in partnership with

WITT O'BRIEN'S

PROPOSAL FOR

FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) APPROVED STATE HAZARD MITIGATION PLAN

SOLICITATION NUMBER: 6202 Z1

State of Nebraska

January 28, 2020

CONTACT

Mary Baker

Project Manager

p. 402.474.8748

e. mbaker@jeo.com

JEO Consulting Group, Inc.

2700 Fletcher Avenue

Lincoln, Nebraska 68504

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January 28, 2020

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

RE: Federal Emergency Management Agency (FEMA) Approved State Hazard Mitigation Plan
Solicitation Number: 6202 Z1

Dear Evaluation Committee,

The year 2020 finds us entering a new decade while still reeling from the lion-like exit that last decade departed with, as state agencies and local communities are deep in the recovery efforts from the 2019 disaster related events. The governors of the Nebraska, Iowa, Kansas and Missouri are banding together to address the extreme flooding in the Missouri River Basin. In addition to the recovery efforts, preparations are being made for further flooding that may impact the state in 2020. In light of the past year's events and in anticipation of what 2020 could bring, JEO Consulting Group is thrilled to submit our team proposal for the 2021 State of Nebraska, Hazard Mitigation Plan (HMP) update.

We have outlined our project understanding, technical approach, team experience and corporate overview for the committee's evaluation. This package contains the required elements as outlined in the request for proposal for contractual services, as well as a description of our team's methodology to completing the State HMP, which includes the following tenets:

- Strong Project Management
- Team Member Technical Expertise
- Deep Planning Project Understanding
- Comprehensive Communication Methods
- Extensive Statewide Relationships

Our team's focus is on delivering a FEMA approved State HMP that will accurately assess the state's risks and capabilities, outline mitigation goals, objectives and strategies, and provide the roadmap for the state's future in mitigation. Our team brings an unequalled passion for hazard mitigation, and a driven focus in assisting state and local jurisdictions in reducing their vulnerability to risk, while building their resiliency through effective implementation of mitigation strategies.

While our future risks maybe uncertain, our ability to plan for them is not. Our team brings the talent, expertise and ability to complete the State HMP revision accurately, comprehensively, and on-time. We will capitalize on the recent events, compile historic data and information from local and regional hazard mitigation plans and assess for future risk probability and trends. This expansive assessment will enable our team to assist the state in developing innovative ways to mitigate risk across all 93 counties.

We thank you for your time and consideration of our team's proposal submission. We look forward to the opportunity to work with the State of Nebraska in creating an outstanding hazard mitigation plan.

Thank you,

Mary S Baker

Mary Baker
Project Manager

JEO CONSULTING GROUP INC
JEO ARCHITECTURE INC

p: 402.435.3080
f: 402.435.4110

2700 Fletcher Avenue
Lincoln, Nebraska 68504

jeo.com

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.

__X__ 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:	JEO Consulting Group, Inc.
COMPLETE ADDRESS:	2700 Fletcher Avenue, Lincoln, Nebraska 68504
TELEPHONE NUMBER:	402.435.3080
FAX NUMBER:	402.435.4110
DATE:	January 28, 2020
SIGNATURE:	Robert S. Brigham
TYPED NAME & TITLE OF SIGNER:	Robert S. Brigham - President

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:	JEO Consulting Group, Inc.
Bidder Address:	2700 Fletcher Avenue Lincoln, Nebraska 68504
Contact Person & Title:	Mary Baker
E-mail Address:	mbaker@jeo.com
Telephone Number (Office):	402.474.8748
Telephone Number (Cellular):	402.440.3050
Fax Number:	402.435.4110

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:	JEO Consulting Group, Inc.
Bidder Address:	2700 Fletcher Avenue Lincoln, Nebraska 68504
Contact Person & Title:	Mary Baker
E-mail Address:	mbaker@jeo.com
Telephone Number (Office):	402.474.8748
Telephone Number (Cellular):	402.440.3050
Fax Number:	402.435.4110

PART 1

Corporate Overview

A. BIDDER IDENTIFICATION AND INFORMATION

JEO CONSULTING GROUP, INC.
A FULL-SERVICE FIRM WITH OVER 200 PROFESSIONALS

W.G. Johnson Construction Company was founded in Wahoo, Nebraska, in 1937. The firm was officially incorporated in 1958, and in 1979 the corporation was renamed Johnson-Erickson-O'Brien & Associates. In 1999, Johnson-Erickson-O'Brien & Associates was officially renamed JEO Consulting Group, Inc. Since the company's beginning, we have added offices throughout Nebraska, Iowa, and Kansas.

The JEO team of professional engineers, architects, planners, surveyors, community engagement, and finance experts all work in concert with skilled technicians and support personnel to exceed our clients' expectations.

JEO provides clients with quality services, delivered on time and within budget. We keep our promises, deliver solutions dependably, and communicate clearly. As a result, we serve many of the same clients year after year.

The JEO philosophy is simple. We work tirelessly to attain your thorough satisfaction with unparalleled skill and ideal communication.

We credit our success to our values – professionalism, respect, integrity, teamwork, communication, and constant improvement. These values guide our actions and ensure that we stay on the right course as we serve our clients.

JEO has over 200 staff members. Our staff of professionals includes:

- Professional Engineers
  - Aquatics
  - Civil/Site
  - Electrical
  - Structural
  - Traffic
  - Transportation
  - Water/Wastewater
  - Water Resources
- Registered Architects
- Registered Land Surveyors
- Engineering/Architecture/Survey Technicians
- Community Planners
- Environmental Scientists
- LEED Accredited Professionals
- Certified Floodplain Managers
- Funding Specialists
- Community Engagement Specialists
- Certified Pool Operators
- Drinking Water/Wastewater Operators
- Construction Inspectors

COMPANY HEADQUARTERS
JEO Consulting Group, Inc.
1937 North Chestnut Street
Wahoo, Nebraska 68066

JEO CONSULTING GROUP, INC. WAS INCORPORATED IN NEBRASKA
In addition to being incorporated in Nebraska, JEO is registered to do business in multiple states, but primarily provides services in Nebraska, Iowa, and Kansas.

B. FINANCIAL STATEMENTS

JEO Consulting Group, Inc. is not a publicly held corporation. JEO is an engineering, architecture, surveying, and planning firm serving municipalities, state agencies, counties, and private owners since 1937. JEO was incorporated on December 24, 1958.

Since 1937, JEO has grown exponentially. Now with more employees in more locations than ever, JEO has 11 offices across Nebraska, Iowa, and Kansas. Our staff specializes in aquatics, civil/site, electrical, structural, traffic, transportation, water/wastewater, and water resources engineering; architecture; surveying; hazard mitigation and emergency planning; environmental science services; community engagement services; along with funding services.

A banking reference that can be reached is:

WAHOO STATE BANK
Gregory R. Hohl
President, CEO, and Board Director
p. 402.443.5545
e. greg@wahoostatebank.com

JEO does not have any judgments, pending or expected litigation, or other real or potential financial reversals of which the state should be cognizant. Should something arise, our firm will bring it to the state's attention.

WITT O'BRIEN'S

Witt O'Brien's has been an innovator in crisis and emergency management since 1983. No other firm has their depth of experience across both the public and private sectors. They understand your needs and challenges, because many of them have been in your seat – in government and in business. Witt O'Brien's has years of front-line experience to draw on. And crisis and emergency management is all that they do – no distractions. Witt O'Brien's mission is to bolster your mission. Their mission is to help you be readyRESILIENT™.

As a subsidiary of SEACOR Holdings, a $1 billion+ publicly traded company, Witt O'Brien's is a financially stable company with resources that come with the backing of a publicly held, financially secure company, enabling us to focus on client service and project delivery. SEACOR provides Witt O'Brien's with the necessary working capital and financial capacity to handle the financial requirements of this proposed project. We can provide our consolidated financial statements, including an audited balance sheet and income statement.

Witt O'Brien's does not have any judgments, pending or expected litigation, or other real or potential financial reversals of which the state should be cognizant. Should something arise, our firm will bring it to the state's attention.

RVW

RVW, Inc. is a private corporation, performing telecommunications engineering, electric power engineering and planning, architectural services, telecommunications billing, and GIS mapping services. Their corporate headquarters are in Columbus, Nebraska, and they have more than 80 employees who serve clients throughout the country. RVW has been in business since 1938.

RVW does not have any judgments, pending or expected litigation, or other real or potential financial reversals of which the state should be cognizant. Should something arise, our firm will bring it to the state's attention.

C. CHANGE OF OWNERSHIP

There is no change in ownership of the company anticipated during the 12 months following the proposal due date.

D. OFFICE LOCATION

The office location responsible for performance pursuant to an award of contract with the State of Nebraska is as follows:

JEO CONSULTING GROUP, INC.
2700 Fletcher Avenue
Lincoln, Nebraska 68504
p. 402.435.3080
f. 402.435.4110

E. RELATIONSHIPS WITH THE STATE

All projects listed in the following tables were completed with the designated state department within the past five years.

NEBRASKA DEPARTMENT OF CORRECTIONAL SERVICES	
PROJECT NAME	**CONTRACT NUMBER**
Nebraska Department of Correctional Services Tecumseh Steam Pipes	DCS Contract #1709A

NEBRASKA DEPARTMENT OF ENVIRONMENTAL QUALITY	
PROJECT NAME	**CONTRACT NUMBER**
Nebraska Nitrate Initiative Risk Communication	2017-70478119

NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES	
PROJECT NAME	**CONTRACT NUMBER**
NDHHS Assessment of Mutually Reinforcing Strategies	DP14-1422PPHF14

NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES	
PROJECT NAME	**CONTRACT NUMBER**
Little Blue NRD and Tri-Basin NRD Voluntary Integrated Management Plan	DNR Contract #881
NeDNR RiskMAP FY2018	DNR Contract #1099

NEBRASKA DEPARTMENT OF TRANSPORTATION	
PROJECT NAME	**CONTRACT NUMBER**
NDOR On-Call Hydraulic and Hydrologic Studies: Plymouth to Beatrice	STP-4-6(115), CN 12958
NDOR 2013 Fracture Critical Bridge Inspections	STP-NBIS(99), CN 00886
NDOR 2014 Statewide Bridge Inspections	STP-NBIS(99), CN 00886
NDOT On-Call Curb Ramp Master Services	XK1218
Nebraska City Northwest Construction Assistance	BRO-7066(29), CN 12347
NDOR Brock East Bridge Design	STP-67-1(123), CN 13103A
NDOR Greeley South	281-3(110) CN 41954
NDOT I-80 Wyoming Line to Bushnell	NH-STP-80-1(186), CN 51518
NDOR Wildcat Hills N&S	RD-71-3(1044), CN 51374
NDOR Statewide On-Call Wetlands: First Batch	VK1294
NDOR Embedded NEPA Staff	ST14(5099), CN 00703D
Wahoo Elementary SRTS Project	SRTS-78(33) CN 13291
NDOR 2015 Fracture Critical Bridge Inspections	STP-NBIS(102), CN 00924
NDOT LPA On-Call Wayne West	BRO-7090(20), CN 32067
NDOT LPA On-Call Wahoo Northwest	BRO-7078(30), CN 13143
Ponca State Park Pool Access	SRR-26(15) CN 32259
NDOR Diller South Topographic Survey	STP-103-1(111), CN 13245
NDOT I-80 Chappell to N-27	NH-80-2(103), CN 51519
NDOT Tryon-Mullen	STPD-97-3(102), CN 60823
NDOT Mullen South	STP-97-3(104), CN 61569
NDOT Ramp 6000 US-75 Storz Expressway	S-75-2(1075), CN 22696
NDOT Wood River - Platte River	80-6(107), CN 42673
NDOT N-59 Verdigre Design	STP-14-4(116), CN 32237
NDOT Potter East and West	STP-30-1(137), CN 51550
NDOT Osceola East and West	NH-81-2(146), CN 42785
NDOR West Point West Preliminary Survey	STP-32-6(113), CN 31949
NDOT Embedded NEPA Staff	ST18(5099), CN 00703F
South Sioux City Electric Fueling Station CE Services	CM-22(35), CN 32253
Martinsburg Northeast CE Services	BRO-7026(20), CN 31880
Clarkson & Howells	SRTS-19(11), CN 32188
NDOR Hartington East	STP-84-6(107), CN 32064
NDOR Verdigre to Niobrara Survey	STP-84-5(110), CN 32236
NDOR Orleans South Bridge Hydraulics	STP-89-3(111), CN 70639A
NDOT Eagle Creek North & South	NH-281-4(129), CN 81025
NDOT Syracuse South	STP-50-1(115), CN 13276
NDOT Tryon North	STP-97-3(106), CN 61618
NDOR State FC Inspections	NBIS(1028), CN 00952

NEBRASKA DEPARTMENT OF TRANSPORTATION	
PROJECT NAME	**CONTRACT NUMBER**
2016 NBIS Local Fracture Critical Bridge Load Rating	STP-NBIS(107), CN 00958
NDOR 2016 Local Fracture Critical Bridge Inspections	STP-NBIS(106), CN 953
NDOR N-59 to Verdigre	14-4(116), CN 32237
2017 NBIS State Fracture Critical Bridge Inspections and Load Rating	STP-NBIS(106), CN 00953
Arlington SRTS CE Services	SRTS-89(29) CN 22523
NDOT Mahoney State Park	SRR-13(46), CN 13346
NDOT Platte River State Park	SRR-13(47), CN 22698
NDOT Schramm State Rec Area	SRR-13(49), CN 22767
NDOT Crete Northwest LPA Bridge Replacement	BRO-7076(25), CN 13402
NDOT Genoa West LPA Bridge Replacement	BRO-7063(8), CN 42892
2017 NBIS Local Fracture Critical Bridge Inspection Services	STP-NBIS(110), CN 00953A
NDOT Potter East and West On-Call Survey	S-30-1(137), CN 32237
NDOT Verdon East and West	NH-73-1(119), CN 13307
NDOT 2018 Fracture Critical Bridges	STP-NBIS(112), CN 990
NDOT N-92 to Silver Creek	STP-39-2(107), CN 42816
NDOT 2019-2021 Statewide MS4 Permit Compliance Assistance	VK1917
NDOT PI for Long Pine Bridge	NH-20-3(114), CN 80967
NDOT PI for E. Jct. US-20 South in O'Neill	NH-281-4(124), CN 80864
NDOT PI Flood Response Project Accommodation	ER-STWD(169), CN 01005
NDOT Brunswick West Viaduct Construction Engineering	STP-14-4(14), CN 32229
NDOT Lorton West	STP-128-7(110), CN 13397
NDOT North Bend US-30	STP-79-3(108), CN 22752
NDOT Cedar Rapids West	STP-56-5(108), CN 31987
NDOT Superior North and South	STP-14-1(123), CN 42817
NDOT Stafford Holt/Antelope County Line	NH-20-4(127), CN 81026
NDOT N-39 River Overflow S of N-22	ER-39-3(106), CN 42895
NDOT In Butte and North	STP-11-4(118), CN 81003
NDOT 2019 NBIS Local Fracture Critical Bridge Inspection Services	STP-NBIS(118), CN 01003
NDOT Boyd/Holt County Line North and South	NH-281-4(128), CN 81024
NDOT Crofton West	STP-12-5(120), CN 32240

NEBRASKA DEPARTMENT OF VETERANS AFFAIRS	
PROJECT NAME	**CONTRACT NUMBER**
Nebraska State Building Division: Grand Island Veterans Home Disinfection System	500221 X6

F. BIDDER'S EMPLOYEE RELATIONS TO STATE

Mary Baker worked as state security specialist for the Nebraska Military Department from 2006 to 2011, when she took a position as a public assistance specialist with Nebraska Emergency Management Agency (NEMA). After two years assisting local and state agencies in the public assistance section, she was promoted to the State Hazard Mitigation Officer (SHMO) position and took over all responsibilities for the mitigation section for NEMA. As the SHMO, Mary coordinated all state level mitigation efforts and served as co-chair of the Governor's Task Force on Disaster Recovery and as state lead for the USACE Silver Jackets team. Mary managed all hazard mitigation grants and executed all administrative and sub-grant funds to local jurisdictions as sub-applicants. This include grant management and coordination with FEMA, as well as project management and coordination with all district, regional, county, and local levels of government.

