

Request for Proposal No. 6202 Z1

Proposal for Providing a  
**FEMA Approved State Hazard Mitigation Plan**



Prepared for:  
State of Nebraska  
State Purchasing Bureau  
Annette Walton/Nancy Storant  
1526 K Street, Suite 130  
Lincoln, NE 68508

Prepared by:  
Wood Environment & Infrastructure Solutions, Inc.  
100 SE 9th Street, Suite 400  
Topeka, KS 66612

**ORIGINAL**

January 27, 2019

State of Nebraska  
State Purchasing Bureau  
Annette Walton/Nancy Storant  
1526 K Street, Suite 130  
Lincoln, NE 68508

**Re: Request for Proposal No. 6202 Z1  
Proposal for Providing a FEMA Approved State Hazard Mitigation Plan**

Dear Ms. Walton and Ms. Storant:

Wood Environment & Infrastructure Solutions, Inc. (Wood) is pleased to submit this response to the request for proposal for a FEMA Approved State Hazard Mitigation Plan. Our approach will deliver a meaningful, tailored, and quality State Hazard Mitigation Plan with implementable mitigation strategies that will lead to reduced losses and increased resiliency from hazards.

Wood takes great pride in the excellence of planning services we provide to state and local governments. We follow a proven approach for developing and updating state and local hazard mitigation plans that has been applied successfully for numerous states and jurisdictions across the nation. We have had more standard and enhanced state hazard mitigation plans approved by FEMA than any other consultant. We are confident in our ability to deliver for the State of Nebraska not only a quality plan, but a quality planning process.

By choosing the Wood Team, the State of Nebraska will receive a professionally facilitated planning process that will result in targeted mitigation strategies, the inclusion of the newest methods and technologies used in planning, and plan documents that will be user friendly and easy to implement and maintain moving forward.

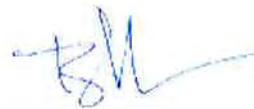
We have reviewed and understand all sections of the RFP. We look forward to helping the State of Nebraska with this important effort.

Sincerely,

**Wood Environment & Infrastructure Solutions, Inc.**



Alicia Williams, GISP, CFM  
Associate Project Manager



Brad Johnson, PE  
Kansas Operations Manager



January 27, 2019

State of Nebraska  
State Purchasing Bureau  
Annette Walton/Nancy Storant  
1526 K Street, Suite 130  
Lincoln, NE 68508

**Re: Request for Proposal No. 6202 Z1  
Proposal for Providing a FEMA Approved State Hazard Mitigation Plan**

Dear Ms. Walton and Ms. Storant:

Wood Environment & Infrastructure Solutions, Inc. (Wood) is pleased to submit this response to the request for proposal for a FEMA Approved State Hazard Mitigation Plan. Our approach will deliver a meaningful, tailored, and quality State Hazard Mitigation Plan with implementable mitigation strategies that will lead to reduced losses and increased resiliency from hazards.

Wood takes great pride in the excellence of planning services we provide to state and local governments. We follow a proven approach for developing and updating state and local hazard mitigation plans that has been applied successfully for numerous states and jurisdictions across the nation. We have had more standard and enhanced state hazard mitigation plans approved by FEMA than any other consultant. We are confident in our ability to deliver for the State of Nebraska not only a quality plan, but a quality planning process.

By choosing the Wood Team, the State of Nebraska will receive a professionally facilitated planning process that will result in targeted mitigation strategies, the inclusion of the newest methods and technologies used in planning, and plan documents that will be user friendly and easy to implement and maintain moving forward.

We have reviewed and understand all sections of the RFP. We look forward to helping the State of Nebraska with this important effort.

Sincerely,  
**Wood Environment & Infrastructure Solutions, Inc.**



Alicia Williams, GISP, CFM  
Associate Project Manager



Brad Johnson, PE  
Kansas Operations Manager



**Table of Contents**

1. Corporate Overview ..... 2

    1a. Bidder Identification and Inforamtion..... 2

    1b. Financial Statements ..... 3

    1c. Change of Ownership ..... 3

    1d. Office Location and Point of Contact..... 3

    1e. Relationships with the State..... 3

    1f. Employee Relations to the State ..... 3

    1g. Contract Performance..... 3

    1h. Summary of Corporate Experience ..... 4

    1i. Proposed Personnel/Management Approach .....10

    1j. Subcontractors .....11

2. Technical Approach.....12

    2a. Understanding Project Requirements.....12

    2b. Proposed Development Approach.....12

    2c. Technical Approach.....12

Appendix A -Bidder Proposal Point of Contact, Form A

Appendix B - Request for Proposal for Contractural Services Form

Appendix C – Hazard Mitigation Planning Services

Appendix D – Professional Resumes

Appendix E – Terms and Conditions





## 1. Corporate Overview

Wood Environment & Infrastructure Solutions, Inc. (Wood) is a supplier of high-value consultancy, planning, engineering and project management services to government and private clients, locally and globally. Our U.S.-based project teams consist of subject matter experts in hazard mitigation and emergency management, water resources services, GIS and floodplain mapping, loss estimation modeling using Hazus-MH, data collection and information management, environmental engineering, geotechnical services, and materials testing from consulting through engineering design, construction, and operation. Wood plc, our parent company, is one of the largest engineering and environmental services companies in the world and offers a unique combination of technical skills and project management experience. Our North American operations include a staff of more than 6,500 professionals operating from over 175 offices.

Wood has been providing hazard mitigation planning services for over fifteen years. Wood's Hazard Mitigation and Emergency Management team has helped communities across the country prepare for, respond to, recover from, and mitigate natural and man-made disasters. Our program is built on extensive expertise with the Federal Emergency Management Agency (FEMA), as well as state and local agencies. Our team includes former state and local emergency managers who understand the needs and requirements of government agencies, and our experience includes helping multiple states and more than 800 local governments with their planning and preparedness activities across the country.

