMENT, SALE, OR MERGER**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
VSE ✓			

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.



**Q. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
VSE ✓			

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

**R. FORCE MAJEURE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
VSE ✓			

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party, and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

**S. CONFIDENTIALITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
VSE ✓			

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

**T. EARLY TERMINATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
VSE ✓			

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
  - a. if directed to do so by statute;
  - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
  - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
  - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
  - e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
  - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
  - g. Contractor intentionally discloses confidential information;
  - h. Contractor has or announces it will discontinue support of the deliverable; and,
  - i. In the event funding is no longer available.

**U. CONTRACT CLOSEOUT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
VSE ✓			

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor Contractor, person or entity in the assumption of any or all of the obligations of this contract;

5. Cooperate with any successor Contactor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.

**III. CONTRACTOR DUTIES**

**A. INDEPENDENT CONTRACTOR / OBLIGATIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
VSE ✓			

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the bidder's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any subcontractor engaged to perform work on this contract.



**B. EMPLOYEE WORK ELIGIBILITY STATUS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
VSE ✓			

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>.
2. The completed United States Attestation Form should be submitted with the solicitation response.
3. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

**C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)**

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all subcontracts for goods and services to be covered by any contract resulting from this solicitation.

**D. COOPERATION WITH OTHER CONTRACTORS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
VSE ✓			

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

**E. DISCOUNTS**

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the proposal. Cash discount periods will be computed from the date of receipt of a properly

executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

**F. PRICES**

All prices, costs, and terms and conditions submitted in the proposal shall remain fixed and valid commencing on the opening date of the proposal until the contract terminates or expires.

**The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.**

**The State will be given full proportionate benefit of any decreases for the term of the contract.**

**G. PERMITS, REGULATIONS, LAWS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
VSE ✓			

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

**H. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
VSE ✓			

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

**I. INSURANCE REQUIREMENTS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
VSE ✓			

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any subcontractor to commence work until the subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within one (1) year of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and one (1) year following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

**1. WORKERS' COMPENSATION INSURANCE**

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

**2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

<b>REQUIRED INSURANCE COVERAGE</b>		
<b>COMMERCIAL GENERAL LIABILITY</b>		
General Aggregate		\$2,000,000
Products/Completed Operations Aggregate		\$2,000,000
Personal/Advertising Injury		\$1,000,000 per occurrence
Bodily Injury/Property Damage		\$1,000,000 per occurrence
Medical Payments		\$10,000 any one person
Damage to Rented Premises (Fire)		\$300,000 each occurrence
Contractual		Included
XCU Liability (Explosion, Collapse, and Underground Damage)		Included
Independent Contractors		Included
Abuse & Molestation		Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>		
<b>WORKER'S COMPENSATION</b>		
Employers Liability Limits		\$500K/\$500K/\$500K
Statutory Limits- All States		Statutory - State of Nebraska
USL&H Endorsement		Statutory
Voluntary Compensation		Statutory
<b>COMMERCIAL AUTOMOBILE LIABILITY</b>		
Bodily Injury/Property Damage		\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability		Included
Motor Carrier Act Endorsement		Where Applicable
<b>UMBRELLA/EXCESS LIABILITY</b>		
Over Primary Insurance		\$5,000,000 per occurrence
<b>MANDATORY COI SUBROGATION WAIVER LANGUAGE</b>		
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."		
<b>MANDATORY COI LIABILITY WAIVER LANGUAGE</b>		
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."		

**3. EVIDENCE OF COVERAGE**

The Contractor shall furnish the Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

Nebraska Emergency Management Agency  
 Attn: Assistant Director  
 2433 NW 24<sup>th</sup> St.  
 Lincoln, NE 68524

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

**4. DEVIATIONS**

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.



**J. ANTITRUST**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
VSE ✓			

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

**K. CONFLICT OF INTEREST**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
VSE ✓			

By submitting a proposal, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Request for Proposal or project.

Bidder further certifies that bidder will not employ any individual known by bidder to have a conflict of interest nor shall bidder take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, bidder shall provide with its proposal a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall bid evaluation.

**L. STATE PROPERTY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
VSE ✓			

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

**M. SITE RULES AND REGULATIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
VSE ✓			

The Contractor shall use its best efforts to ensure that its employees, agents, and subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

**N. ADVERTISING**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
VSE ✓			

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

**O. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)**

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

**P. DISASTER RECOVERY/BACK UP PLAN**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
VSE ✓			

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods and services as specified under the specifications in the contract in the event of a disaster.

**Q. DRUG POLICY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
VSE ✓			

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

**R. WARRANTY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
VSE ✓			

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to the State, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse the State all fees paid to Contractor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

**2CFR200 SUB-PART F AND APPENDIX II  
is incorporated into this Contract as applicable:**

**S. DHS SEAL, LOGO, AND FLAGS**

The provider shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**T. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The provider will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**U. NO OBLIGATION BY FEDERAL GOVERNMENT**

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

**V. 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 provider is required to verify that none of the provider's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The provider must comply with 2 C.F.R. pt. 180, sub-part C and 2 C.F.R. pt. 3000, sub-part 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 NEMA. If it is later determined that the provider did not comply with 2 C.F.R. pt. 180, sub-part C and 2 C.F.R. pt. 3000, sub-part C, in addition to remedies available to NEMA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, sub-part C and 2 C.F.R. pt. 3000, sub-part C while this offer is valid and throughout the period of any contract that may arise from

this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**W. CLEAN AIR ACT**

1. The provider 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 provider agrees to report each violation to NEMA and understands and agrees that NEMA will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The provider agrees to include these requirements in each sub-contract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**X. FEDERAL WATER POLLUTION CONTROL ACT**

1. The provider agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The provider agrees to report each violation to NEMA and understands and agrees that the NEMA will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The provider agrees to include these requirements in each sub-contract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**Y. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)**

1. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
2. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

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

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

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

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

The Contractor, Innovative Emergency Management, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Provider understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



*Victoria Everhart*

Signature of Contractor's Authorized Official

Victoria Everhart, Acting Manager, Business Development

Name and Title of Contractor's Authorized Official

January 27, 2020

Date

**Z. ACCESS TO RECORDS**

The following access to records requirements apply to this contract:

1. The Provider agrees to provide NEMA, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers, and records of the Provider which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Provider agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Provider agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, NEMA and the Provider acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**AA. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The Contractor acknowledges that 32 U.S.C Chap.38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

**IV. PAYMENT**

**A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)**

Neb. Rev. Stat. §§81-2403 states, "[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency."

**B. TAXES (Statutory)**

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor

**C. INVOICES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
VSE ✓			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment.

NEMA cc: Administration  
 2433 NW 24<sup>th</sup> Street  
 Lincoln, NE 68524-1801  
 FAX: 402-471-7433

The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

**D. INSPECTION AND APPROVAL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
VSE ✓			

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

**E. PAYMENT (Statutory)**

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2403). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

**F. LATE PAYMENT (Statutory)**

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408).

**G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)**

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

**H. RIGHT TO AUDIT (Statutory)**

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. §84-304 et seq.) The State may audit and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.