John Callen worked for the NeDNR from 2012 to 2016 as a mitigation planner. After serving as a mitigation planner for a few months, John took on an engineer position and eventually transitioned into the Silver Jackets team as the Nebraska Department of Natural Resources (NeDNR) lead/NFIP state coordinator role for the last two years of his time at the state. John worked with FEMA, USACE, and local flood risk management staff from multiple focus areas including flood risk analysis, floodplain management, and non-structural flood risk mitigation. He served as the Nebraska NFIP State Coordinator for NeDNR, and assisted with development of the flood risk assessment for the 2014 State of Nebraska Hazard Mitigation Plan Update.

Mitch Paine worked for the NeDNR from 2013 to 2017 as the State NFIP and Flood Mitigation Coordinator. As the State National Flood Insurance Program Coordinator, he provided coordination for all state responsibilities as part of the NFIP. He conducted Community Assistance Visits to establish community-level compliance, providing general technical assistance to communities and state agencies to ensure proper compliance with floodplain management regulations. He also provided community-level assistance with the NFIP Community Rating System, which encourages higher regulatory standards for floodplain development. He served as co-chair of the Governor's Task Force on Disaster Recovery, the state lead for the USACE Silver Jackets team, the grant manager for the Flood Mitigation Assistance Grant, and an alternate emergency support function officer for the department in times of state- or federal-declared disasters.

G. CONTRACT PERFORMANCE

JEO Consulting Group, Inc. has not had a contract terminated for default or convenience, non-performance, non-allocation of funds, etc. during the past five years.

Witt O'Brien's has not had a contract terminated for default or convenience, non-performance, non-allocation of funds, etc. during the past five years.

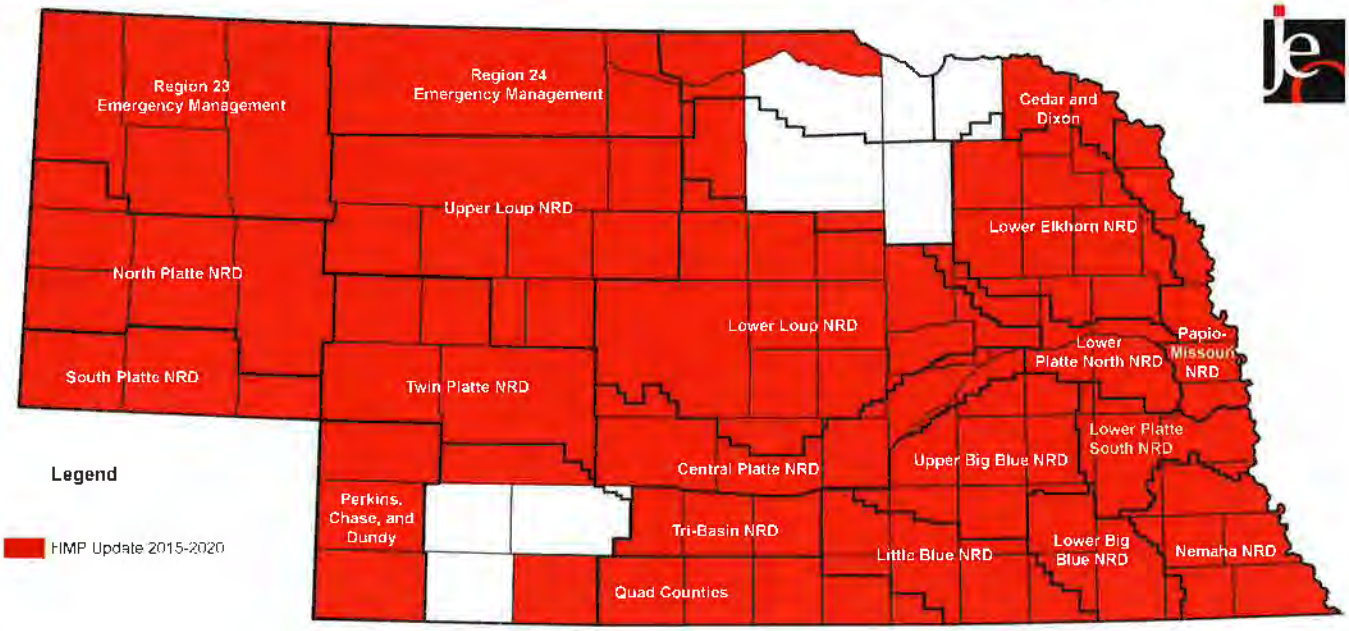
RVW, Inc. has not had a contract terminated for default or convenience, non-performance, non-allocation of funds, etc. during the past five years.

H. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

PROJECT	PROJECT ELEMENTS			
	FEMA Region VII Approved Plan	Approved on First Submittal	Multi-Jurisdictional Plan	State Level Plan
Hazard Mitigation Plan, Oglala Sioux Tribe		●	●	
Hazard Mitigation Plan, Cedar/Dixon Counties, Nebraska	●	●	●	
Hazard Mitigation Plan, Central Platte NRD	●	●	●	
Hazard Mitigation Plan, Little Blue and Lower Blue NRDs	●		●	
Hazard Mitigation Plan, Lower Loup NRD	●	●	●	
Hazard Mitigation Plan, Lower Platte North NRD			●	
Hazard Mitigation Plan, Lower Platte South NRD			●	
Hazard Mitigation Plan, Papio-Missouri River NRD	●	●	●	
Hazard Mitigation Plan, Quad Counties, Nebraska	●	●	●	
Hazard Mitigation Plan, Region 24 Emergency Management, Nebraska	●	●	●	
Hazard Mitigation Plan, Twin Platte NRD	●		●	
Hazard Mitigation Plan Update, State of Virginia[1]			●	●
Disaster-Resistant University Hazard Mitigation Plan, University of Minnesota[1]			●	
Hazard Identification and Risk Assessment, Northern Virginia[1]			●	●
Texas Hazard Mitigation Plan Development and Updated, Galveston, TX[1]			●	
State Hazard Mitigation Plan Update, University of Texas Medical Branch[1]			●	
Hazard Mitigation Plan Development and Update, Ward County, ND[1]			●	
Mitigation Plan, Elkhorn Rural PPD[2]	●	●	●	●
Mitigation Plan, Howard Greeley Rural PPD[2]	●		●	●
Mitigation Plan, Loup Valleys Rural PPD[2]	●		●	●
Mitigation Plan, Norris PPD[2]	●	●	●	●
Mitigation Plan, Seward County Rural PPD[2]	●	●		●
Mitigation Plan, High West Energy[2]	●		●	●
Mitigation Plan, Southern Nebraska Rural PPD[2]	●	●	●	●
Mitigation Plan, Southwest PPD[2]	●		●	●
Mitigation Plan, South Central PPD[2]	●		●	●
Mitigation Plan, Twin Valleys PPD[2]	●	●	●	●

1: Witt O'Brien's
2: RVW

H. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE



HAZARD MITIGATION PLAN UPDATES
NEBRASKA

The RFP outlines the submittal of three project experiences sheets, but at JEO we feel that hazard mitigation planning projects for the various districts with which we have worked are intrinsically linked. It is well established that hazards and disasters have little regard for political boundaries or planning areas. **The projects demonstrated on the map and listed in the table represent an ongoing effort across Nebraska to reduce risk and increase resilience.**

JEO's experience with hazard mitigation planning in Nebraska dates to 2007 when we were retained by the City of Wahoo to develop a single jurisdiction hazard mitigation plan. **Over the years we have invested time and resources to cultivate and refine that service to create dynamic hazard mitigation plans that meet the FEMA planning requirements and exceed our clients' expectations.** Since 2007, our team has worked with all but four of Nebraska's 93 counties in hazard mitigation planning.

Our planning approach has been consistent throughout our work: listen to our clients, support them in developing a plan they are proud of and that they own, and lead them through the review, approval and adoption process. A part of the process has been working towards strong coordination with regional and local stakeholder groups, as well as with state and federal agencies. The fact that regional plan sponsors continue to hire JEO, and that the number of participants in each plan continues to increase is testament to our ability to complete the work to meet their schedule, but also that we take a practical approach to what can be a complicated and difficult process.

During the plan update process between 2015 and 2020, JEO supported planning efforts in 22 of the 24 planning areas (those listed as well as Beatrice and the University of Nebraska – Lincoln's, both single jurisdiction plans). The plans include 86 of 93 counties and hundreds of local governments (cities, villages, irrigation districts, SIDs, etc.). **During this time period we have met all planning deadlines and completed all projects without a change order or request for additional funds.**

H. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

CLIENT	TIME PERIOD		COMPLETION		REFERENCE	PRIME CONSULTANT
	DATE OF PROJECT KICK-OFF	DATE OF PLAN APPROVAL	SCHEDULED	ACTUAL		
Cedar/Dixon Counties	3/26/2015	5/20/2016	9/1/2016	5/20/2016	Kevin Garvin | p. 402.254.6862 | f. 402.254.2351 | e. cedarem@hartel.net	●
Central Platte NRD	4/14/2016	9/5/2017	12/1/2017	9/5/2017	Jesse Mintken | p. 308.385.6282 | f. 308.385.6285 | e. mintken@cpnrd.org	●
Little Blue NRD Lower Big Blue NRD	2/13/2015	5/6/2016	11/1/2016	5/6/2016	Scott Sobotka | p. 402.228.3402 | f. 402.223.4441 | e. sobotka@lbbnrd.org	●
Lower Elkhorn NRD	11/6/2018	Ongoing	5/1/2020	4/1/2020 anticipated	Mike Sousek | p. 402.371.7313 | f. 402.371.0653 | e. msousek@lenrd.org	●
Lower Loup NRD	4/14/2016	7/18/2017	12/1/2017	7/18/2017	Larry Schultz | p. 308.728.3221 | f. 308.728.5669 | e. lschultz@llnrd.org	●
Lower Platte North NRD	7/2/2019	Ongoing	6/1/2020	6/1/2020 anticipated	Tom Mountford | p. 402.443.4675 | f. 402.443.5339 | e. tmountford@lpnnrd.org	●
Lower Platte South NRD	1/24/2019	Ongoing	6/1/2020	4/1/2020 anticipated	Paul Zillig | p. 402.476.2729 | f. 402.476.6454 | e. pzillig@lpsnrd.org	●
Nemaha NRD	9/18/2013	7/14/2015	3/1/2015	7/14/2015	Bob Hilske | p. 402.335.3325 | f. 402.335.3265 | e. bhilske@nemahanrd.org	●
North Platte NRD	4/6/2015	9/23/2016	10/1/2016	9/23/2016	John Berge | p. 308.632.2749 | f. 308.632.4346 | e. jberge@npnrd.org	●
Papio-Missouri River NRD	2/19/2015	6/2/2016	6/1/2016	6/2/2016	Lori Laster | p. 308.632.2749 | f. 402.895.6543 | e. llaster@papionrd.org	●
Perkins, Chase, and Dundy Counties	9/16/2013	5/18/2015	9/1/2014	5/18/2015	James Brueggeman | p. 308.352.7501 | f. 308.352.4149 | e. sheriff@perkinscoso.org	●
Quad Counties	3/24/2015	7/21/2016	9/1/2016	7/21/2016	Chris Becker | p. 308.928.2147 | f. 308.928.2592 | e. harlan.county.sheriff@gmail.com	●
Region 23	10/24/2013	9/1/2015	4/1/2015	9/1/2015	Nan Gould | p. 308.432.2251 | f. N/A | e. reg23ema@nebraska.gov	●
Region 24	9/24/2013	10/15/2015	3/1/2015	10/15/2015	Doug Fox | p. 402.684.2424 | f. 402.684.2423 | e. region24@abbnebraska.com	●
South Platte NRD	5/7/2016	7/31/2017	11/1/2017	7/31/2017	Ryan Reisdorff | p. 308.254.2377 | f. 308.254.2783 | e. rreisdorff@spnrd.org	●
Tri-Basin NRD	5/23/2017	5/7/2018	7/1/2018	5/7/2018	John Thorburn | p. 308.995.6688 | f. 308.995.6992 | e. jthorburn@tribasinnrd.org	●
Twin Platte NRD	4/16/2015	9/1/2016	12/1/2016	9/1/2016	Glen Bowers | p. 308.535.8080 | f. 308.535.8207 | e. gbowers@tpnrd.org	●
Upper Big Blue NRD	8/23/2018	1/10/2020	10/1/2019	1/10/2020	Jack Wergin | p. 402.362.6601 | f. 402.362.1849 | e. jwergin@upperbigblue.org	●
Upper Loup NRD	10/31/2018	1/9/2020	12/1/2019	1/9/2020	Anna Baum | p. 308.645.2250 | f. 308.645.2308 | e. abaum@upperloupnrd.org	●

H. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

STATE HAZARD MITIGATION PLAN UPDATE, LOSS AVOIDANCE STUDY, AND ENHANCEMENT

STATE OF VIRGINIA

This plan was developed and updated in accordance with the planning requirements outlined in Section 404 of the Robert T. Stafford Act as amended by the Disaster Mitigation Act of 2000 (DMA2K). Since the last plan update, the Commonwealth of Virginia had experienced two Federal Disaster Declarations. **Twenty multi-jurisdiction plans were incorporated into this update:** Accomack Northampton, Commonwealth Regional, Central Shenandoah, Cumberland Plateau, George Washington, Hampton Roads, LENOWISCO, Middle Peninsula, Mount Rogers, New River Valley, Northern Neck, Northern Shenandoah, Northern Virginia, Rappahannock Ripidan, Region 2000, Richmond-Crater, Roanoke Valley-Alleghany, Southside, Thomas Jefferson, and West Piedmont.

Both the Virginia Hazard Mitigation Advisory Committee (VHMAC) and Virginia Hazard Mitigation Working Group (VHMWG) were active in the 2018 update. The VHMAC is a small group of decision makers, and the VHMWG is a larger group of subject matter experts than were brought into the planning process as needed. **The VHMAC reviewed the hazards from the 2013 plan and revised the plan to up the total to 13 hazards included in this plan update:** communicable disease, drought (including extreme heat), earthquake, flood, impoundment failure, karst, landslide, land subsidence, non-rotational wind, solar storm, tornado, wildfire, and winter weather (including extreme cold).

This plan was completed to the level of a State "Enhanced" Plan to be part of the evaluation criteria for FEMA to determine if the state would qualify as an Enhance State for Mitigation Program purposes.

REFERENCE

Virginia Department of Emergency Management
DONNA PLETCH
p. 804.897.9806
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TIME PERIOD

2017-2018

COMPLETION DATES

Scheduled: 2018
Actual: 2018

RESPONSIBILITIES

- Completed state plan update which primarily included of the loss avoidance study

WITT O'BRIEN'S

H. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

MISSISSIPPI HAZARD IDENTIFICATION AND RISK ASSESSMENT AND FILE CONVERSION

STATE OF MISSISSIPPI

In 2018, Witt O'Brien's completed a comprehensive update of the Hazard Identification and Risk Assessment (HIRA) portion of the State Hazard Mitigation Plan for the State of Mississippi. **This effort included a comprehensive evaluation of local plans, profiling of hazards, estimation of losses, and flood risk assessment.**

Specifically, this HIRA evaluated the following list of hazards identified as part of the state planning process:

- Earthquakes
- Sea Level
- Cyberterrorism
- Other Significant Hazards
- Growth Development Trends
- Infrastructure Interdependencies
- Tornado
- Dams and Levee
- Tropical Cyclone
- Wildfire
- Drought
- Extreme Winter Weather/Rise-Climate Change

REFERENCE
State of Mississippi
BILLY PATRICK
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TIME PERIOD
2018

COMPLETION DATES
Scheduled: 2018
Actual: 2018

RESPONSIBILITIES
- Update of the State Hazard Mitigation Plan (HIRA only) and file conversion of the remaining planning sections
- Ensured compliance with all state and federal planning requirements

WITT O'BRIEN'S

I. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

Our team is organized with clear individual responsibilities and established lines of communication, which maximize productivity and assure a well-coordinated project. It is this team's concept, coordination, and understanding that has allowed them to perform at a high-level and exceed client expectations.

STATE OF NEBRASKA

PROJECT MANAGER
Mary Baker

QA/QC

Erin Buchanan, CFM[1]

Mitch Paine, CFM

PROJECT PRINCIPAL

Jeffrey Henson, CFM

TEAM MEMBERS

PLAN DEVELOPMENT

- Phil Luebbert, AICP
- Brooke Welsh
- Matt Stanley[1]
- Nick Colmenares[1]
- Jim Herchenbach, MCSE[2]

STAKEHOLDER ENGAGEMENT

- Mary Baker
- Andrea Gebhart, AICP
- Jeffrey Henson, CFM

RISK ASSESSMENT/GIS

- Becky Appleford, CFM
- John Callen, PE, CFM
- Dan Fricke, PE, CFM
- Adam Rupe

GIS/MAPPING

- Patrick Hartman, PE
- Jake Halley[1]
- Karl Dietrich

Subconsultant
1: Witt O'Brien's
2: RVW, Inc.