---

*"The Plan is well organized and well written...[and] provides an ideal balance of detail and brevity."  
FEMA Region VIII comments on approving the South Dakota Enhanced State Hazard Mitigation Plan*

---

By choosing Wood, the State of Nebraska will not only receive a high-quality hazard mitigation plan, but also enjoy a professionally facilitated planning process that will lead to meaningful hazard mitigation strategies and continued momentum on plan implementation. This will enable the State to remain eligible for FEMA and other mitigation funds, reduce hazard losses, and protect the safety of the people and property in the State. We offer the added value of experience obtaining grant funding to help our clients implement their mitigation plans, thus our goal is to continue to be the State of Nebraska's long-term partner in hazard mitigation and build resiliency in local governments through regional mitigation planning.

### 1a. Bidder Identification and Information

#### Company name

Wood Environment & Infrastructure Solutions, Inc. (Wood)

#### Address of Headquarters

1105 Lakewood Parkway, Suite 300  
Alpharetta, GA 30009

#### Entity Organization

"C" Corporation

#### Organizational History

Wood Environment & Infrastructure Solutions, Inc. was incorporated in the state of Nevada on June 1, 1994 under the name of AGRA Earth & Environmental, Inc. On September 6, 2000, the above name was changed to AMEC Earth & Environmental, Inc. On November 1, 2011, the AMEC Earth & Environmental, Inc. name was changed to AMEC Environment & Infrastructure, Inc. On January 1, 2015, the AMEC Environment & Infrastructure, Inc. name was changed to Amec Foster Wheeler Environment & Infrastructure, Inc. On April 16, 2018, the Amec Foster

Wheeler Environment & Infrastructure, Inc. name was changed to Wood Environment & Infrastructure Solutions, Inc.

## 1b. Financial Statements

### Financial Statements

As a subsidiary of a publicly held company, Wood Environment & Infrastructure Solutions, Inc. is unable to provide audited financial statements. Instead, for a review of our financial strength, we refer you to the statements of our ultimate parent company, Wood plc, which are available at:

<https://www.woodplc.com/investors/annual-and-interim-reports>.

### Fiscal Representative

**Kendall H. Sherrill**  
**Director/CFO & Treasurer**  
1105 Lakewood Parkway  
Suite 300  
Alpharetta, GA 30009  
770-630-0501

### Litigations

Wood is a nationwide corporation and is therefore involved in claims and litigation of the type which are typical for a company of Wood's size. The outcome of any ongoing litigation is not anticipated to cause a conflict of interest or have an impact on Wood's ability to perform the proposed services.

## 1c. Change of Ownership

A change of ownership is NOT anticipated during the 2020 calendar year.

## 1d. Office Location and Point of Contact

**Alicia Williams, GISP, CFM**  
**Lead Project Manager**  
100 SE 9th Street, Suite 400  
Topeka, KS 66612  
785-272-6830

## 1e. Relationships with the State

Neither Wood, nor our subcontractor, have had any contracts with the State of Nebraska over the previous five years.

## 1f. Employee Relations to the State

None of the proposed project staff from Wood or our subcontract are or were an employee of the State within the past 60 months.

No employee of any agency of the State of Nebraska is employed by Wood or is a subcontractor to Wood, as of the due date for proposal submission.

## 1g. Contract Performance

Neither Wood nor our subcontractor has had a contract terminated for default during the past five (5) years.

## 1h. Summary of Corporate Experience

By choosing the Wood Team, the State of Nebraska will benefit from the planning experience, technical expertise, and local knowledge of one of the premier hazard mitigation planning consultants in FEMA Region VII and the nation. This translates to added value and ***experience you can trust***.

### Mitigation Planning Experience

Wood has more than 17 years of experience developing Disaster Mitigation Act of 2000 (DMA), Flood Mitigation Assistance (FMA), and Community Rating System (CRS) compliant hazard mitigation plans. Our hazard mitigation planning experience includes over 200 state and local hazard mitigation plans in 17 states within 7 FEMA regions, providing coverage for well over 2,200 jurisdictions. Most of these plans were approved as submitted, with minimal requests for changes from FEMA. We have also worked on more enhanced plans than any other consultant, including 3 enhanced plan update cycles for the State of Missouri.

Several of our clients are repeat customers who re-hire Wood to complete the required five-year update, and often refer us to their peers. FEMA staff know and respect the quality of Wood-facilitated hazard mitigation plans. The quality of our plans and planning process has enabled us to grow the quantity that we have developed over the years. While they follow a similar, proven process, all of our planning efforts are customized to meet local needs and conditions. The Wood Team has the ability to complete plans on strict, quick deadlines, and on-budget.

Communities choose Wood for our unequalled knowledge of hazards, in addition to our planning and grants expertise. Appendix C presents a list of our hazard mitigation planning experience in FEMA Region VII and approved State Plans. Additionally, due to our experience in mitigation planning, FEMA regularly solicits our input on their draft mitigation planning policies and program regulations. This provides Wood with first-hand knowledge and foresight for pending regulatory and policy changes and the criteria the communities will be held to in the near future. Wood has always followed an integrated planning process that meets multiple planning requirements, such as DMA, FMA, and the National Flood Insurance Program (NFIP) Community Rating System (CRS). This same process is now being recommended by FEMA in its latest planning guidance.

### Meeting Facilitation Experience

Over the course of our years of planning experience, we have facilitated hundreds of related planning meetings with planning committees and the public. From this experience we have honed facilitation techniques that maximize the available time of everyone involved and ensure that meetings are productive and interactive. Our clients appreciate the logical progression of meetings and outcomes that result in valuable plan input. We also have demonstrated experience facilitating regional and county planning meetings in Wyoming, Colorado, Montana and New Mexico and have a unique understanding working with rural communities. We understand that active participation of involved agencies is necessary and a key to successful planning efforts.

### Risk Assessment Technical Expertise

Wood conducts risk assessments as a part of state or local hazard mitigation plans and also as a standalone service for our clients. Our risk assessment efforts incorporate cutting edge GIS mapping and Hazus risk assessment tools developed by our highly trained and experienced GIS staff. Our experience working with GIS data for mitigation planning will enable us to jumpstart the mapping and risk assessment process and be efficient in the use of funding for this project.



Wood's experience with state and local risk assessments includes:

- Using of GIS-based risk assessments for flood, earthquake, and wildfire in California, Colorado, Louisiana, Missouri, Mississippi, Nevada, South Dakota, Kansas, Indiana, New Mexico, Tennessee, Virginia, Wisconsin, and Wyoming;
- Development of an enhanced statewide drought vulnerability assessment for the states of Colorado and South Dakota;
- Extensive experience with Level 1 and 2 Hazus analysis, FEMA's GIS-based loss-estimation tool for earthquake, hurricane and flood hazards;
- Incorporation of Risk MAP and digital FIRM mapping in local and state hazard mitigation planning to support enhanced loss estimations;
- Incorporation and enhancement of wildfire loss estimates from community wildfire protection plans;
- Creating accurate flood loss estimations by applying FEMA's NFIP depth-damage relationship curves, as used in FEMA's benefit cost software modules; and
- Conducting detailed inventories of community assets, including an inventory of natural, historic, and cultural resources and key critical and public facilities.

### Local Knowledge and Presence in FEMA Region VII

Wood has a successful work history with Nebraska, FEMA Region VII, and multiple local governments. On a statewide level similar to mitigation planning, Wood assisted the State of Nebraska with revising and updating their Energy Assurance Plan. This effort included conducting the planning process and risk and vulnerability assessment; and refining the energy supply and disruption tracking system. Wood facilitated the Energy Assurance Advisory Group in determining appropriate goals, objectives, and actions to assure Nebraska's energy resiliency.

A complete list of Wood's FEMA Region VII hazard mitigation experience and all completed State Plans/Updates is found in Appendix C. All of these hazard mitigation plans demonstrate our ability to coordinate work by a volunteer committee comprised of public and private sector representatives. Wood Team members have worked on state hazard mitigation plans in eight states, including Arkansas, Colorado, Missouri (Representative Project), Mississippi, North Dakota, South Dakota (Representative Project), Kansas, and Wyoming.

### Together, the Wood Team's combined strengths include:

- Detailed knowledge of FEMA (DMA, FMA, CRS) planning requirements. This leads to our keen understanding of the hazard mitigation planning process and the latest industry trends and requirements.
- Demonstrated hazard mitigation planning experience in 21 states, Region VII experience is presented in Appendix C.
- Emphasis on a strong planning process that includes high levels of public, community and stakeholder involvement and strong meeting facilitation.
- A strong cadre of technical expertise with an emphasis on natural hazards and issues such as those associated with floods, seismic/geologic hazards, watershed/stormwater planning, and CRS/Floodplain management.
- Extensive experience identifying hazards, risks and vulnerabilities, and prioritizing mitigation based on probability and severity of impact.
- Extensive experience developing, and portraying flood and multi-hazard risk assessment studies supported by Hazus (FEMA's loss estimation software) and GIS analyses.
- A project team who have successfully led the development of FEMA-approvable, and locally implementable, hazard mitigation plans in across FEMA Region VII and nationally.
- An effective and strong management structure that emphasizes quality assurance; individual and team

performance; task tracking; and management reporting; and

- More standard and enhanced state hazard mitigation plans approved by FEMA than any other consultant.
- Strong corporate credentials, references, and financial standing that demonstrate we will be a dependable and proven partner for this hazard mitigation planning process.

## Representative Previous Projects

### State of Missouri Enhanced Hazard Mitigation Plan Updates: 2007; 2010; and 2018

#### Statewide Missouri

Client: Missouri State Emergency Management Agency (SEMA)

POC: Heidi Carver; (573) 526-9116; heidi.carver@sema.dps.mo.gov

Contract: Prime Contractor

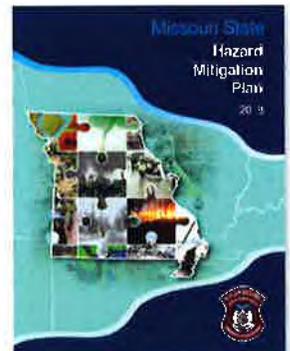
Time Period of Most Recent Project: November 2016 - July 2018