MANAGEMENT APPROACH

JEO has compiled a team of professionals that are passionate about mitigation and resiliency. As the lead firm in the mitigation planning process, JEO brings over 80 years of company experience in Nebraska. **Our team's addition of Jim Herchenbach with RVW, as the public power district lead planner, will enable us to address our state's most critical pieces of infrastructure, our power grid, and explore the best ways to mitigate damage to this system.** Teaming with the Witt O'Brien's staff rounds our team as their staff has completed several state plans in the past few years, bringing their knowledge and expertise on how to craft an outstanding state mitigation plan for Nebraska.

As the organizational chart denotes, our team is divided according to planning process requirements and member strengths. Leading the bulk of the process will be the project manager, Mary Baker, the project principal, Jeff Henson, and four key planners, Erin Buchanan, Becky Appleford, Nick Colmenares, and Phil Luebbert. **These individuals will have weekly meetings and conference calls that will allow for team coordination, collaboration and timeline adherence.** All other team members will be included in meetings as appropriate based on the current planning phase and stage of the State HMP update process. Our project team will also have internal progress goals that will position the team to meet and exceed all milestones and draft review due dates.

JEO's Community Engagement team will host the State HMP website and keep it updated throughout the 2021 mitigation planning process, to include the three annual updates and the 2026 State HMP revision in 2024-2025. **This team, led by Andrea Gebhart, will also craft and organize resources for all stakeholder engagement meetings, as well as assist in meeting facilitation and documentation requirements. Lead facilitators will be Mary Baker and Jeff Henson, who have over 35 years of combined network experience in the state of Nebraska and have facilitated hundreds of meetings and outreach opportunities, engaging participants at all levels of government.** Their instructor and coaching presentation styles complement each other, blending visual aids, engagement techniques, and storytelling examples to convey the meeting's message. Mary and Jeff's leadership throughout the stakeholder engagement process will be key to ensuring all plan participants are adequately informed, appropriately involved, and thoroughly engaged in the mitigation planning process.

Erin Buchanan will lead the quality assurance and control efforts for the planning team, supplemented by Mitch Paine, who will provide the oversight for the floodplain management related sections, to include Repetitive Loss (RL), Severe Repetitive Loss (SRL) and NFIP related topics. **Erin will also provide technical leadership for all state and federal regulatory requirements and policy compliance, as well as assist the project manager with overseeing the team's plan development process and on-time submission of deliverables.** As lead planners, Becky, Nick, and Phil will champion the risk assessment and plan development phases of the State HMP process, coordinating team efforts and assignments. For complete technical analysis and risk evaluation, our team has three project engineers with firsthand experience across the entire state of Nebraska. **Each provides a level of expertise in hazard assessments, with an emphasis on risk analysis that includes: risk modeling, qualifying and quantifying risk extent and impact, and evaluation of probability and trends for future hazard occurrence.** Their detailed perspective will ensure the State HMP hazard assessments are comprehensive and detailed and support executable mitigation goals and objectives. Several other technical support staff and mitigation planners round out our planning team and their roles are annotated on their resumes, with their process focus team noted on the diagram on the previous page.

Our JEO team has a combined track record of producing quality local, regional, and state level mitigation plans with over 200 years of industry experience on our team. Our team's goal is to deliver a State HMP to NEMA that provides a comprehensive risk and capability assessment with mitigation goals and objectives that address both state and local level hazard concerns. These strategic objectives and actions will provide the mitigation roadmap for the state going into the next few years, enabling them to press forward through every hazard in the road ahead.

MARY BAKER

Project Manager | Stakeholder Engagement

PERSONAL PROFILE

Mary is a resiliency strategist and project manager with JEO. Prior to JEO, Mary spent 12 years with the State of Nebraska, with the last five serving as the State Hazard Mitigation Officer (SHMO) for the Nebraska Emergency Management Agency (NEMA). In her tenure as the SHMO, she kept all 24 of the state's local hazard mitigation plans current and executed over $37 million dollars in HMA grants. Mary is currently providing oversight for the JEO's hazard and emergency planning team, while using her technical expertise to integrate resiliency and sustainability measures into project endeavors for other departments and disciplines within JEO. Mary's extensive networking capabilities are backed by over 30 years of experience working at multiple levels of local, state, and federal government, primarily in capacities as a grant manager and fiscal agent for the Nebraska Military Department. While at NEMA, Mary served on several state committees, such as the Climate Assessment Response Committee (CARC) and was the agency representative for the USACE Silver Jackets Program and the co-chair of the Governor's Task Force for Disaster Recovery. Mary is currently serving as a board member for the National Natural Hazard Mitigation Association, NHMA.

MARY'S ROLE

Mary will be the project manager for the update of the SHMP. As project manager, her primary role will be facilitating the execution and completion of the plan. Her role will include communication between the plan owners, NEMA, and the JEO planning team, and overall leader of the planning team. In her role, she will ensure that all milestones of the project are adhered to and the project deliverables are comprehensive, accurate, and completed on time. Mary will serve as a lead facilitator for all workshops and public meetings, as well as the primary contact for any individual state stakeholder meetings.

PROJECT EXPERIENCE

Property Acquisitions, Papio-Missouri River NRD*

While serving as the SHMO, Mary helped with the execution of the most recent property acquisitions in the State of Nebraska. After the 2011 Missouri River flooding, she assisted the NRD in removing the Iske Place community from the wet-side of the levee system near Bellevue, Nebraska. Since the March 2019 flooding, her expertise in this area has been sought out by several NRDs and local governments to assist in flood mitigation endeavors of acquisitions, home elevations, and flood proofing for their communities.

Water Treatment Plant and Wastewater Treatment Plant Flood Protection and Back-Up Power Supply, Blair, Nebraska*

Inter-disciplined collaboration and comprehensive project management were key to executing this flood protection and backup power supply project for the City of Blair. After extensive damages to the Blair treatment facilities in the 2011 flooding event, the city administrators knew they had to do more than just repair the facility, they needed to fortify the compound. To accomplish this, city and state personnel needed to partner together in finding the best solution for the plant's vulnerability. As the SHMO, Mary led this collaboration effort to ensure there was no duplication between federal programs, complete environmental compliance by all parties, sub-applicant adherence to project timelines, and accurate account reconciliation with the local project sponsor and FEMA. This $7.4 million mitigation project is used nationwide as a benchmark for flood resiliency and protection of municipal utilities.

EDUCATION

- B.A. in Human Development and Family Wellness
  University of Nebraska

TENURE

- Industry - 24 Years

REFERENCES

- Lower Platte South NRD
  Paul Zillig
  3125 Portia Street
  Lincoln NE 68521
  p. 402.476.2729

- North Platte NRD
  John Berge
  100547 Airport Road
  Scottsbluff, NE 69361
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- Nebraska State Historical Society
  Jill Dolberg
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  Lincoln, NE 68508
  p. 402.471.4773

*Project completed prior to joining JEO

JEFFREY HENSON, CFM

Project Principal | Stakeholder Engagement

PERSONAL PROFILE

Jeff is the Business Development Direct for JEO. In addition to this role he maintains significant involvement with JEO's Hazard Mitigation and Emergency Planning (HMEP) team. For more than five years Jeff led the HMEP team, serving as the project manager and senior planner for more than 25 hazard mitigation plans in four states. He also serves as a lecturer at the University of Nebraska – Lincoln collaborating with professors in the Community and Regional Planning Program to establish and deliver a course focused on hazard mitigation planning.

JEFF'S ROLE

Jeff's role in the process of updating the State HMP will be that of project principal. As the project principal his primary responsibility will be providing support and technical guidance while ensuring the client's expectations are met or exceeded. It will be Jeff's responsibility to assist in developing and managing project timelines, project budgets, and ensuring sufficient resources are available to deliver the final project on time and within budget. He will work closely with the project team to accomplish these outcomes and will also participate in the planning process, attending meetings, maintaining contact with the client, and participating in stakeholder meetings. Within JEO, Jeff is positioned to accomplish this outcome, having strong connections to both the immediate project team but also key relationships in all other departments.

PROJECT EXPERIENCE

Hazard Mitigation Planning

Jeff's tenure at JEO began in early 2013. Since that time he has worked on all but two of the local and regional hazard mitigation plans across Nebraska. His role as project manager required that he work closely with the project planning teams from each district to develop a planning process that matched their needs and incorporated local dynamics. Through this experience he has worked nearly all NRDs state-wide in one capacity or another and has built relationships with hundreds of Nebraska's community leaders. Jeff's primary responsibilities as the project manager included (but were not limited to) establishing an appropriate planning process, identifying project stakeholders, developing engagement strategies, executing the planning process, communicating with project planning teams, and ensuring the plans were developed consistent with NEMA/FEMA planning requirements.

Flood Risk Reduction Planning

Jeff and JEO's HMEP team have led many jurisdictions in the preparation of plans that focus on managing flood risk for all phases of the emergency cycle (mitigation-preparedness-response-recovery). Recent changes to USACE policy require that levee sponsors wishing to participate in the PL 84-99 Rehabilitation Program develop emergency preparedness plans (EPP). Jeff and the HMEP team were the first in the State of Nebraska to assist a levee sponsor through this process. As the project manager and senior planner, Jeff worked closely with the LPSNRD to develop the EPP for the Salt Creek levee system. Since the initial plan, Jeff has assisted Council Bluffs, Central Platte NRD, West Point (NE), Columbus (NE), Norfolk (NE), and others through the process. USACE has reported that they share JEO's plan with levee sponsors as the ideal deliverable.

EDUCATION

- M.A. in Community and Regional Planning
  University of Nebraska
- B.A. in Crisis and Disaster Management
  University of Central Missouri

CERTIFICATION

- Certified Floodplain Manager

TENURE

- Industry - 12 Years

REFERENCES

- Nebraska Department of Transportation
  Kyle Schneweis, PE
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  Lincoln, NE 68502
  p. 402.471.4567
- FEMA Region VII
  Michelle Wolfe
  11224 Holmes Road
  Kansas City, MO 64114
  p. 816.506.4536
- National Drought Mitigation Center
  Dr. Kelly Helm Smith
  PO Box 830988
  Lincoln, NE 68583
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ERIN BUCHANAN, CFM

QA/QC

PERSONAL PROFILE

Erin Buchanan, CFM, has more than 14 years of hazard mitigation experience, including mitigation planning, project and application development, grants management, and financial data management. Erin is a graduate of FEMA's Professional Development Series and is a Certified Floodplain Manager (CFM). Erin has provided mitigation planning expertise to several clients including state and local governments and universities. Erin is skilled at helping communities connect hazard mitigation planning to project and application development, and with ensuring that communities understand and own their plans. She is proficient in project planning, client coordination, and timeline management.

Erin is skilled in the development of mitigation projects as well as funding strategies. Erin developed financial management tracking tools that managed over $2.7 billion in federal funds, including over 400 individual projects. Erin provides technical assistance to clients regarding disaster funding allocations, budget management and processes, application development, and program management.

ERIN'S ROLE

Erin's will provide oversight of all quality assurance aspects of the mitigation plan development process, including oversight for all internal section reviews. Her vast experience with state level planning makes her well suited to the FEMA regulatory and state statute compliance during the planning process. Erin will also assist the project manager in overall

PROJECT EXPERIENCE

Sienna Plantation Levee Improvement District, Texas
Erin served as a senior hazard mitigation specialist/project manager tasked to identify and develop hazard mitigation projects under the DR-4332 Hurricane Harvey disaster. She has submitted multiple grant applications to the Texas Division of Emergency Management Agency (TDEM) totaling approximately $70M, which are currently under review. Erin also is also the project manager and senior mitigation planner assisting the Sienna Plantation Levee Improvement District with the development of its inaugural hazard mitigation plan.

State Hazard Mitigation Plan, Mississippi Emergency Management Agency (MEMA District 4)
Erin served as a project manager and senior mitigation planner updating the Mississippi State Plan, which included an extensive file conversion and updates to include climate change.

Hazard Mitigation Plan Update, Virginia Department of Emergency Management
Erin served as the project manager and senior mitigation planner responsible for the update of the hazard mitigation plan, as well as bringing the plan to enhanced status. The plan documented the commonwealth's ability to implement and manage hazard mitigation grant funds and programs, thereby returning enhanced plan status to the commonwealth, and documented the ways in which changes in climate are impacting or may exacerbate natural hazards that impact the commonwealth.

EDUCATION

- B.S. in International Affairs
  Marshall University

CERTIFICATION

- Certified Floodplain Manager

TENURE

- Industry - 14 Years

REFERENCES

- Virginia Department of Emergency Management
  Donna Pletch
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- University of Texas Medical Branch
  Steve LeBlanc, PE
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- State of Mississippi
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WITT O'BRIEN'S

MITCH PAINE, CFM

QA/QC

PERSONAL PROFILE

Mitch joins the JEO team as a contracted employee. He currently is a program manager with the King County, Washington River and Floodplain Management Section. He oversees a variety of programs including the county's participation in the Community Rating System, which is among the highest rated in the country. He also is an affiliate lecturer at the University of Washington and the co-chair of the Association of State Floodplain Managers Mitigation Committee. He has previous experience serving as the State Floodplain Manager for Nebraska and oversaw the regulatory and flood mitigation programs. He worked with over 400 cities, villages, and counties across the state and helped many after major flood and tornado disasters. Mitch's team won the Tom Lee State Award for Excellence in Floodplain Management from the Association of State Floodplain Managers.

MITCH'S ROLE

Mitch will provide quality assurance support for the floodplain management related sections of the State HMP, which will include Repetitive Loss, Severe Repetitive Loss, and National Flood Insurance Program sections. Mitch will provide oversight for the data collection and risk analysis sections and GIS mapping support.

PROJECT EXPERIENCE

River and Floodplain Management Services, King County, Washington

Mitch serves as the NFIP Community Rating System Coordinator for King County, which currently has a Class 2 rating. As part of the county's participation in CRS, he manages all of the required activities, as well as leads a county-wide users group to facilitate activities across jurisdictions. He also is the lead floodplain manager in the River & Floodplain Management Section and is in charge of updating the Flood Hazard Management Plan, which sets the guiding vision for reducing flood risk and restoring rivers in King County.

Flood Mitigation

While working for the State of Nebraska, Mitch assisted six communities increase their CRS scores, which ultimately saved policyholders an additional $300,000 a year. In addition, Mitch helped eight other communities evaluate and apply for CRS, which added nearly 1,000 policies to communities in CRS. Along with CRS assistance, he has worked with Flood Mitigation Assistance grant funding, led community assistance visits to resolved floodplain management violations, and has ensured NFIP and state standards were met. Overall, Mitch has the hands-on experience in helping communities and its residents ensure that they are safely navigating natural weather events that create challenging situations.

EDUCATION

- M.R.P. in Community and Regional Planning
  Cornell University
- B.S. in Natural Resource and Environmental Economics
  University of Nebraska
- Certificate in Public Policy
  University of Nebraska

CERTIFICATION

- Certified Floodplain Manager

TENURE

- Industry - 10 Years

REFERENCES

- Nebraska Department of Natural Resources
  Katie Ringland
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- University of Washington Institute
  Bob Freitag
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  Seattle, WA 98195
  p. 206.543.4190

- Dkcarlton & Associates
  Dave Carlton
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  Seattle, WA 98103
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PHIL LUEBBERT, AICP

Plan Development

PERSONAL PROFILE

Phil is a senior planner in JEO's Hazard Mitigation and Emergency Planning department. He has experience in hazard mitigation, drought management, energy, and community planning projects in Nebraska, Iowa, and Colorado. His expertise and passion for creating resilient communities is evident in every project that he is involved with. Phil's skills include project management, plan development, research and data collection, demographic analysis, GIS analysis, survey development, and public meeting facilitation.

PHIL'S ROLE

Phil will provide team oversight for the plan development sections of the State HMP. As a lead planner for the majority of the state's local mitigation plans, Phil's vast knowledge of the state's demographics, capabilities, and vulnerabilities will be foundational in developing a comprehensive state mitigation plan.