Completion Dates: Completed on schedule and within budget

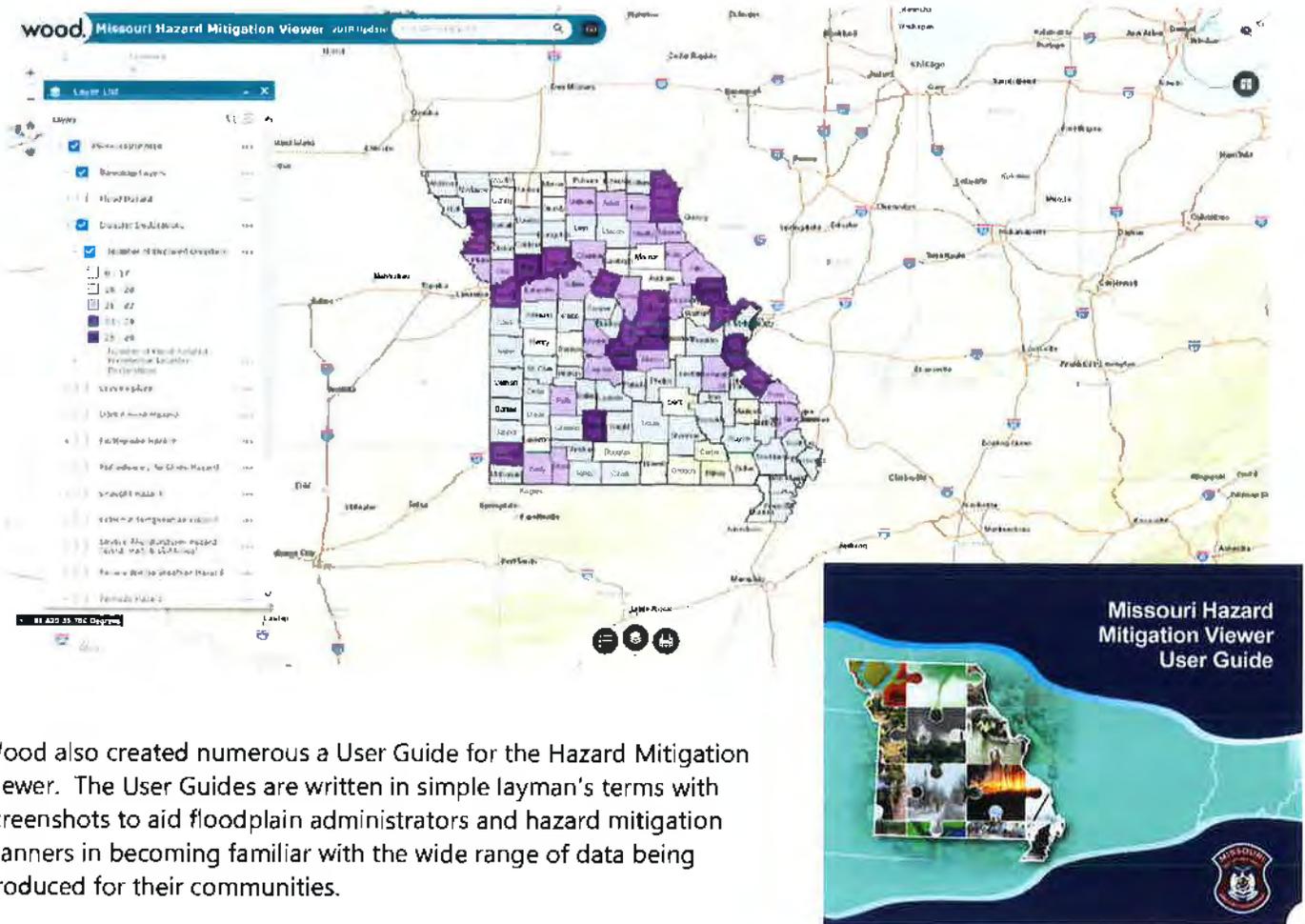
Budget: \$605,786

Wood has facilitated and prepared updates to the State of Missouri's Enhanced Hazard Mitigation Plan for three planning cycles 2007, 2010, and 2018. Tasks for the most recent 2018 State Plan Update included:

- Ensuring compliance with the DMA 2000 requirements as established by federal regulation and the March 2016 State Plan Review Guide for both the Standard and Enhanced Plan.
- Addressing requirements for the Emergency Management Accreditation Program (EMAP) certification
- Facilitating the entire planning process, including identifying representatives and reconvening the planning team for seven planning meetings.
- Documenting how the plan was prepared, the schedule or timeframe, specific milestones and activities, stakeholders that involved in the process, and how other agencies participated.
- Updating the Risk Assessment for all 22 hazards (11 natural and 11 man-made hazards), including:
  - Utilizing the existing Risk MAP data within Hazus, FEMA's loss estimation software. Depth grids have been created on all 78 counties that have a DFIRM database for the calculation of the loss estimation for those counties. Statewide an analysis was also performed to include the loss estimation for earthquake damages.
  - Incorporation of improvements to the State Risk Assessment Vulnerability Analyses as a result of availability of more current data and process improvements, including impacts and considerations for changing future conditions.
  - Integration of local level risk assessments that involved compiling, analyzing, and integrating the risk assessments, goals and objectives, proposed mitigation actions, and capabilities of the 113 counties plus the City of St. Louis with a FEMA-approved hazard mitigation plan.
  - Improving vulnerability analyses of state-owned/operated facilities based on the improved State Risk Assessment.
- Updating State Mitigation Capabilities to include current descriptions of existing state pre- and post-disaster hazard management policies, programs and abilities to mitigate hazards in the State.



- Updating the State Mitigation Strategy, including the Repetitive Flood Loss Strategy for repetitive loss and severe repetitive loss properties; in coordination with the USACE Silver Jackets Program, the State is currently in the process of developing a buyout strategy that includes a number of State and Federal agencies.
- Developing supplemental Enhanced Plan Elements in coordination with the State Risk Management Team to include:
  - Preparation of loss avoidance studies to demonstrate the effectiveness of two of the State's priority mitigation project types: Flood-prone Property Acquisition and Tornado Safe Room Construction.
  - Research and Development of a comprehensive multi-year plan to mitigate the risks posed to the existing buildings that have been identified as necessary for post disaster response and recovery operations.
  - A study of the Public Assistance Program's 406 Mitigation program to determine additional opportunities to utilize this Post-Disaster Recovery program more effectively in future disasters.
  - Development of an Application for Accessible Risk Assessment Data, the *Missouri Hazard Mitigation Viewer*. The purpose of this Application is to streamline access for local planners to the data obtained and/or created throughout the State Plan process. The site is available for access here: <http://bit.ly/MoHazardMitigationPlanViewer2018>
- Producing the draft and final plan documents
- Coordinating with the FEMA Region VII plan reviewers.



Wood also created numerous a User Guide for the Hazard Mitigation Viewer. The User Guides are written in simple layman's terms with screenshots to aid floodplain administrators and hazard mitigation planners in becoming familiar with the wide range of data being produced for their communities.

## South Dakota Enhanced State Hazard Mitigation Plan

### Statewide South Dakota

Client: South Dakota Office of Emergency Management

POC: Jim Poppin; 605-773-3231; jim.poppen@state.sd.us

Contract: Prime Contractor

Time Period of Most Recent Project: October 2017 – January 2020

Completion Dates: Completed on schedule and within budget

Budget: \$ 111,774

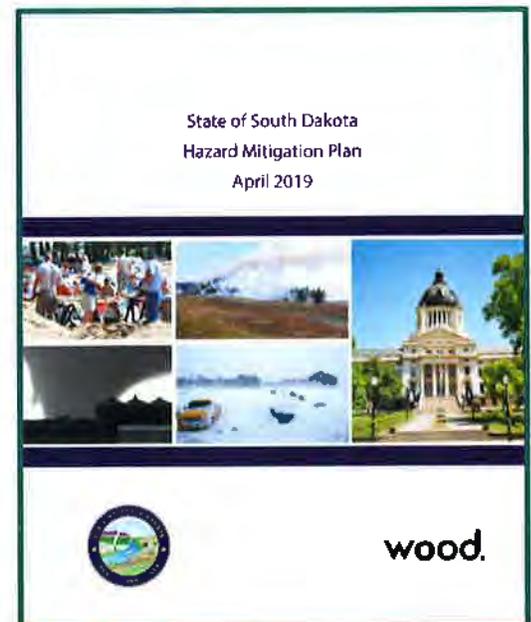
### State of South Dakota Hazard Mitigation Plan Update (Enhanced) 2018-2019

The South Dakota Office of Emergency Management hired Wood to update their State Hazard Mitigation Plan addressing both natural and technological hazards, while also pursuing approval as an Enhanced State Hazard Mitigation Plan. Mr. Brislawn was project manager for this update process; Mr. Field, Ms. Carr & Ms. Blanco Castano comprised the rest of the project team; no subcontractors were used. Wood helped organize the State's planning team using the existing U.S. Army Corps of Engineers Silver Jackets program as a foundation and included strong representation from the State's rural electric cooperatives. The recently completed state drought mitigation plan, also developed with assistance from Wood, was incorporated into the updated mitigation plan. Wood also developed a web-map based Loss Avoidance Analysis Tool (LAAT) to assess the effectiveness of mitigation projects against hazard events to better calculate and communicate return on investment and highlight success stories.

The update was completed in 15 months and approved by FEMA for enhanced Status with only minor edits. FEMA staff praised the plan as being "well organized and well written... [and providing] an ideal balance of detail and brevity."

*"Our leadership is very happy with this project and wanted to pass our THANK YOU for the Wood hard work in guiding us through the planning process."*

Jim Poppin  
State Hazard Mitigation Officer



## State of Nebraska Energy Assurance Plan Update, 2012

### Statewide Nebraska

Client: State of Nebraska Energy Office

POC: Doris Jansky; (402) 471-3538; [doris.jansky@nebraska.gov](mailto:doris.jansky@nebraska.gov)

Contract: Prime Contractor

Time Period of Project: April 2010 – July 2010

Completion Dates: Completed on schedule and within budget

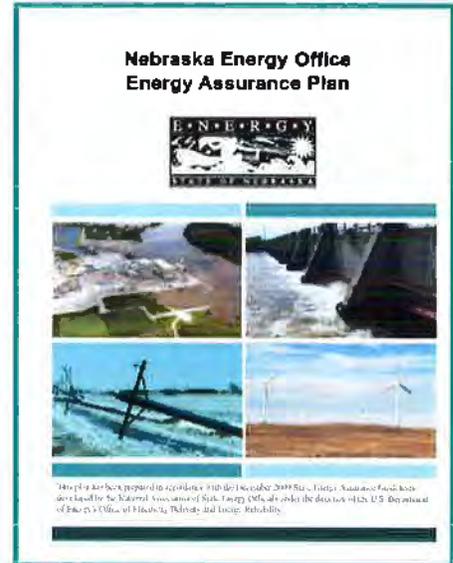
Budget: \$244,995

Wood assisted the State of Nebraska with revising and updating their Energy Assurance Plan. Wood conducted the planning process and risk and vulnerability assessment; and refined the energy supply and disruption tracking system. Wood facilitated the Energy Assurance Advisory Group in determining appropriate goals, objectives, and actions to assure Nebraska's energy resiliency.

Wood used the Guidelines for State Energy Assurance Plans from the National Association of Energy Officials along with a proven planning process used in hazard mitigation and emergency planning efforts. Wood designed a data collection guide specific to energy assurance planning that is being used to facilitate gathering the necessary information from state agencies and industry partners. Wood's power delivery engineering group performed an analysis of the potential and likelihood for electrical grid failure to guide recommendations to increase the resiliency of the grid.

Wood also assisted the state with an energy supply disruption tracking system. This system formally documented the tools, systems and methods to track pending or ongoing problems with various energy sectors. The project included the use of GIS to map critical infrastructure related to energy assurance using a combination of state and HSIP databases, based on a GIS data needs and gap analysis. Wood also evaluated existing online mapping and situational awareness tools, such as the Department of Homeland Security's iCAV system that could become a component of the tracking system. A significant part of the EAP effort was a training component designed to transfer knowledge of the plan to those that will need to rely on it in the future.