PROJECT EXPERIENCE

Multi-Jurisdictional Hazard Mitigation Plan, Lower Loup NRD

Phil assisted the Lower Loup NRD with their hazard mitigation plan's five-year update. There were 59 participating jurisdictions including the NRD, counties, cities, villages, school districts, irrigation districts, and a health department. JEO utilized one-on-one meetings to involve difficult-to-engage communities in the planning process. The final plan update was 23% shorter than the original plan, utilized a quantifiable risk assessment, and involved increased community participation. FEMA Region VII praised the final plan as "among the strongest" in the four-state region.

Multi-Jurisdictional Hazard Mitigation Plan, Tri-Basin NRD

Phil assisted the Tri-Basin NRD in updating their multi-jurisdictional hazard mitigation plan that covered three counties. There were 21 participating jurisdictions including the NRD, counties, cities, villages, and school districts. The plan assessed the regional and local risk to several natural and human-caused hazards and identified mitigation actions to reduce that risk. The focus of this planning process was to update the plan to coincide with changing FEMA expectations, as well as provide an increased focus on the local plan participants and their hazard vulnerability. FEMA Region VII praised the plan update as "exemplary," "easy to read, thorough, and concise," and mentioning the "plan integration discussions were the best the Region has ever seen."

Multi-Jurisdictional Hazard Mitigation Plan, Twin Platte NRD

Phil served as the project coordinator and primary contact for Twin Platte NRD's hazard mitigation plan. The planning area included 23 jurisdictions with populations among the smallest and largest in the state, including the NRD, counties, communities, and irrigation districts. Phil was responsible for data collection, demographic analysis, coordination of stakeholder involvement, facilitation of public meetings, plan development, and ensuring project objectives were completed in a timely basis.

EDUCATION

- M.A. in Community and Regional Planning
  University of Nebraska
- B.A. in Sociology
  University of Nebraska

CERTIFICATION

- American Institute of Certified Planners

TENURE

- Industry - 6 Years

REFERENCES

- Colorado Division of Homeland Security and Emergency Management
  Patricia Gavelda
  1000 Rim Drive
  Durango, CO 81301
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- University of Nebraska
  Mark Robertson
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  Lincoln, NE 68588
  p. 402.472.7632
- Lower Loup NRD
  Larry Schultz
  2620 Airport Drive
  Ord, NE 68862
  p. 308.728.3221

BROOKE WELSH

Plan Development

PERSONAL PROFILE

Brooke is a planner with the hazard mitigation and emergency planning team at JEO. Her focus is on hazard mitigation planning efforts. Specifically Brooke's work emphasizes improved plan development and writing, data collection and analysis, public engagement strategies, and meeting facilitation. Brooke has served as a project planner on hazard mitigation plans in four states and two FEMA regions.

BROOKE'S ROLE

Brooke is one of our team's technical experts who has a handle on many data-sets that support the plan development sections. She is also well versed with crafting tribal plans and assessing natural hazards in a concise and clear manner that is displayed in her writing style.

PROJECT EXPERIENCE

Hazard Mitigation Plan, Oglala Sioux Tribe

Brooke served as the project coordinator and primary contact with the Oglala Sioux Tribe (OST) during the update of their multi-jurisdictional tribal hazard mitigation plan. For this plan, JEO worked closely with the tribal hazard mitigation planning committee to engage both tribal and non-tribal residents in the planning process. The team held meetings to help educate residents and planning team members about the planning process being used, completed an expanded and in-depth hazard risk assessment, and included a discussion of tribal plans and integrated capabilities. The plan was reviewed and approved by FEMA Region VIII in 2019 which noted the plan was "well organized and easy to follow," included an "exhaustive list of resources," and identified "detailed mitigation actions."

Multi-Jurisdictional Hazard Mitigation Plan, Tri-Basin NRD

Brooke assisted the Tri-Basin NRD in updating their multi-jurisdictional hazard mitigation plan that covered three counties. There were 21 participating jurisdictions including the NRD, counties, cities, villages, and school districts. The plan assessed the regional and local risk to several natural and human-caused hazards and identified mitigation actions to reduce that risk. The focus of this planning process was to update the plan to coincide with changing FEMA expectations, as well as provide an increased focus on the local plan participants and their hazard vulnerability. FEMA Region VII praised the plan update as "exemplary," "easy to read, thorough, and concise," and mentioning the "plan integration discussions were the best the Region has ever seen."

Multi-Jurisdictional Hazard Mitigation Plan, Upper Loup NRD

Brooke served as the project manager of the Upper Loup NRD's hazard mitigation plan five-year update. There were 15 participating jurisdictions including the NRD, counties, cities, villages, and school districts. JEO heavily utilized one-on-one meetings to involve all communities in the planning process and to gather all requisite information from the local planning teams. The final plan update had increased community participation and an expanded plan integration and capabilities discussion for participating communities.

EDUCATION

- B.S. in Fisheries and Wildlife
  University of Nebraska
- B.S. in Environmental Studies
  University of Nebraska

TENURE

- Industry - 3 Years

REFERENCES

- Upper Loup NRD
  Anna Baum
  39252 Highway 2
  Thedford NE 69166
  p. 308.645.2250
- Oglala Sioux Tribe
  Emergency Management
  Steve Wilson
  PO Box 2070
  Pine Ridge, SD 57770
  p. 605.867.5011
- City of Beatrice
  Tobias Tempelmeyer
  400 Ella Street
  Beatrice, NE 68310
  p. 402.228.5200

MATT STANLEY

Plan Development

PERSONAL PROFILE

Matt brings more than 22 years of professional emergency management and first responder training and experience, which includes coordinating state level, local urban, and rural emergency response. Through his career as an emergency manager, firefighter, and public safety training instructor, he has maintained focus on community resilience. He is a subject matter expert in planning and preparedness with an emphasis in capability, risk, and vulnerability assessments.

Matt has managed hazard prevention, mitigation, response, and risk communications projects across the nation, in the Caribbean Islands, and for the Kingdom of Saudi Arabia. Additionally, he has managed and supported several hazard mitigation plan projects, emergency operations plan development, crude oil transportation studies, program studies, and training and exercise for clients including: California State University; DTE Energy; the North Dakota Department of Emergency Services; Iowa Department of Transportation; Florida Department of Transportation; Indian Health Services; Miami Dade County, FL; San Miguel County, NM; University System of Georgia; and Virginia Department of Emergency Management.

MATT'S ROLE

Matt's team role will be a main plan writer, assisting with all up-front planning sections and overall continuity of the State HMP as a whole. His vast experience with both federal and state agencies gives him an informed perspective from which to collectively craft the mitigation plan in such a way as to address every sector with equal candor and complexity.

PROJECT EXPERIENCE

Hazard Mitigation Plans, State of Louisiana

Matt was a senior planner developing multi-jurisdictional hazard mitigation plans for Caldwell, Concordia, Jackson, Lafayette, Lincoln, Morehouse, Tensas, and Union parishes in Louisiana. He also supported a multi-jurisdictional hazard mitigation plan for the Town of Sterlington in Ouachita Parish, Louisiana, and an update for the State of Louisiana's Hazard Mitigation Plan.

Emergency Management, California State University System

As part of the Witt O'Brien's emergency management team for CSU, Matt assists in reviewing and developing administrative, operations, and mitigation plans, developing and facilitating training, and served on the system's Emergency Management Affinity Group and Business Continuity Affinity Group to provide support and technical assistance to the various campuses of the CSU system.

EDUCATION

- B.A. in Communication Arts
  Georgia Southern University

TENURE

- Industry - 22 Years

REFERENCES

- California State University
  Mr. Rick Blackburn
  401 Golden Shore
  Long Beach, CA 90802
  p. 562.257.0304

- Miami Dade Emergency Management
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  Doral, FL 33178
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- Chatham Emergency Management Agency
  Don Sullens
  124 Bull Street
  Savannah, GA 31401
  p. 912.201.4500

WITT O'BRIEN'S

NICK COLMENARES

Plan Development

PERSONAL PROFILE

Nick has 22-year track record of successfully improving the strategic planning, operations, and project/program management practices of disaster management agencies, businesses, and university research centers. He is an expert in qualitative research, including program evaluation and policy analysis. He is recognized for his ability to work across cultural, sectorial, and professional barriers. Nick is bilingual (English-Spanish) and has extensive experience in the US, Latin America, and Caribbean.

NICK'S ROLE

Nick's two decades of experience makes him a perfect fit for ensuring that the State HMP is written in such a way that it is completely applicable to the state's local mitigation plans. His experience with CERC programs and other field level mitigation and resiliency efforts will enable him to craft the mitigation strategy sections so that they are immediately transferable to every state agency and local jurisdiction. Nick's assistance in crafting the risk-capability problem statements will help ensure that the State HMPs goals and objectives are written to appropriately address mitigation actions that will truly buy-down risk all across the state.

PROJECT EXPERIENCE

Hurricanes Irma and Maria 404 Hazard Mitigation Grant Program, U.S. Virgin Islands
Nick is collaborating with VITEMA to implement all aspects of the 404 Hazard Mitigation Grant Program (HMGP) for Hurricanes Irma and Maria, including agency outreach, applicant briefings, notice of interest process, development of grant applications, post-award kick-off meetings, and support through the project implementation phase. To date, more than 33 fully developed HMGP applications have been submitted to FEMA, totaling almost $125 million. Of these applications, 14 have been approved and funded by FEMA for approximately $24 million and are currently being implemented by territorial agencies. The rest are in FEMA eligibility review with ongoing rolling approvals.

Senior Mitigation and Emergency Management Consultant, The Wood Group Inc. (formerly AMEC Foster Wheeler)
Nick provided hazard mitigation and emergency management planning and project management services to local and state clients. His role involved natural hazards risk and vulnerability data acquisition and analysis, and planning team coordination and oversight in developing local and state multi-jurisdictional mitigation plans and updates.

FEMA Community Engagement and Risk Communications (CERC) Program Management, Resilience Action Partners (RAP), Inc.
Nick served as a subject matter expert on natural hazard mitigation. His role involved developing agency (FEMA) incentives for expanding the role of mitigation as a key component of its resiliency agenda and working with CERC client communities to build resiliency by removing traditional barriers to mitigation action. He is also a team member of RAP's Mitigation Core Team developing and implementing pilot programs for community outreach and mitigation capability assessments throughout FEMA's 10 regions.

EDUCATION

- Ph.D. in Applied Anthropology of Disasters
  University of Colorado
- M.A. in Latin America Studies
  University of Florida
- B.A. in English
  University of North Carolina

TENURE

- Industry - 22 Years

REFERENCES

- Resilience Action Partners
  Christine Caggiano
  1818 Market St., Ste. 3110
  Philadelphia, PA 19103
  p. 215.446.5193
- Antares Planning Group, LLC
  Steve Pardue
  2008 Pintail Drive
  Longmont, CO 80504
  p. 410.746.1487
- Vision Planning & Consulting, LLC
  Deepa Srinivasan
  7560 Morris Street, Unit 1
  Fulton, MD 20759
  p. 240.893.8719

WITT O'BRIEN'S

JIM HERCHENBACH, MCSE

Plan Development

PERSONAL PROFILE

Jim is an Electrical System Analyst and GIS specialist with 20 years of experience in Electrical System Planning. Jim combines his electrical background and technical prowess to provide exceptional forecasting to guide clients with their planning needs. As a consultant, Jim works closely with clients to identify their needs for future facilities based on historical and projected data. Jim is presently responsible for all electrical system studies such as construction work plans, sectionalizing studies, environmental reports and long range plans. This includes coordinating all data between different sources and maintaining the data for specific load flow analysis. To accomplish this, Jim has become proficient with Geographic Information Systems (GIS), ESRI and related mapping applications, allowing him to oversee the entire planning process. Jim is also involved in preparing FEMA-approved project applications, hazard mitigation plans as well as providing the data for Arc Flash studies. By coordinating all aspects of planning for clients, Jim reduces the chance for errors and creates a plan clients can trust.

JIM'S ROLE

Jim will be the team's lead planner for the state's public power districts. He brings over 20 years of electrical planning and project experience to the team, writing the vast majority of the power district's previous mitigation plans. Jim's inside knowledge of the industry and comprehensive approach to planning will ensure that the public power district annex(s) will be appropriately addressed throughout the mitigation planning process.

PROJECT EXPERIENCE

2019 Hazard Mitigation Plan, Southern Public Power District, Nebraska
Jim completed this project from application for funds through review and final board resolution. This hazard mitigation plan was Southern PPD's first FEMA approved plan.

Tie Line, Madison, Nebraska
This project stemmed from the hazard mitigation update in 2014. Jim was responsible for all aspects of the application for FEMA funding including BCA. The project was approved and completed in 2017. It consisted of 4.7 miles of 69 kV rated transmission line at a cost of $1,048,600.

EMC's 2020-2023 Construction Work Plan, Niobrara Valley, Nebraska
This planning project was completed in 2019 and follows RUS Bulletin 1724D-101B requirements. This project is completed based on detailed analysis of the power utilities electrical system. He was responsible for all phases of this project which includes load flow analysis, system projections, and itemized budget for the four years of the report.

EDUCATION

- B.A. in Business Management
  Concordia University
- A.A.S. in Electrical Technology
  Southeast Community College
- A.A.S. in Electromechanical Technology
  Southeast Community College

CERTIFICATION

- Microsoft Certified System Engineer (MCSE)

TENURE

- Industry - 20 Years

REFERENCES

- South Central PPD
  Craig Cox
  PO Box 406
  Nelson, NE 68961
  p. 402.225.2351

- Burt County PPD
  Jonathan Dockhorn
  PO Box 209,
  Tekamah, NE 68061
  p. 402.374.2631

- KBR RPPD
  Bob Beatty
  PO Box 187
  Ainsworth, NE 69210
  p. 402.387.1120

ANDREA GEBHART, AICP

Stakeholder Engagement

PERSONAL PROFILE

Andrea is a community engagement specialist and works closely with all of JEO's departments. As a certified planner and experienced graphic designer, Andrea blends her creative, yet practical nature, with her robust facilitation and communication skills to help communities identify and pursue their goals. Her experience in community engagement and outreach covers a wide variety of topical areas, including transportation, strategic planning, and long-range planning. Andrea also teaches a five-week segment for UNL's community and regional planning program on the principles of graphic design as it relates to developing attractive and effective professional documents, and provides instructional tutorials for Adobe Creative Suite.

ANDREA'S ROLE

Andrea will provide oversight of all state stakeholder engagement opportunities, to include that of monitoring the State HMP website for content and data sharing materials. Andrea's outstanding communication skills and mastery of meeting techniques and requirements will help craft the stakeholder engagement meetings in a meaningful manner providing a consistent productive outcome. Her staff will assist the project manager and project principal in all dissemination and collection of stakeholder information throughout the entire planning process.

PROJECT EXPERIENCE

Transportation and Utilities Communications Support, Lincoln, Nebraska

Through an on-call contract, Andrea serves as an extension of the Lincoln Transportation and Utilities (LTU) communications team to assist in the development and production of public information materials. Project assistance has ranged from creating graphics to developing key messages to providing social media content to producing information packets. Andrea is currently assisting LTU in the development of its brand guide and establishing templates that will ensure consistent branding.

Watershed Management Plan, East and West Nishnabotna Watershed Management Authority, Iowa

The East and West Nishnabotna Watershed Management Coalitions (WMA) hired JEO in 2017 to provide planning, engineering, and facilitation services to assist in developing two separate multi-level, FEMA-compliant, comprehensive watershed management and flood resiliency plans. The intent of this unified effort is to address factors that contribute to flooding and water quality pollution in both the East and West Nishnabotna River Watersheds and produce one plan for each WMA. Andrea was involved in both the community engagement and plan development process for this project.

EDUCATION

- M.A. in Community and Regional Planning
  University of Nebraska
- Graduate Certificate, Public Management
  University of Nebraska
- B.S. in Dietetics
  University of Nebraska

CERTIFICATION

- American Institute of Certified Planners

TENURE

- Industry - 6 Years

REFERENCES

- Lincoln Transportation and Utilities
  Kitty Elliott
  555 S. 10th Street, Ste. 208
  Lincoln, NE 68508
  p. 402.441.8469

- NDOT
  Sarah Soula
  1500 Highway 2
  Lincoln, NE 68502
  p. 402.479.4871

- City of Waverly
  Stephanie Fisher
  14130 Lancashire St.
  Waverly, NE 68462
  p. 402.786.2312

BECKY APPLEFORD, CFM

Risk Assessment/GIS

PERSONAL PROFILE

Becky is a senior planner for the hazard mitigation and emergency planning team at JEO. With experience in meteorology, climatology, GIS and data analysis, she brings a dynamic perspective to hazard mitigation planning. As a former assistant climatologist and meteorologist, she understands climate impacts on a local, regional, and national level, and has knowledge of severe weather hazards, which is an asset for assessing risk across the hazard mitigation planning area. Over the past five years, Becky served as a project planner for more than a dozen hazard mitigation plans in four states, covering over 500 jurisdictions.