Wood also assisted with the quarterly reporting requirements of this ARRA-funded project. The final plan included updated and improved emergency coordination procedures, response elements, and resiliency strategies that will enable the State of Nebraska to effectively respond to and mitigate energy emergencies.



## 1i. Proposed Personnel/Management Approach

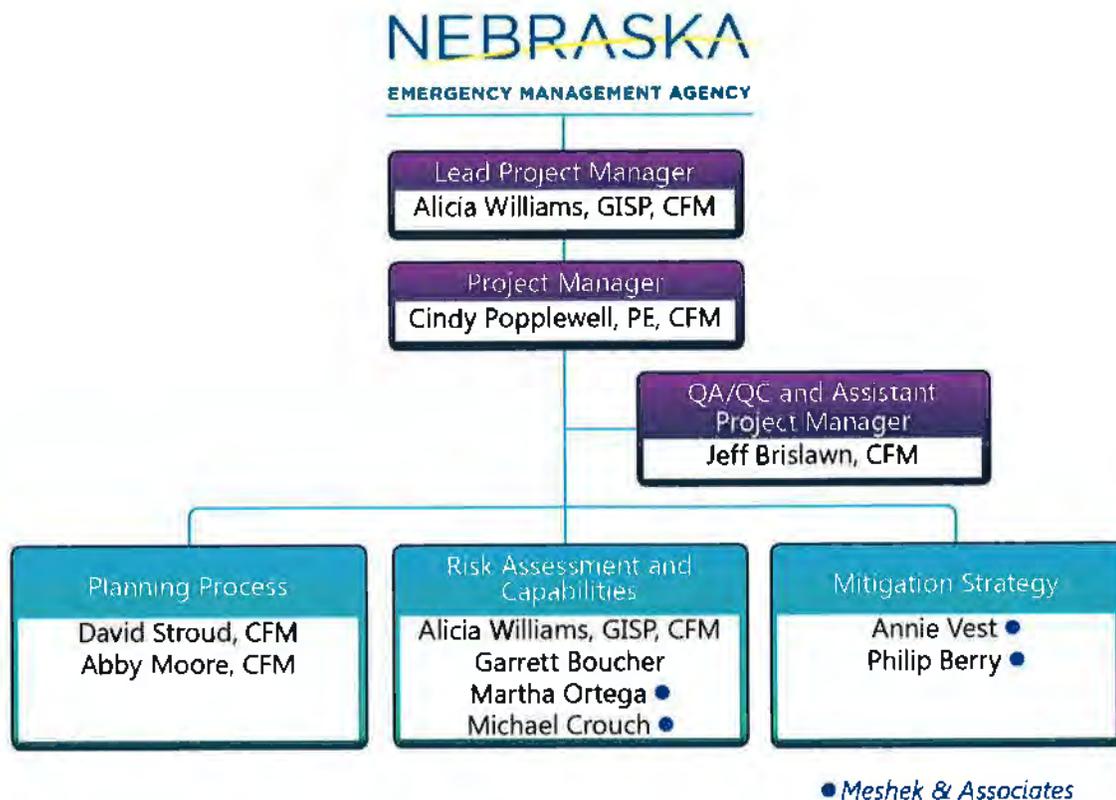
### Management Approach

The Wood Team’s most qualified and experienced hazard mitigation planning staff are available to begin work on this project. These core staff have been involved in the development of multiple state and local mitigation plans and plan updates that meet DMA, FMA, and CRS planning requirements and are knowledgeable of natural hazards and mitigation strategies in Nebraska and FEMA Region VII.

Wood, as the Prime contractor, will be responsible for overall project management and contract management. Wood will be responsible for overall project management and administration tasks throughout the lifespan of the project. This will include project communications and progress reports relative to the work, budget and schedule. Adherence to sound project management principals and quality assurance/quality control (QA/QC) will be a key focus throughout the execution of all tasks identified in this scope.

### Proposed Personnel

Staffing for the mitigation planning effort will include Wood staff supplemented by Meshek & Associates mitigation planners and GIS staff. The organization chart below presents our proposed personnel. Resumes of identified staff are presented in Appendix D.



## 1j. Subcontractors



Meshek & Associates was founded in 1988 with one goal in mind: to serve local communities. We are uniquely qualified to engineer, plan, and design municipal infrastructure projects to the highest standards. Our team cares about each detail of every project — this is more than a job. We are devoted to delivering on the vision of each community, developing solutions that safeguard today and build a stronger tomorrow.

Meshek has enjoyed strong partnerships with Oklahoma municipalities and state agencies since our inception three decades ago. Our firm has completed more than 1,100 projects, most of which are right here in our home state. Our experience and local presence has allowed us to develop the expertise, local relationships, and market knowledge to ensure the successful, timely completion of any of the proposed projects. We are eager to leverage these resources help strengthen the infrastructure of your growing community.

Meshek is a Tulsa-based engineering consulting firm with a diverse staff of over 45 professionals including professional engineers, licensed surveyors, certified floodplain managers, planners, GIS professionals, HMGP grant administrators, and land acquisition experts. The Meshek team provides unrivaled experience and expertise in FEMA grant application, grant management, property acquisition, hazard mitigation planning, hazard identification, risk analysis project management, modeling, mapping, surveying, public meetings, stakeholder coordination, cost estimating, and engineering design. Our team is excited for the opportunity to assist the State of Nebraska in this capacity.