BECKY'S ROLE

Becky will lead the risk assessment of natural hazards. She will leverage her expertise in severe weather and climatology data to assess the state's risk to severe winter storms, severe thunderstorms and lightning, tornadoes, drought, extreme heat, hail, and high winds.

PROJECT EXPERIENCE

Multi-Jurisdictional Hazard Mitigation Plan Update, Lower Platte North NRD
Becky was a planner in the 2015 update of the multi-jurisdictional hazard mitigation plan and now serves as project manager during the 2020 update. With the update of the HMP following the March 2019 floods, the planning area is seeing nearly a 50% increase in participation levels. New jurisdictions joining the plan update include levee and drainage districts, fire districts, public health district, townships, school districts, and villages. As part of this plan update, the cities of Fremont and Schuyler are conducting a parcel level analysis with the assistance of a floodplain expert through the examination of residential or commercial structures located in flood-prone areas. A key outcome of the in-depth analysis is to provide mitigation alternatives for each parcel examined such as elevation, basement fill, wet or dry floodproofing, acquisition, and others.

Multi-Jurisdictional Hazard Mitigation Plan Update, Papio-Missouri River NRD
Becky served as the project coordinator for the 2016 update of the Papio-Missouri River NRD Hazard Mitigation Plan Update and will be kicking-off the 2021 plan update as project manager. She worked with a range of stakeholders from across the district during 2016 and was successful in gaining participation from all but one municipality located within the district. This plan was uniquely challenging due to the focus on flood mitigation for credits under the NFIP's Community Rating System (CRS). Becky organized all community outreach efforts and facilitated all project related public meetings.

EDUCATION

- M.S. in Atmospheric Science
  University of North Dakota
- B.S. in Meteorology/ Climatology
  University of Nebraska

CERTIFICATION

- Certified Floodplain Manager

TENURE

- Industry - 10 Years

REFERENCES

- Papio-Missouri River NRD
  Lori Laster, CFM
  8901 S. 154th Street
  Omaha, NE 68138
  p. 402.444.6222
- Lower Platte North NRD
  Tom Mountford
  511 Commercial Park Road
  Wahoo, NE 68066
  p. 402.443.4675
- Grand Island and Hall County Emergency Management
  Jon Rosenlund
  1210 N North Street
  Grand Island, NE 68801
  p. 308.385.5362

JOHN CALLEN, PE, CFM

Risk Assessment/GIS

PERSONAL PROFILE

John has 16 years of experience in flood risk and floodplain management projects. During this time, John has worked with FEMA, USACE, and local flood risk management staff from multiple focus areas including flood risk analysis, floodplain management, and non-structural flood risk mitigation. As a former Nebraska NFIP State Coordinator for the Nebraska Department of Natural Resources (NeDNR), John assisted with development of the flood risk assessment for the 2014 State Hazard Mitigation Plan. John has spent his entire career focusing on flood risk and floodplain management at multiple levels of government within Nebraska and therefore is very familiar with flood risk assessment practices and flood mitigation actions including structural, non-structural, and programmatic mitigation actions including floodplain management policy.

John has continued work with all types of mitigation action priorities while with JEO through helping communities complete additional risk assessment as part of routine local hazard mitigation plan updates. He has also assisted numerous communities with additional flood risk and mitigation alternative action assessment as part of their efforts to recover from the flood of March 2019 and implement associated mitigation actions.

JOHN'S ROLE

John will assist the project team with development of the flood risk assessment and flood mitigation actions. John will use his extensive knowledge of the flood risks throughout the state along with input from the planning team and key floodplain management contacts throughout the state to support identification and development the top flood risk mitigation actions priorities for the SHMP.

PROJECT EXPERIENCE

Local Hazard Mitigation Plans, Statewide, Nebraska

John assisted with local HMP updates, mitigation assessment and mitigation action identification in a technical assistance role. John has continued supporting these efforts as part of the JEO team through support of flood risk assessment and mitigation action identification as part of the local HMP update process for numerous local plan updates.

Parcel Level Assessment, Lower Platte North NRD

John was the State of Nebraska lead for development of several non-structural assessment projects in cooperation with the Nebraska Silver Jackets team. Projects included parcel level review of flood risks for properties in Louisville and Cedar Creek, NE and a review of all repetitive loss properties in Nebraska. As part of the JEO team, John has completed evaluations supporting in depth flood risk assessment for the City of Ponca, City of Fremont, and City of Schuyler.

EDUCATION

- B.S. in Biological Systems Engineering
  University of Nebraska

REGISTRATION

- Professional Engineer
  Nebraska
  Iowa
  South Dakota

- Certified Floodplain Manager

TENURE

- Industry - 16 Years

REFERENCES

- FEMA Region VII
  Shandi Teltschik
  11224 Holmes Road
  Kansas City, MO 64131
  p. 816.808.5281

- USACE - Omaha District
  Tony Krause, PE, CFM
  1616 Capitol Avenue, Ste. 9000
  Omaha, NE 68102
  p. 402.995.2326

- City of Lincoln
  Ben Higgins
  555 South 10th St, Ste. 203
  Lincoln, NE 68508
  p. 402.441.7589

DAN FRICKE, PE, CFM

Risk Assessment/GIS

PERSONAL PROFILE

Dan is a senior project engineer in the Water Resources Engineering department at JEO. For the bulk of his professional career, Dan's focus has been large-scale flood risk reduction evaluations and strategy development for communities in Nebraska and Iowa. Dan has experience in hydrologic and hydraulic analyses including riverine systems, interior drainage based on joint probability, and USACE risk and uncertainty analyses associated with flood risk reduction improvements. Dan is currently serving as project manager and lead project engineer on a number of levee and flood risk reduction projects.

DAN'S ROLE

Dan is a seasoned water engineer that has years of experience with dams, levees, and other flood control structures across the State of Nebraska and the entire FEMA VII region. His technical expertise will be invaluable in the risk assessment sections of the State HMP. Dan has worked with numerous state agencies and local jurisdictions on evaluating their flood risk and the vulnerability of the communities in harm's way. His vast experience in the State of Nebraska will enable him to analyze the state level risk in an expeditious manner and assist the team in meeting the project deadlines.

PROJECT EXPERIENCE

System-Wide Improvement Framework (SWIF), Lower Platte South NRD

Dan was the project manager for the flood risk and levee system assessment planning effort which addressed critical USACE-identified issues with the Salt Creek levee system and supported development of a long-term plan for deficiency re-certification and operation and maintenance. The SWIF planning effort was supported by technical assessments to identify and address flood risk in a practical manner, some of which were potential failure modes analysis; hydraulic modeling and flood warning process improvements; preliminary design; cost evaluation for long term programming; and development of plans and tools to proactively address the identified deficiencies. Through these assessments, JEO assisted the NRD with development of a multi-level action plan for implementation of flood risk reduction improvements and operation activities.

Levee Program and Flood Risk Assessment, Council Bluffs, Iowa

Dan is the lead engineer for the ongoing Council Bluffs Levee Program. The city is the local sponsor of a 28.5-mile-long levee system along the Missouri River, including tieback levees along tributaries. Dan was the lead engineer for JEO's detailed feasibility evaluation, which included an analysis of the hydraulic and geotechnical performance of the system relative to the base flood as well as top of levee loading. A number of potential failure modes were identified, which lead to the development of potential solutions. An approximately $70 million program of improvements was identified to address flood risks and potential failure modes. The goal is to provide more consistent performance across the system, where inconsistencies were found. Dan continues to work on program implementation as well as strategies to optimize cost and obtain funding.

EDUCATION

- B.S. in Civil Engineering
  University of Nebraska

REGISTRATION

- Professional Engineer
  Nebraska
  Iowa
  Wyoming
  Idaho

- Certified Floodplain Manager

TENURE

- Industry - 16 Years

REFERENCES

- City of Council Bluffs
  Matt Cox, PE
  209 Pearl Street
  Council Bluffs, IA 51503
  p. 712.890.5296

- Lower Platte South NRD
  Jared Nelson
  3125 Portia Street
  Lincoln, NE 68501
  p. 402.476.2729

- USACE - Omaha District
  Lowell Blankers, PE, CFM
  1616 Capitol Avenue,
  Ste. 9000
  Omaha, NE 68102
  p. 402.995.2323

ADAM RUPE

Risk Assessment/GIS

PERSONAL PROFILE

Adam is the leader of watershed planning and restoration services and has over ten years of experience at JEO. He has worked extensively on various natural resource planning and environmental sciences projects. Adam brings both knowledge and experience to the team regarding federal, state, and local regulatory requirements, as well as an understanding of regional ecosystems. He has experience in research and data collection: GIS data collection and interpretation; wetland delineation and permitting; water quality modeling; public meeting facilitation; watershed and groundwater planning; and, GIS analysis and mapping.

ADAM'S ROLE

Adam will provide risk assessment and vulnerability analysis for the State HMP. His vast experience in watershed and environmental planning will enable him to address the natural hazard assessments in a comprehensive and holistic manner. Adam's passion is conservation and resiliency driven and his knowledge of watersheds, drought, and wildfire vulnerabilities will enable him to evaluate effective mitigation measures to guide the state's goals and objectives in the planning process.

PROJECT EXPERIENCE

South Loup River Watershed Management Plan, Lower Loup NRD
Adam was the project manager for the South Loup River Watershed Management Plan. This planning project covers over one million acres of the South Loup River Basin. The project included developing a nine-elements watershed plan; however, the project was unique in that it is a comprehensive evaluation of the water resources in the basin, both surface water and groundwater, as well as quality and quantity and how they are interrelated. Significant stakeholder and public input helped to inform the process, identity priorities, and create buy-in to increase the level of future implementation efforts. The plan was approved in 2017 and is being used as a model plan in EPA Region VII.

Water Quality Management Plan, Lower Platte South NRD
Adam was the project manager for Lower Platte South NRD in the preparation of a nine-element based basin-wide water quality management plan. The primary goal of the project was to work with project sponsors, public, and key stakeholders to identity priority waterbodies and develop strategies to improve the water quality of each. The JEO team worked hand-in-hand with the Nebraska Department of Environmental Quality (NDEQ) and other stakeholders to establish specific methodology to identify priorities.

Loup River Levee Modification Environmental Assessment, Columbus, Nebraska
Adam assisted with the preparation of an Environmental Assessment for the City of Columbus, Nebraska. The document was required by the U.S. Army Corps of Engineers (USACE) due to the need to rebuild and re-certify the city's protective levee. His role included preparation of agency correspondence, public notification, GIS mapping, wetland delineation, NEPA document preparation, research, and ensuring that the USACE requirements were met for final submittal. A Finding of No Significant Impact was successfully obtained.

EDUCATION

- M.S. in Environmental Restoration (In Progress)
  University of Nebraska
- B.S. in Environmental Studies/Natural Resources & Fisheries and Wildlife
  University of Nebraska

TENURE

- Industry - 11 Years

REFERENCES

- Iowa DNR
  Kyle Ament
  502 E. 9th St.
  Des Moines, IA 50319
  p. 515.725.8389
- Golden Hills Resource Conservation and Development
  Cara Marker-Morgan
  712 South Highway Street
  Oakland, IA 51560
  p. 712.482.3029
- Lower Loup NRD
  Tylr Naprstek
  2620 Airport Drive
  Ord, NE 68862
  p. 308.728.3221

PATRICK HARTMAN, PE

GIS/Mapping

PERSONAL PROFILE

Patrick is a civil engineer who has over seven years of experience in hydrologic and hydraulics (H&H) modeling, water quality analysis, and water programs coordination. He is proficient with integrating ArcGIS into a large array of modeling software including HEC-HMS, HEC-RAS, XPStorm and many others. Patrick is highly proficient in using GIS as a evaluation tool for H&H analysis, but is also familiar with most major GIS Data types including Census, Boundaries, and LiDAR.

PATRICK'S ROLE

Patrick is an engineer that truly understands water and how it moves and acts when in a volatile state. As a seasoned modeler, his role on the team will be vital in assessing risk across the state. His complete understanding of the state's top hazard-flooding will help him translate data and information into usable diagrams and maps that will be clear and understandable to all stakeholders and lay persons alike.

PROJECT EXPERIENCE

Dam Siting and Evaluation Tool, Central Platte NRD

Patrick developed a process with Arc GIS to remotely identify the location of every existing dam within the Central Platte NRD. This process utilized existing LiDAR data to locate depressions caused by dam embankments, and once identified used further raster processing to estimate further dam information such as geometry (height/width), storage volume, underlying soil type, drainage area, and potential for groundwater recharge. The Central Platte NRD will leverage this data to prioritize routine dam inspections, as well as provide programmatic guidance toward meeting NeDNR groundwater management criteria.

56th and Morton Flood Control Project, Lincoln, Nebraska

Patrick completed the hydrologic and hydraulic modeling and benefit cost analysis of the 56th and Morton flood control project within Lincoln, Nebraska. This construction project as funded under the hazard mitigation program. This analysis used GIS to collect to estimate flooding depths on individual parcels within the study area to estimate flood damage benefits after construction of the project. The project estimated damages from flooding frequencies ranging from the two-year to the 100-year recurrence interval and resulted in an estimated $7.3 million dollars of benefits.

Floodplain Mapping, Nemaha and Richardson Counties, Nebraska

Patrick was the lead project engineer and coordinated the use of the NFACT tool to assist NeDNR in updating Flood Insurance Rate Maps (FIRM) for Nemaha and Richardson counties. He was responsible for running GIS processes for hydrology and hydraulics within Richardson county, as well as providing internal QC for the similar efforts in Nemaha County. Patrick was responsible for working with NeDNR to incorporate quality assurance related comments into final project deliverables, and assisted in the coordination with the Flood Risk Review meetings.

EDUCATION

- M.S. in Civil Engineering
  University of Nebraska
- B.S. in Civil Engineering
  University of Nebraska

REGISTRATION

- Professional Engineer
  Nebraska

TENURE

- Industry - 7 Years

REFERENCES

- Nebraska Department of Environment and Energy
  Marty Link
  PO Box 98922
  Lincoln, NE 68509
  p. 877.253.2603
- Nebraska Department of Natural Resources
  Katie Ringland
  301 Centennial Mall South
  Lincoln, NE 68509
  p. 402.471.2094
- Central Platte NRD
  Lyndon Vogt
  215 Kaufman Ave
  Grand Island, NE 68803
  p. 308.385.6282

JAKE HALLEY

GIS/Mapping

PERSONAL PROFILE

Jake Halley is an experienced Hazard Mitigation Planner and Geographic Information Systems (GIS) Specialist for Witt O'Brien's. He has more than a decade of experience in hazard mitigation planning, grants management, GIS, and emergency management. He brings a broad background in emergency management to clients and projects, having worked for, and with, various levels of governmental and non-profit organizations. Jake is a graduate of FEMA's Professional Development Series, and has an extensive background in GIS.

Jake has worked on a range of hazard mitigation planning projects, including both updates and new plans. A planner and GIS specialist, he has taken part in the production of 18 hazard mitigation planning projects. He also reviewed more than 30 local mitigation plans while assisting the Louisiana Governor's Office of Homeland Security and Emergency Management (GOHSEP). Jake assisted multiple cities, counties and universities with updates to their hazard mitigation plans and with the development of new plans.

JAKE'S ROLE

Jake will be crafting maps, tables, and visual references in such a way that the data is clearly portrayed and understandable. His vast experience with mitigation plans at all levels will enable him to craft data and the analysis in a comprehensive and direct manner. Jake's objectivity will also be crucial in assisting the team with crafting consistent content throughout the planning document.

PROJECT EXPERIENCE

Hazard Mitigation Plan, Mississippi Emergency Management Agency (MEMA District 4)

As a GIS Specialist, Jake worked with the Mississippi Emergency Management Agency to develop and update GIS products and HAZUS-HM for the Hazard Mitigation Plan.

Hazard Mitigation Plan, Virginia Department of Emergency Management

As a GIS Specialist, Jake worked closely with VDEM and was responsible for the development and update of GIS products and HAZUS-MH for the Commonwealth of Virginia Hazard Mitigation Plan.

Hazard Mitigation Plan Update, Galveston, Texas

In his role as a GIS Specialist, Jake worked with the City of Galveston, Texas, to update their hazard mitigation plan. He was responsible for the update and development of all GIS products for this plan, including data sets for historic structures. Jake also managed a sub-contractor's development of a HAZUS-MH flood run for this barrier island community. Jake also collected and managed relevant hazard data for this plan update.

EDUCATION

- B.S. in Geographic Information Science
  Louisiana Tech University

TENURE

- Industry - 10 Years

REFERENCES

- Bayou D'Arbonne Lake Commission
  Terry Morris
  P.O. Box 696
  Farmerville, LA 71241
  p. 318.547.2477

- Malmay & Associates
  Tom Malmay
  300 Warren Dr C
  West Monroe, LA 71291
  p. 318.450.5990

- Texas A&M Engineering Extension Service TEEX
  Nici English
  P.O. Box 40006
  College Station, TX 77842-4006
  p. 225.317.6504

WITT O'BRIEN'S

KARL DIETRICH

GIS/Mapping

PERSONAL PROFILE

Karl joined the JEO Hazard Mitigation and Emergency Planning team after serving over four years with the Lincoln-Lancaster County Health Department and receiving his master's degree in Community and Regional Planning. His focus is on hazard mitigation planning. Specifically, Karl assists with document development and plan writing, GIS mapping, data collection follow-up efforts with participating jurisdictions, and public meeting facilitation. Additionally, Karl has contributed on several ongoing drought mitigation plans for Central Platte NRD, the City of Wayne, the City of Norfolk, and the City of West Point. He has also received training from FEMA in the HAZUS GIS program.

KARL'S ROLE

Karl's ability to quickly learn and adapt his skills enables him to process information quickly and accurately. His experience with over a third of the state's local mitigation plans will help the team to process the data analysis sections for the State HMP in a clear and concise manner, and on time to meet project deadlines.

PROJECT EXPERIENCE

Multi-Jurisdictional Hazard Mitigation Plan, Upper Big Blue NRD
Karl was a planner for this project where he assisted the NRD in the development of their first 2019 multi-jurisdictional hazard mitigation plan from three previously separate county hazard mitigation plans. Karl worked with a range of stakeholders to gain participation from over 30 participating jurisdictions including counties, cities, villages, school districts, and a rural fire district. All but one municipality located within the district participated in the plan. All of the map creation and GIS analysis for the plan was performed by Karl.

Multi-Jurisdictional Hazard Mitigation Plan Update, Lower Elkhorn NRD
Karl served as a planner for the 2020 updated of the Lower Elkhorn NRD Multi-Jurisdictional Hazard Mitigation Plan. Karl performed GIS analysis, map creation, data collection, and assisted with plan development and writing. A wide range of jurisdictions participated in this plan including the NRD, counties, cities, villages, school districts, and a Tribal Nation. A unique component of this project included the formation of local drought plans to aid in long-term drought resilience for the cities of Norfolk, Wayne, and West Point. Karl was instrumental in conducting the GIS analysis and plan development, which included an evaluation of drought impacts as well as mitigation, preparedness, and response actions.

Multi-Jurisdictional Hazard Mitigation Plan Update, Lower Platte South NRD
Karl is currently a planner for the project to assist the NRD in the update of their multi-jurisdictional hazard mitigation plan. Karl has led the mapping and GIS analysis portion of the plan and has also assisted in community outreach and plan development. A special component of the plan included a parcel level analysis for the cities of Fremont and Schuyler. Karl has assisted a JEO engineer in the GIS portion of this analysis. In addition, he created the maps used for a flood recovery workshop which was included as part of the project.

EDUCATION

- M.A. in Community and Regional Planning
  University of Nebraska
- B.S. in Natural Resources and Environmental Economics
  University of Nebraska

TENURE

- Industry - 3 Years

REFERENCES

- Upper Big Blue NRD
  Jack Wergin
  319 E 25th Street
  York, NE 68467
  p. 402.362.6601
- Seward and York County Emergency Management
  Gary Petersen
  510 N Lincoln Avenue
  York, NE 68467
  p. 402.362.7744
- Ponca Tribe of Nebraska
  Victoria Champaign
  2523 Woodbine Street
  Niobrara NE 68760
  p. 402.315.2760

J. SUBCONTRACTORS

WITT O'BRIEN'S

Witt O'Brien's
1201 15th Street SW, Suite 600
Washington, DC 20005
p. 202.207.2908

Witt O'Brien's will assist with quality assurance/quality control, plan development, and GIS/mapping tasks.

The percentage of performance hours intended for each subcontract for Witt O'Brien's is 35%.

The total percentage of Witt O'Brien's performance hours is 35%.

RVW

RVW, Inc.
4118 Howard Blvd
Columbus, NE 68602
p. 402.564.2876

RVW will assist with plan development tasks.

The percentage of performance hours intended for each subcontract for RVW is 10%.

The total percentage of RVW performance hours is 10%.

SECTION II - IV

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:
MSB			

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:
MAB			

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:
MAB			

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:
MB			

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:
MB			

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:
MB			

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:
MB			

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:
MB			

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:
MB			

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:
MSB			

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:
MB			

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:
MB			

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:
MB			

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:
MSB			

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:
MSB			

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:
MSB			

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:
MB			

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:
MB			

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 Contactor, 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:
MMB			

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:
NKB			

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:
NKB			

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:
MB			

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:
MB			

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:
MB			

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 contactors' 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.

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
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
If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.	
WORKER'S COMPENSATION	
Employers Liability Limits	$500K/$500K/$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
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
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	$5,000,000 per occurrence
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"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 24th 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:
MB			

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:
MB			

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:
MB			

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:
MB			

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:
MB			

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:
MB			

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:
MB			

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:
MB			

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 and2 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 of2 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,_____, 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.

Signature of Contractor's Authorized Official

Mary Baker - Project Manager

Name and Title of Contractor's Authorized Official

January 28, 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. PROGAM 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.

PART 2

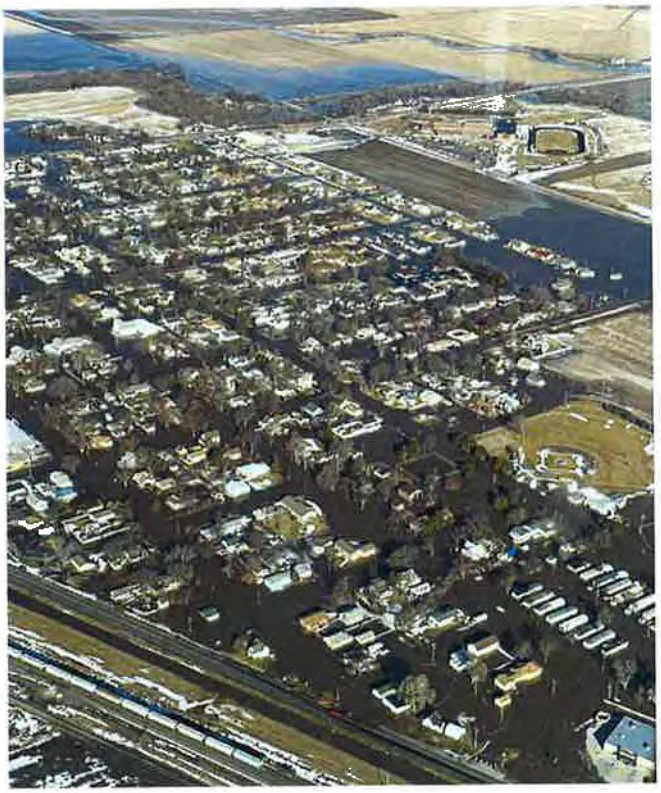
Technical Approach

UNDERSTANDING OF PROJECT REQUIREMENTS

UNDERSTANDING SUMMARY

The following section describes this project's urgency and offers our recognition of the importance of the Nebraska State Hazard Mitigation Plan update. The following five bullets provide a brief introduction of the topics that will be expanded upon in this section.

- **The Nebraska Emergency Management Agency (NEMA) is the thought leader and lead agency** in establishing a mitigation-based mindset for the state of Nebraska;
- **The 2021 Nebraska State Hazard Mitigation Plan will serve as the foundation and directing tool** for local, state, and regional mitigation and resiliency focused efforts for the next five years;
- **The 2021 Nebraska State Hazard Mitigation Plan must successfully integrate and be consistent with other state planning mechanisms,** specifically the Nebraska Long-Term Recovery Plan currently under development;
- **Timely delivery of the plan components will be critical to the project's success;** and
- **Ongoing collaboration between NEMA, other state agencies, and the selected consulting team** will enable the 2026 Nebraska State Hazard Mitigation Plan to build a greater level of sophistication, potentially moving toward an Enhanced State Hazard Mitigation Plan.



PROJECT UNDERSTANDING

Having supported hazard mitigation planning across Nebraska for more than a decade, JEO has a unique understanding of where the state currently is in terms of hazard mitigation and what the next steps might look like. We have found that time and time again, NEMA is front and center in considering how to build necessary capacity and increase resilience at the local, regional, and state level. **Innovative approaches to regional mitigation plans, the diversity of hazards and disasters requiring planning and response, and the ongoing commitment to and investment in the people of NEMA; all of these efforts demonstrate the seriousness with which mitigation is addressed not only within NEMA, but across many state agencies.** The importance of this progressive and proactive thought process has never been more evident than following the catastrophic events of the 2019 flooding.

In 2019, Nebraska experienced the most significant disaster event in the state's history. Record snowfall throughout the watershed resulted in unprecedented flooding across the state. Whole communities were displaced and remain so to this day. As the flood water rose, NEMA was completing the process of updating the 2019 Nebraska State Hazard Mitigation Plan (SHMP). **The timing resulted in a SHMP that was, in many ways, outdated before it could ever be implemented. The sequence of these events has required hiring support for another update to the SHMP.** While it is not ideal to have planning processes timed so closely together, we commend the state and NEMA for their recognition that this path is necessary.

The 2021 SHMP will chart the course for risk reduction for the next several years. The plan developed through this process will engage a broad cross section of state, regional, and local entities, collaborating to establish which hazards pose the greatest risk to state residents and determine how those risk might be reduced. **A significant component in this process involves examining and analyzing the regional and local hazard mitigation plans from across the state.** For past SHMPs, engagement was accomplished through various avenues. For this update it will be important to engage with county officials (emergency managers, public works, etc.), community representatives, and representatives of the natural resources districts. **Working closely with this diverse group of stakeholders will result in an enhanced understanding of how entities collaborate to protect lives and build stronger infrastructure.**

Of equal importance is the level of engagement between state and quasi-state agencies. We recognize that it is not possible for NEMA alone to implement all the necessary projects, or even all the projects that will be included in the 2021 SHMP. Therefore, partnerships with the Department of Natural Resources, Department of Agriculture, Department of Transportation, and many others will be critical. In addition to these state agencies, we understand that the situation in our state differs from many others. To account for Nebraska's specific needs, it will be important to work with entities like our own National Drought Mitigation Center throughout the planning process.

Nebraska is also unique in having public power districts. Across the state, the public power districts (PPD) play a critical role in our resilience. In the past, hazard mitigation planning for public power districts has been a part of the SHMP, but not always integrated as part of the overall planning process. Most PPDs have mitigation plans and those are included as an annex to the SHMP. Often these plans are developed one-by-one with support from the Nebraska Rural Electric Association (NREA), but their level of peer-to-peer engagement can be strengthened. Including PPDs in this process and working to engage them simultaneously could have a great impact on the overall quality of the plan.

With so many entities and agencies to engage, one of the largest challenges for the 2021 SHMP is the timeline. The planning process is scheduled to kick-off in March and needs to reach a significant stage of completion in August/September. **As a firm, JEO has great working relationships with many of the entities that will need to be involved in the planning process.** Our strong relationships will result in a quicker process, but we will need assistance in producing all of the materials required for the planning document. To achieve this, we have asked Witt O'Brien's to partner with us on this project. **Our team's depth and experience is unmatched, both from an overall planning perspective and specific to Nebraska.**

Looking forward from the 2021 SHMP to the plan's maintenance and scheduled update in 2026, we are keenly aware that a plan should be a living document. Outlined in the RFP is the option for five, one-year contract extensions to support the plan maintenance cycle and eventually complete the 2026 update. The annual review and maintenance of the SHMP is a requirement set forth as a plan component. Our team will outline ideas that are appropriate for the plan maintenance cycle throughout this proposal. **Our proposed approach will focus on setting the stage for the 2026 SHMP update and create the opportunity to pursue recognition of an Enhanced SHMP at that time.**

PROPOSED DEVELOPMENT APPROACH

APPROACH SUMMARY

The update of a SHMP is no small undertaking and doing so on a truncated planning timeline only increases the importance of a smart, yet simple approach. The following five bullets provide a brief introduction of the approach that will be expanded upon in this section.

- The planning process must effectively integrate an appropriate **cross section of stakeholders to generate a consensus on preferred goals** and outcomes, and establish a common set of values that will drive plan implementation;
- The **risk assessment will serve as the cornerstone of the plan**, linking risks and threats to the state's population and infrastructure to the mitigation actions identified in the SHMP;
- **Mitigation actions identified in the plan will serve as the long-term blueprint**, effectively reducing risk and focusing on building a risk-based decision making process;
- **Plans are intended to be living documents**, and a proactive and well-articulated maintenance and upkeep strategy will not only keep the plan effective, but will also improve future planning efforts; and
- All of the outlined components must be developed and delivered according to the project schedule and **meet or exceed the FEMA-required planning requirements.**

PROJECT APPROACH

The organization of the planning process can make or break a plan. Ensuring that the right parties and entities are engaged at the right time and in the right way is essential. The first step in our approach will be to work with NEMA to examine other planning efforts and the network that has been established through those processes. We have found that entities that have been willing to come to the table in the past are likely to return. **The graphic at the bottom of the page demonstrates many of the state agency partners that will need to be engaged in this process.**

The ideal engagement approach is to gather together and examine risks, capabilities, and mitigation actions, but this is not always possible. For the 2021 SHMP update, our team proposes to use multiple strategies to ensure engagement without jeopardizing the strict planning timeline. **In-person meetings will be one approach, but we also propose the use of online resources such as real-time and recorded webinars to allow those unable to attend in-person to participate from a distance or as their schedule allows.** One challenge with this approach is tracking participation and documenting who was involved, how, and when (as required for the plan review and approval process). **To address this, we will develop a project website that requires planning participants to have individual log-in information.** This approach will enable us to document who has participated, which agency/entity they represent, and what components of the planning process they have completed. We have used this approach for local planning efforts and have been successful in documenting participation for those hazard mitigation plan updates.

From a procedural perspective, it will be important to engage state agencies, and adding PPDs to this process will require a parallel effort to bring those quasi-state agencies to the table. To address this planning area, we have included RVW on the JEO team. We believe the PPDs across the state (with some exceptions) will welcome a modified approach where they are integrated into this process, rather than having to develop plans individually. **An effective approach will require coordination with the NREA, as their support in activating their membership will expedite the planning process.** We have worked closely with the NREA in the past and believe they are an important partner to involve in this SHMP update. **We propose using their already scheduled manager's meetings to engage with PPD leadership; this will make sure PPD officials from across the state are in attendance and the work will be a natural extension of their current efforts.**

One remaining area for engagement is at the regional and local level. JEO's primary involvement in the authorship, update, and maintenance of nearly all of the state's regional-local mitigation plans; the majority of which are championed by natural resources districts (NRD). We will conduct meetings that allow for NRD participation, and will utilize online tools and integration of information included in regional hazard mitigation plans to satisfy this engagement area. **Our JEO team strongly believes the future of flood risk reduction, specifically, will rely heavily on NRDs, and as such, their involvement in this process as quasi-state entities is important.**

As we work with state and quasi-state agencies through the SHMP update, we will first focus on assessing risk and determining which hazards pose the most significant threat to people and infrastructure. We will depend on subject matter experts for the applicable hazards addressed in the plan. **The resumes of the JEO team members outline their areas of expertise and dynamic local understanding that will allow us to examine and quantify Nebraska-specific hazards.** We will rely on our hazard mitigation planning experience at the local level as a part of this process, but will also incorporate our engineering work.

The risk assessment will identify appropriate hazards, quantify historic impacts and risk posed to people and infrastructure, state probable extent for each hazard, and calculate probability of future occurrence. One question that remains is the need to address both natural and manmade hazards. **The planning requirements that will be used for the plan review and approval process focus on natural hazards (including dams and levees in this area) but allow for manmade hazards to be included at the state's discretion.** Given the short planning window, it might be prudent to reduce the number of hazards to focus on the required natural hazards.