We are known statewide for our GIS capabilities in risk identification and mitigation, CRS, drainage complaint and problem area mapping, floodplain mapping, and flood mitigation project BCAs. Whether it is utility mapping, data analysis, or the development of specialized applications for web-viewers and mobile devices, our GIS professionals are dedicated to the preparation of custom-designed mapping. We have developed GIS applications and data analysis for many communities throughout Oklahoma.

We are a certified HUB-Zone Disadvantaged Business Enterprise (DBE),

### Proposed Project Participation

#### Meshek & Associates, LLC

1437 S. Boulder Ave., No. 1550  
Tulsa, OK 74119

Task	Description of Proposed Effort	Percentage of Performance Hours
1. Planning Process	<ul style="list-style-type: none"> <li>Attend Planning Team Meetings</li> </ul>	10%
2. Risk Assessment	<ul style="list-style-type: none"> <li>Conduct Statistical Risk Assessments for Severe Weather Hazards</li> <li>Assist with data collection and compilation of state agency capabilities</li> </ul>	25%
3. Mitigation Strategy	<ul style="list-style-type: none"> <li>Lead update and development of mitigation strategies</li> </ul>	75%
4. Other Services	<ul style="list-style-type: none"> <li>Coordinate Rollup of Local Plans/Hazards</li> </ul>	10%
<b>Total Percentage of Performance Hours</b>		<b>28%</b>

## 2. Technical Approach

### 2a. Understanding Project Requirements

The Wood Team proposes to provide planning services to the State of Nebraska Emergency Management Agency (NEMA) for a FEMA-Approved Standard State Multi-Hazard Mitigation Plan Update. The 2014 and 2019 Standard State Multi-Hazard Mitigation Plans will be used as a base from which work will begin. The planning will take place over a period of six (6) months. Ultimately, the purpose of the plan is to develop and drive forward with strategic mitigation actions which will minimize the impact of hazards in Nebraska.

### 2b. Proposed Development Approach

The Wood Team will do the majority of the work in coordination with NEMA. This will include all aspects of the planning process including facilitating planning meetings, collecting required information from planning committees, documenting all meetings/advertisements/public feedback, and facilitating the work of Planning Teams to review, update and improve the existing plan and proposed revisions. This will include:

- Risk and capability assessments;
- Update and development of a multi-hazard mitigation strategy;
- Identifying new mitigation actions for Planning Team consideration of inclusion in the plan; and
- Compiling a finished document which complies with FEMA planning requirements under 44 CFR.

The Wood Team will also be responsible for delivering the plan to FEMA for review and approval. Deliverables will include the DMA-compliant plan document and planning process documentation necessary to comply with federal mitigation planning regulations. NEMA be the fiscal agent and provide oversight responsibility.

Upon award of the contract, the Wood Team will meet with NEMA to discuss the project scope and schedule, discuss reconvening the State Hazard Mitigation Planning Team (SHMPT), gather initial data and documents, and plan the project kickoff meeting. To ensure participation of state agencies in the Nebraska Hazard Mitigation Planning Team Meetings for the update process, the Wood Team will:

- Develop "Save-the Date" e-mails to provide advance notice of scheduled meeting dates, and
- Provide language to be utilized in an invite letter to be signed by the Governor or other high-level State official as determined by the State to emphasize the importance of the State Hazard Mitigation Plan and prompt participation by all appropriate State agencies.

### 2c. Technical Approach

#### Task 1 - Organize the Planning Process and Resources

The Wood Team will work with NEMA to refine the outreach and engagement strategy for involving key stakeholders in the plan update. The Wood Team will work with NEMA at the beginning of the process to identify key information that is important to share, as well as, the best methods to disseminate information and communicate with the State Hazard Mitigation Planning Team (SHMPT), other stakeholders, and the public.

**SHMPT and Agency Coordination:** The Wood Team will work with NEMA to identify the State Hazard Mitigation Planning Team (SHMPT) and other key stakeholders to involve in the hazard mitigation plan update. The NEMA Recovery and Planning Staff and members of the Governor's Task Force (GTF) for Disaster Recovery utilized in the 2019



plan will provide the basis for the SHMPT.

### **2019 Participating NEMA and GTF Agencies**

- NEMA Planning Section
- NEMA Recovery Section
- Department of Administrative Services (NDAS)
- Department of Agriculture (NDA)
- Department of Economic Development (NDED)
- Department of Environmental Quality (NDEQ)
- Department of Health and Human Services (DHHS)
- Department of Natural Resources (NeDNR)
- Department of Transportation (NDOT)
- Game and Parks Commission (NeG&P)
- Nebraska Forest Service (NFS)
- State Historical Preservation Officer (SHPO)
- USACE
- USDA

Stakeholders may include representatives from federal or State agencies and programs, county and municipal emergency managers, tribal representatives, local floodplain managers, utility providers, flood control and other special district representatives, as well as other representatives of business, academia, and nonprofit organizations. Some representatives may be invited to participate on the SHMPT; others may be incorporated through completion of a Data Collection Guide or Questionnaire, telephone interviews, presentation at existing meetings, or other targeted outreach effort. FEMA Region VII will be invited to actively participate in the planning process.

The update will describe how all identified key agencies were involved in the planning process and how coordination may have changed since the approval of the previous plan. The update to the planning process section of the plan will contain a detailed description of the planning steps and a detailed description of each agency's role in the drafting, reviewing, and updating of the plan.

**Program Integration:** The update will document the effectiveness of the State's efforts to integrate mitigation into other State planning efforts since the previously approved plan as well as any unforeseen obstacles that may have emerged since the previous update with respect to integration of state planning efforts. New State planning integration efforts developed since the previous plan update or identified during the plan update process will be discussed. At a minimum this will include the development of the Threat Hazard Identification and Risk Assessment (THIRA), the State Preparedness Report (SPR), the State Emergency Operations Plan, The State Recovery Plan, and others.