After completing the risk assessment, we will address strategies and actions that can be implemented to buy down risk, and either reduce or eliminate the potential for loss from future hazards. We believe in taking a practical approach to the identifying mitigation alternatives. Each of the stakeholders involved in the planning process will have an idea of what can be done and where it will have the greatest impact. This is another opportunity to integrate regional and local hazard mitigation plans into the SHMP. Mitigation alternatives should consider a range of alternatives including capital projects, education and outreach projects, and regulatory strategies.

Having worked on plans across the region, a common discussion revolves around the process of maintaining the plan. **An approved and adopted plan is important, but a realistic maintenance and upkeep strategy that ensure the plan's effectiveness when you needed it.** For the 2021 SHMP, we believe it will be crucial to develop a maintenance strategy that will position NEMA and their planning partners for a smooth update of the 2026 SHMP. SHMP updates are easier when regional and local mitigation plans are required to submit the most relevant information at the conclusion of their plan updates. We will work with NEMA to develop data collection forms associated with regional and local plan updates. The required information from regional and local plans would include risk assessment outcomes from local plans, identified mitigation alternatives, and capabilities assessments. While all of this information is already included in the final planning document, having a standardized submittal will allow for state planners (or selected consultants) to review and compile data quickly for state planning efforts.

In addition to enhancing the regional/local planning process, the state will develop an update strategy for the plan. This will likely include identifying new vulnerabilities or reductions in vulnerabilities due to implemented projects. **Our team will develop data collection tools that will ease this process, and share the forms during stakeholder meetings to improve participation.** It is possible to make plan updates more robust as well. **We can develop scenario-based planning efforts that will net information that would be constructive in collecting critical information regarding state-wide vulnerabilities as well as providing insights regarding capabilities across multiple state agencies that will be imperative if an enhanced plan is desired in 2026.**

Thus far, we have demonstrated our understanding of the project as well as our approach to deliver the 2021 SHMP. Finally, we would like to outline how we will complete the plan within the required planning window. **Strong project management and a deep project understanding are two of the elements that will be most critical during this update, and we have addressed those items. Our JEO team will rely on state-wide relationships developed over the past eighty years to expedite the engagement process.** We have worked with many of the state agencies and other stakeholders that will be involved in this process. Having pre-existing relationships will allow us to hit the ground running. We have also been very intentional in constructing the team that we bring to the state for this project. **The addition of RVW will buy down the time required to update the PPD annex of the plan and the inclusion of Witt O'Brien's was no less strategic or important. Witt O'Brien's has experience working on multiple state hazard mitigation plans and adds necessary depth to support plan development, geospatial risk analysis, and plan writing.** Throughout the response to Section V of this proposal, we will outline incremental deliver deadlines that will demonstrate not only an understanding of the project, but also a proactive approach to meet the schedule in a way that simplifies the process for our team, NEMA, and the other stakeholders.

TECHNICAL APPROACH (SECTION V.B, 1-5G)

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: In the Midwest extreme weather events are becoming the norm, especially for the FEMA Region VII states of Nebraska, Kansas, Iowa and Missouri. To best prepare for these intense and erratic natural hazard events each state champions a hazard mitigation plan that can pave the way to reducing the effects of these hazards on the state jurisdictions and local communities. The first step in this process is to appropriately identify the stakeholders at all levels; federal, tribal, state, local, public and private sector partners, that have a vested interest in mitigating hazard events. Our team has national, state and local experience with the broad list of partners that should be included in this planning process. At our initial kick-off meeting with the NEMA, the plan owners, our project team will delineate the state stakeholder list, and brainstorm all possible agencies, sectors and partners that will be included in the 2021 State Hazard Mitigation Plan, SHMP, update. Upon concurrence from NEMA our team will actively engage all stakeholders, via email and physical letters, inviting them to the state mitigation planning process. This correspondence will outline the timeline for the overall engagement, meetings, and stakeholder input to the SHMP, and will be followed up by phone calls to verify stakeholder involvement and organization points of contact. Our project team has reviewed the lists of those involved in both the 2014 and 2019 SHMP's, as well as previewed any upcoming state conferences and scheduled workshops to deconflict stakeholder meeting times and deliverable due dates. Included in this proposal is a timeline showing an aggressive seven-month schedule designed around the mitigation planning process, optimizing state stakeholder involvement and minimizing conflict with other state-level priorities and commitments. To that end we acknowledge that no meeting time will be perfect for everyone, so all stakeholder engagement meetings will be broadcast as a webinar as well as recorded for viewing after the fact. Our team will establish a Nebraska SHMP project website that will always be available to stakeholders, enabling them to keep current on the mitigation planning process, review any meetings that were missed, as well as on-line sharing opportunities for uploading and downloading information relevant to the SHMP project. This website will also house technical assistance items for all plan participants, an updated project timeline and current deliverable requirements for both the stakeholders and the plan consultant project team. Information gathering and sharing with the state stakeholders will be crucial during the mitigation planning process. A good state level plan addresses all strata of government and public entities, as well as representation from the private and non-profit organizations, as such our project team will make every effort necessary to ensure that all stakeholders are engaged in such a way that creates synergy and productivity. To make sure all stakeholders are at the table, our process will include Nebraska's quasi-state agencies such as the natural resources districts and the public power districts. Due to the shortened timeline for the plan update, electronic means of information sharing will be crucial to expedite the overall process. Electronic meeting invitations will be executed during the first month of the planning process to coordinate the overall development of the SHMP and any supporting annexes. The project team will reach out in person to all stakeholders as necessary, via phone call or an in-person meeting, to maximize the input at the various stages of the mitigation planning process. Flexibility by all participants and the project team will be paramount in achieving the planning process milestones and delivering a comprehensive SHMP on-time to NEMA and FEMA. After each meeting, and at a minimum of each month, the project team will update state stakeholders, NEMA, and FEMA, on the status of the planning process and any upcoming milestones. Monthly reports will not only fulfill a project requirement but will be used to maintain the project synergy and motivate stakeholders to be all-in at each step of the mitigation planning process.

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: Our project team has already began gathering data from the 2014 and 2019 SHMP's and other hazard sources for risk information. Data collection and analysis will occur simultaneously throughout the first five months of the planning process. This will include state-wide historical data; evaluating hazard frequency, severity, magnitude, location, occurrence intervals, and extent, coupled with cross comparisons of data sets and regional vulnerability analysis for each hazard to be explored in the 2021 SHMP. Damage totals from prior hazard events will be evaluated, to include the 2019 record setting year, noting property and agricultural damages, in addition to any loss of life and the hazard's effect on any state held critical facilities. State stakeholders and participating administrations will be asked to contribute any meaningful data relevant to their organization and the risks being assessed for the SHMP. Each group will answer a set of core questions that will inform the state assessment overall, as well as specific questions that address organizational risks relevant to their specific capabilities. Each stakeholder will have an opportunity to bring their mitigation and resiliency-based plans to the assessment process to be analyzed and incorporated into the SHMP. For example, Nebraska's public power districts (PPDs) will write their plans synchronously with the development of the SHMP, adding their plans as annexes to the state's plan. Plan integration is a priority for not only the SHMP and its stakeholders, but for the state's twenty-one regional HMP's as well. As the plan authors for 19 of the state's 21 local hazard mitigation plans, LHMP's, JEO is uniquely positioned to review all local plans for risk identification and impact across the state, as well as comparing data for all 92 LHMP participating counties for hazard location, extent and impact, that will inform the state's risk analysis. The compilation of this local data will provide a state overview that can be compared with a regional analysis, to ensure that the risk assessments are data driven and able to inform the SHMP with the most current and accurate information. Coupled with the LHMP assessments will be a risk and capability assessment specific to the state's PPDs, including the main member districts of the Nebraska Rural Electric Association (NREA). As power providers for the state, the PPDs are key players in resiliency and recovery efforts and are crucial to include in the mitigation planning process. A well-informed risk assessment evaluates infrastructure, critical facilities and populations that are vulnerable to specific hazards, and to what possible extent could injury or damage happen as a result. To address vulnerabilities, we will not only look at the historical data for each hazard to be assessed, but we will look at future probability and trends that will inform the development of mitigation actions that address the risks appropriately. These actions will also be matched against the state capabilities and capacities to ensure that shortfalls in the state's resources are address in tandem with the applicable risk. Problem statements correlating high risk probability and agency deficiencies will provide the frameworks for strong state mitigation activities that can be leveraged well into the future. To ensure we are gathering all the current data for the SHMP we will rely on state and national level subject matter experts to assist in the data gathering and analyses for the risks they regularly manage. The Department of Natural Resources, (NeDNR) will be called on to assist with the flood and dam risks assessments across the state. The Nebraska Forest Service (NFS) and the National Drought Mitigation Center (NDMC) are the subject matter experts with wildfires and drought respectively and will be engaged with our team for those analysis. Each stakeholder potentially has their top risks that they are proactively addressing on a day-to-day basis. Fleshing out this information and cross-correlating it will also be a part of our project team's goal for assessing the state's risks and capabilities. To properly analyze the future trends and probability of each risk the JEO team will also collaborate with the staff at the State Climate Office, as well as NWS and NOAA subject matter experts in climate services and environmental information, to ensure the risk assessments and capability summaries are as accurate, current, and forward thinking.

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: After the SHMP risks have been clearly defined and capabilities are delineated our project team will assist in crafting the hazard problem statements that will inform the direction of stakeholder mitigation actions. These risk-capability statements will also be used to advise the review of the mitigation goals and objectives from the past two SHMP's, as well as assist in crafting the 2021 SHMP goals. In addition to the evaluation of the state level goals and objectives, our project team will analyze the 21 local mitigation plans and how their strategic actions have been empowered by their regional goals and objectives. Any trends, commonalities or differences will be used to update the state stakeholder conversations as well as and inform the state's decisions on prioritizing mitigation actions to prevent future hazard loses. Stakeholders will have an opportunity to engage in a workshop setting where they can explore mitigation options for their problem statements that provide the best long-term solutions for the risk(s) at hand. The project team will facilitate these brainstorm sessions as well as bringing in subject matter experts to assist in specific risk avoidance ideas and opportunities that can potentially address more than one hazard. Woven into these discussions will be the local strategies and priorities that will offset the state's top hazard vulnerability at the local level. All disasters and hazards begin at the local level and every effort must be made to accurately address the local capabilities and strategies to best inform how and where the state can assist the local jurisdictions. State level summaries will be crafted from these workshops and used in the prioritization of the goals and objectives for the SHMP. Mitigation strategies will be reviewed and categorized by hazard and capability to enlighten the State level discussion for the long-term vision of the SHMP. This vision will direct the state's hazard avoidance priorities for the next several years and provide the basis for state's departmental budgets and fund prioritization. As the top hazard for the state of Nebraska, flooding will likely be the focus of several of state level risk summaries. Flood events can be caused by other related hazards, such as ice jams and extreme precipitation events, and by its very nature floods can do substantial damage to property and cause loss of life. Flooding is also one of the few hazards we can predict where it will most likely occur, as we have FEMA Special Flood Hazard Area (SFHA) maps that show the floodplain and floodway around our rivers and bodies of water. As such we know where not to build and where not to be to avoid the effect of flooding on property and people. The project team will place additional emphasis on this hazard and will ensure that flood mitigation strategies address the repetitive loss (RL) & severe repetitive loss (SRL) areas and parcels in the SHMP. With the assistance of the NeDNR staff our team will help construct, evaluate and prioritize a comprehensive list of RL & SRL parcels that is inclusive of the most at-risk properties. This list will steer the application of flood mitigation strategies such as property acquisition, home elevation and mitigation reconstruction, to targeted areas of the state. In addition to addressing RL and SRL properties, our team will also cross reference the location of all state critical facilities in relation to the SFHA and evaluate and prioritize mitigation strategies that will minimize their flood risk for future events. A similar analysis will be conducted of all PPD critical infrastructure to ensure that the state's power suppliers are also analyzing the location of their infrastructure when looking at the risk-capability problem statements and the mitigation strategies that bring the best solution. Comprehensive capability-based goals and objectives will be crafted to in a such a way as to provide a roadmap for local jurisdictions to follow when writing their mitigation goals and objectives. These templates will provide the building blocks upon which the local public entities can write similar strategic actions that will best counter the effects of the next hazard events. As the SHMP's summaries and templates are being crafted the project team will also be researching and gathering information on funding sources that can best address the goals and objectives for all levels of government. Mitigation actions are simply great ideas unless they are realistic and achievable, and funding for these actions is a crucial piece to seeing these projects completed. Strong goals and objectives will enable the state and the local jurisdictions to craft targeted strategic actions, but proper funding sources will enable these projects to actual happen. Completed mitigation projects will buy down the risk profiles at the state and local level and increase the state's overall resiliency, which should be the over-arching goal of every mitigation plan.

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: To expedite the final state hazard mitigation plan review, portions of the plan will be completed incrementally at various milestones during the project timespan and reviewed by the plan stakeholders, NEMA, and FEMA accordingly. As the project timeline forecasts, the risk and capability sections of the SHMP will be drafted and available for review no later than the mid-June stakeholder meeting. This will allow for edits and adjustments to be made concurrently with the submission of the stakeholder's mitigation strategies and goals. This will enable the first sections of the SHMP to be reviewed by the midway point in the plan update process and will minimize the final review time requirements. Since the largest part of a mitigation plan includes the risk and capability assessments, the majority of the overall draft of the SHMP will be completed once these sections are reviewed by NEMA & FEMA and edited accordingly. The state mitigation strategy and plan implementation sections will be accomplished by mid-August to allow for stakeholder reviews and edits to occur prior the first complete draft being submitted to the state on August 31, 2020. Other sections of the SHMP will also be drafted concurrently with the main sections of the plan. The upfront portions that include the planning process and state demographics will be drafted by the end of May, and the flood section that evaluates the state's repetitive and severe repetitive loss as well as the RiskMap and National Flood Insurance Program (NFIP) sections will be completed by the end of June. The PPD annex will be completed by the end of July, after the districts' general managers have finalized their strategic actions at their June NREA meeting. The plan maintenance, annual review process and adoption and assurances sections will be completed by the mid-August date to guarantee that all sections are adequately reviewed and edited incrementally during the planning process. Once all state level reviews are complete the first draft of the Nebraska SHMP will be submitted on August 31 for any final reviews and edits. The project team will utilize the last two weeks of September to finalize all revisions and prepare the final document for submission no later than September 30, for NEMA and FEMA's final approval. With an approved SHMP in hand the state stakeholders can begin to focus on the annual review efforts that should occur each fall, to coincide with the plan submittal date. The consultant planning team would recommend annual reviews to occur in October for the next three years of 2021, 2022, and 2023. These annual reviews would serve to update any risk data or capability changes across the state, as well as noting any mitigation strategies and actions that have made considerable progress or are completed. An evaluation of any new data or any recent disaster related event(s), should also occur at this time and potentially will lead to new mitigation actions being added to state's priority list. In January of 2024 the consultant team would meet with NEMA and lay out a detailed schedule of deliverables for the 2026 SHMP update. This would include a state stakeholder kick off meeting in March of 2024, with the bulk of the plan update process occurring from March 2024 through March of 2025. Final plan sections would be revised in April of 2025 with a first draft delivered on or before 1 May 2025, which would ensure any final edits would be accomplished prior to the final draft of 2026 SHMP being submitted on 1 July 2025. For the 2026 SHMP, all FEMA plan review notes and recommendations from the 2021 version will be accounted for and addressed in the update, along with the information from the 2021-2023 annual reviews. All local mitigation plans will again be reviewed and evaluated for changes and updates to inform the 2026 SHMP update.

5. ADDITIONAL SUB-TASKS

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: State stakeholder meetings will be recorded and broadcast over a webinar-based media. On-site sign-in sheets will record the in-person participants, meeting minutes will be recorded, and all electronic viewers will have a digital log-in that will track attendance. Full stakeholder participation will be documented by worksheet completion and submission of additional information as required for the different steps in the planning process. Those who view the meeting webinar after the scheduled event will receive an attendance certificate that validate their participation for that step of the plan process. For any one-on-one meetings or technical assistance visits, the project team will document all in attendance on sign-in sheets and meeting minutes will be accomplished. All stakeholder documentation will be submitted to NEMA with the monthly progress reports for any meetings that occurred during that month. All final documentation will be compiled electronically and digitally stored and backed up for state HMP. When the final plan is submitted to NEMA in September of 2020, all final documentation will be submitted at the September progress meeting. The SHMP website will also house all needed documents for stakeholder participation requirements, timelines, and plan review sections. All completed participant worksheets and data submissions will become part of an annex to the Nebraska SHMP.

B. REVIEW LOCAL HAZARDS WITHIN THE STATE AND INCORPORATE DATA, AS NECESSARY.

Please Provide Timeline and Methodologies
Bidder Response: All applicable hazard data will be compiled, reviewed and evaluated for completeness. NWS & NOAA will be collaboratively engaged in the data collection process, enabling the project team to collect the most comprehensive historical data and the current data from the 2019 disaster events. Each risk to be included in the SHMP will have a complete risk profile, including historical data, impact and extent of the hazard, probability of future occurrences and damages or loses associated with the risk. State Climate Office staff will assist the project team in evaluating hazard trends and future variances due to the changing climate. All 21 local mitigation plans will be reviewed and analyzed for compiling applicable data sets to inform the state plan assessment. Hazard profiles will be summarized, risk frequency analyzed, and capabilities noted for each of the regional multi-hazard plans, to support the SHMP risk and capability sections. Mitigation strategies and actions will also be evaluated in the LHMP's, and comparisons and summaries will be incorporated into the SHMP's mitigation strategy section. Nearly half of the state's regional plans are currently being updated by the JEO Mitigation Team, so the most up-to-date data will be incorporated throughout the SHMP planning process.

C. INCORPORATE OTHER PLANS/STUDIES INTO THE HMP AND UPDATE AS DEEMED NECESSARY BY NEMA.

Please Provide Timeline and Methodologies
Bidder Response: In addition to the LHMPs noted in the previous answer, state stakeholder plans and studies that are related to mitigation, adaptation, or resiliency will be evaluated by our planning team and incorporated into the SHMP as necessary. Many of the state agencies that provide emergency support functions to NEMA have specific plans and procedures that will inform the risk data and mitigation strategy sections of the SHMP. The State Emergency Operations Plan (SEOP) will also be included in the assessments and evaluated for areas where both state plans can be integrated to show cohesiveness of state policy, goals, and priorities. Our project team is also looking forward to reviewing the state's new long-term recovery plan being crafted by Hagerty Consulting. We will dovetail the two plans together to reinforce the State of Nebraska's resiliency network. Of special note will be integrated resource and mitigation plans for Nebraska's public power districts. Any state-level district that wishes to participate in the update of the 2019 SHMP will be included in the PPD annex to the state plan. The 34 member units of the NREA will be included in a summary annex and assessed as a group. Other non-member units will be required to maintain their own annex and keep in step with the State HMP timelines. As power suppliers to the 93 Nebraska counties, the mitigation efforts of the power districts are vital to the state's resiliency and recovery during any extreme weather event. For environmental concerns, we will evaluate the Nebraska Game and Parks Commission and the Nebraska Forest Service plans to address resiliency and mitigation efforts affecting our wildlife, their habitat and the state forestry stock, to include the Community Wildfire Protection Plans (CWPP). The Department of Natural Resources will be heavily involved in the flooding and dam analysis and mitigation strategy discussions, and the US Army Corps of Engineers will be contributors to the flood and levee evaluations and assessments.

D. HMP WILL BE UPDATED TO INCLUDE RELEVANT INFORMATION FROM RECENT DISASTER EVENTS.

Please Provide Timeline and Methodologies
Bidder Response: Our project team will research the most recent studies portraying the best available data for the state's top hazards and include them in the SHMP. NeDNR's current flood study data and high-water marks from the DNR and the USGS will be referenced, as well as current data from the 23 Natural Resources Districts (NRDs) across the state. As the watershed managers for the state, the NRDs are responsible for many various programs including flood control, water quality, and recreation areas across all state river basins. The special role of NRDs places them in a unique position to assist in risk data collection and analysis for their districts. As boots on the ground and plan sponsors for 14 of the 21 LHMPs, the NRDs have a close hand on the pulse within their communities and what is most affecting their districts' citizens. We will gather and incorporate current data from the NWS and NOAA into the SHMP. Particularly important will be the 2019 blizzard and flooding disaster event, DR-4420-NE, that set records all across the state of Nebraska, causing well over $3.4 billion in total loses and damages. Nearly $27 million alone was awarded to more than 3,400 recipients through the FEMA Individual Assistance (IA) program, and current estimates for public infrastructure damages are above $420 million dollars. Winter storm Ulmer did its best to destroy our state with its bombogenesis weather pattern that wreaked havoc across the entire region. Capturing the effects of this historic event and looking at ways to better prepare the state for future events will be paramount in revising the 2019 SHMP. The antithesis to the dangerous flooding that plagued our state in 2019 is extreme drought that can lead to wildfires and water shortages. In 2012, the Midwest experienced a drought immediately after the flooding disasters of 2011, which caused nearly half a million acres to burn all across the state. Drought data and analysis techniques from the National Drought Mitigation Center (NDMC) will enhance the JEO team's assessment of this slow but deadly hazard. We will explore drought triggers and early warning mechanisms and methodologies to inform the mitigation strategy sections of the SHMP.

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: To facilitate the on-time submission of the SHMP draft(s) the project team will focus on meeting incremental milestones throughout the six-month planning process. Our team will prepare the upfront section, state demographics, and plan overview for initial review by May 31. A draft of the risk and capability sections will be done by June 15, with the SRL/RL/NFIP sections completed by June 30. We will compose the mitigation strategy section for initial review by July 31, with the first complete draft ready by the August 31 due date. The PPD annex will be drafted by July 31 for stakeholder review. Final comments will be submitted by state stakeholders the first two weeks in September to enable the project team to complete final revisions by the September 30 final due date. The JEO consulting team would recommend annual reviews to be accomplished each fall in the years of 2021, 2022, and 2023, with the next full review kicking off with NEMA in January of 2024. The formal 2026 SHMP review period would be from March 2024 through March 2025, with the final reviews and revisions being accomplished to the final draft in April 2025 to meet the May 1, 2025 due date to NEMA for review. The 2026 SHMP would include all current data collection and analysis and incorporation of all FEMA feedback items noted on the plan review tool completed by FEMA's planners.

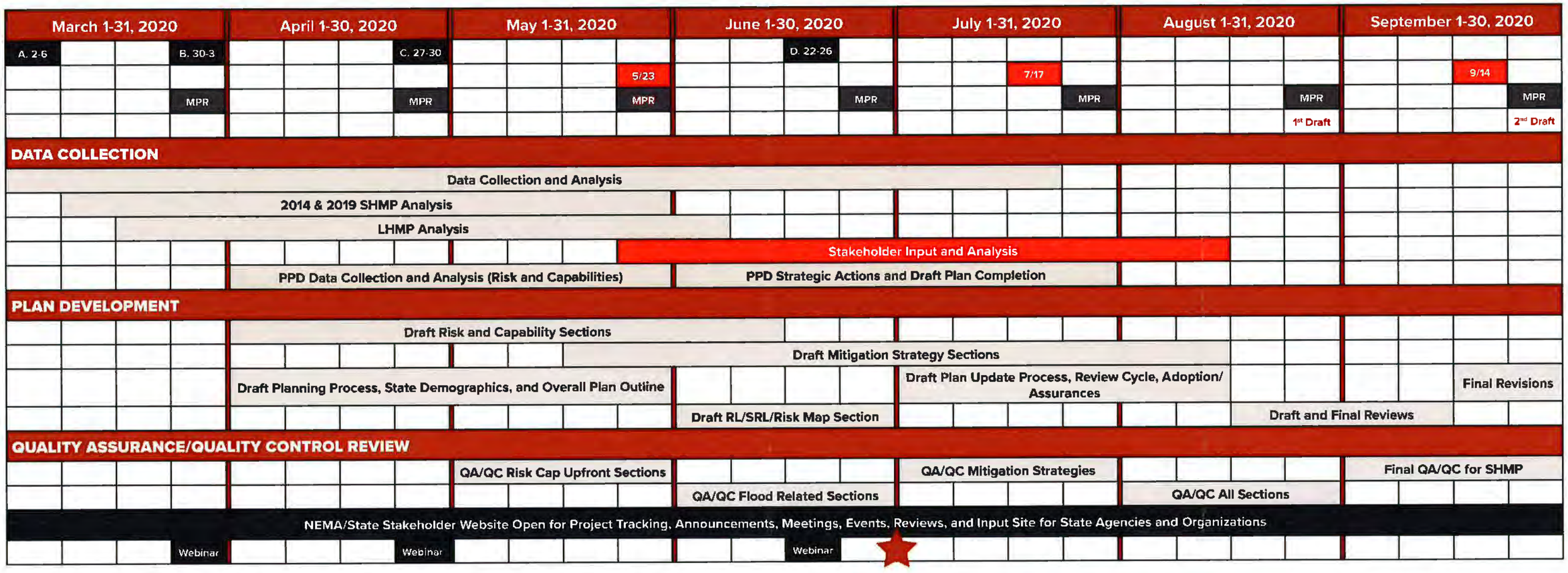
F. PROVIDE TECHNICAL ASSISTANCE TO ENSURE HMP IS CONSISTENT WITH NEW LAWS, POLICIES OR REGULATIONS AT THE FEDERAL, STATE OR LOCAL LEVEL.

Please Provide Timeline and Methodologies
Bidder Response: Our JEO project team includes a wide variety of personnel with decades of experience interacting with all levels of government. Several on the team have worked as local and state employees and have been responsible for federal level programs at various agencies. Our team's experience is noted on our resumes but cannot be understated here, as it takes a seasoned team to be able to provide the appropriate level of technical assistance and regulatory compliance that a state planning endeavor demands. To meet these needs, our JEO team will have members dedicated to regulatory compliance and reviews to ensure plan compliance as well as uniformity with other planning mechanisms. JEO's project manager and public engagement team will provide technical assistance at all stages of the planning process and be the conduit for all of our project team's interactions with state stakeholders. The SHMP project website will be managed by JEO's webmaster, where technical assistance will be accessible to all state HMP participants, via online documents, email, and project team coordination.

G. PROVIDE TECHNICAL ASSISTANCE TO FACILITATE THE PLANNING PROCESS WITH EXTERNAL STAKEHOLDERS AND NEMA.

Please Provide Timeline and Methodologies
Bidder Response: In addition to the SHMP project website, our JEO project team will be the primary facilitators of the entire planning process from coordinating with NEMA and facilitating all stakeholder meetings, to coordinating all planning efforts between our JEO consulting team and all SHMP plan participants. The Project Manager will submit all monthly progress reports to NEMA and will be the focal point for all stakeholder coordination and project team technical direction and assistance. JEO public engagement staff will plan and assist in leading all state stakeholder engagement meetings and will post all information to the SHMP project website. Any technical assistance navigating the website or complying with any data calls or information submissions will be handled by JEO's team members. Public power district engagement will be led by the JEO project manager and the PPD planning lead throughout the entire process. Due to the limited time for the update process, we will make every effort to adhere to planning milestones and comply with or exceed all plan submission deadlines. All coordination, communication, and collaboration with federal partners will be addressed by the project team accordingly during each phase of the planning process. For nearly all sectors, the local level jurisdiction has a state level agency to which they are accountable, and the state agencies also have mirror organizations at the federal level under which they report. This chain of command will be addressed comprehensively and professionally by our team during SHMP development, as the state stakeholders and agencies are links between all local levels of government and the federal program sponsors. JEO's project team has decades of experience interacting with all levels of government and within all sectors, enabling them to instinctively engage all plan participants and external stakeholders seamlessly throughout the HMP planning process.

STATE OF NEBRASKA 2021 HAZARD MITIGATION PLAN UPDATE TIMELINE



Meetings

Meetings will be facilitated by JEO and broadcasted via webinar capability.

A. March 2-6: NEMA meeting with contractors
B. March 30-April 3: State stakeholder kick-off meeting
C. April 27-30: State stakeholder risk and capability meetings
D. June 22-26: State stakeholder mitigation strategy meeting

Stakeholder Input

May 23rd: Stakeholder input due for risk and capability
July 17th: Stakeholder input due for mitigation strategies
September 14th: Stakeholder input on draft SHMP due for final contractor revisions

MPR = MONTHLY PROGRESS REPORTS TO NEMA

★ **END OF STATE FISCAL YEAR**

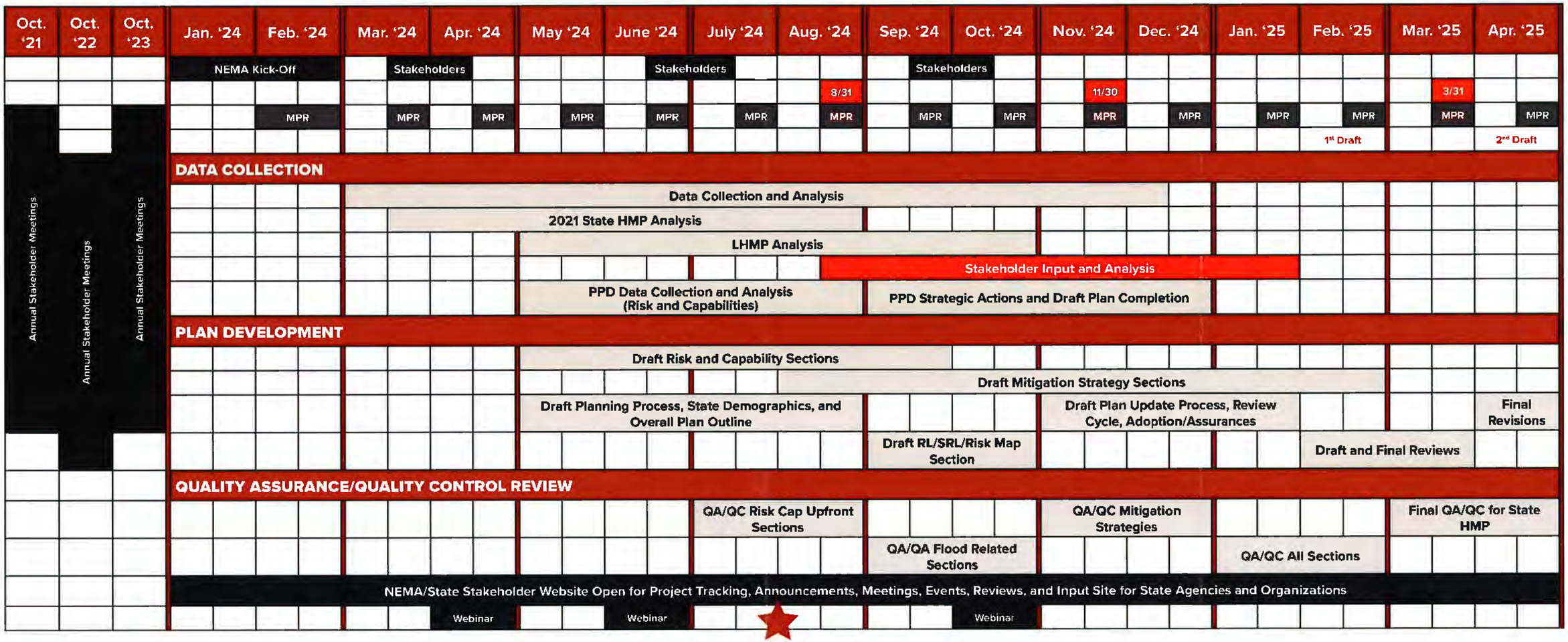
STATE LEVEL CONFERENCES

NAEM: April 1-3, 2020
NACO Legislative: March 1-4, 2020
NRD's Washington DC Meetings: March 14-18, 2020
Nebraska Rural Water: March 9-12, 2020
NMPP Energy: March 24-26, 2020
ASFPM: June 7-11, 2020
NREA Manager Meeting: June 17-18, 2020
NACO National: July 17-20, 2020

2026 State HMP Update Key Dates and Tasks

October 2021: First annual review with a winter storm emphasis
October 2022: Second annual review with a drought emphasis
October 2023: Third annual review with a flood resiliency emphasis
January 2024: Plan owner meeting with consulting team to lay out 2026 scheduled update

STATE OF NEBRASKA 2026 HAZARD MITIGATION PLAN UPDATE TIMELINE



Meetings

Meetings will be facilitated by JEO and broadcasted via webinar capability.

January-February: NEMA meeting with contractors
March-April: State stakeholder kick-off meeting
June-July: State stakeholder risk and capability meetings
September-October: State stakeholder mitigation strategy meeting

Stakeholder Input

August 31st | November 30th | March 31st

MPR = MONTHLY PROGRESS REPORTS TO NEMA

★ END OF STATE FISCAL YEAR

THE FINAL PLAN DRAFT WILL BE SUBMITTED BY MAY 1, 2025