**Meetings and Workshops:** The Wood Team will design and facilitate up to four key planning meetings/workshops, including the kickoff meeting, in conjunction with NEMA. The Wood Team will provide NEMA with sample invitation letters for meetings and will prepare agendas and other materials such as PowerPoint presentations and handouts. All meetings/workshops held during the plan update will be described in the planning process section of the plan and include meeting summaries and copies of dated sign-in sheets. Per FEMA's current guidance documentation does not need to be included in an appendix but should be kept on file at NEMA. We also will schedule a monthly call between the Wood Team and NEMA to ensure regular communication regarding planning for upcoming meetings and milestones; these meetings may need to be more frequent (bi-weekly) early in the process as the project ramps up.

**SHMPT Meeting #1 Kickoff:** The Wood Team will facilitate the project kickoff meeting where we will present information on planning regulations, participation requirements, and project scope and schedule. The Wood Team will also distribute a Data Collection Guide that has been developed by Wood to facilitate gathering information from the SHMPT members. In our state plan update experience, we have learned how critical the appropriate process and timeframe are to comprehensively and effectively update the mitigation actions. Wood's Data Collection Guide is designed to collect information on other state planning efforts and mitigation-related programs as well as the status of each action from the lead agency responsible for its implementation. The Guide also has worksheets designed to collect recommendations for revisions and deletions as well as ideas

for new actions. This helps to have the appropriate background information needed to develop and prioritize updated actions for the plan at subsequent meetings of the SHMPT. This process also helps to engage the SHMPT from the very beginning of the planning process by focusing on actions. The Wood Team will also revisit the hazards identified in the plan with the SHMPT. A facilitated discussion will occur to gain concurrence on the list of hazards that will be profiled and analyzed with the plan update.

## Task 2A - Risk Assessment

This task will consist of updating the State risk assessment for all hazards that impact the State. The list of 11 hazards currently addressed in the plan will be revisited. This includes:

- Animal Disease
- Plant Disease and Pests
- Dam Failure
- Drought
- Flood/Flash Flood
- Levee Failure
- Severe Winter Storm
- Severe Thunderstorm
- Terrorism
- Tornado
- Wildfire



If there are any changes to the list or hazard priorities these will be noted in the updated Plan. Once the hazards are confirmed and re-prioritized, Wood will update and/or create profiles for these hazards. Hazard profiles include information on the probability of future occurrences, expected magnitude, severity, and primary and secondary impacts to determine relative levels of risk throughout the state. Wood will utilize the HIRAs in current local mitigation plans as well as the existing State Hazard Mitigation Plan to gather historical data necessary for profiling and incorporate additional data on events that have occurred since the approval of the 2014 and 2019 plans. Past hazard event and associated damage and losses will be incorporated into the update based on the availability of information. NOAA databases will be leveraged for updates to weather-related incidents.

The location/distribution of hazards, as appropriate, will be displayed with updated maps using Geographic Information Systems (GIS) technology as data permits. The Wood Team will map the potential areas that could be affected by the hazards identified utilizing data currently available including new data generated by events since the current plan was published, data generated from Hazus, other federal agencies (e.g., NWS/NHC; USGS; USFS, USACE National Levee database), state agencies and local mitigation plans, as appropriate. For those hazards with geographic extents, the Wood team will create a series of hazard overlay maps in GIS.

Some hazards do not have a geographic extent (i.e. drought) and the risk to the entire area might be the same. Hazards not conducive to spatial analysis and mapping will be profiled in narrative and tabular format. Any hazards where data or information is not currently available will be documented and the updated plan will identify efforts in the mitigation strategies section as to how such deficiencies will be rectified.

The Wood Team will ensure that all data sources are accurately documented for incorporation in the updated state hazard mitigation plan.

## Changing Future Conditions

In discussing the probability of future hazard events, we will include consideration of FEMA's Climate Change Adaptation Policy (2011-OPPA-01) which directs FEMA programs and policies to integrate considerations of climate change adaptation. The mitigation planning regulation (44 CFR Part 201) and updated FEMA guidance

requires consideration of the probability of future hazard events as part of the risk assessment in order to reduce risks and potential damage. Furthermore, FEMA's recent State Plan Review Guide emphasizes the need to discuss how future risk and vulnerability may be affected by changing climatic conditions. Per the 2015 State Plan Review Guide, probability must include considerations of changing future conditions, including the effects of long-term changes in weather patterns and climate on the identified hazards. Past occurrences are important to a factual basis of hazard risk; however, the challenges posed by climate change, such as more intense storms, frequent heavy precipitation, heat waves, drought, and extreme flooding could significantly alter the types and magnitudes of hazards impacting states in the future. Changes in the likelihood of future hazard events may include changes in location, increases or decreases to the impacts, and/or extent of known natural hazards, such as floods or droughts. Changes in temperature, intensity, hazard distribution, and/or frequency of weather events may increase the probability and vulnerability to these hazards in the future. We will ensure the probability of future hazard events includes considerations of changing future conditions based on best available science such as the 2018 National Climate Assessment. We have demonstrated expertise with incorporation of climate change considerations in state and local hazard mitigation plans.

### **State Owned or Operated Facilities Update and Vulnerability Assessment**

Accurately identifying the State's critical facilities is an important aspect of the vulnerability assessment. Accurately compiling and documenting these critical facilities will involve close coordination across many state agencies and NebraskaMAP. In addition, we have experience using a variety of federal (including the Homeland Security Infrastructure Program (HSIP) Gold database), state and local data sources to build comprehensive state-level critical facility inventories. By working across the State, our team will ultimately deliver a geospatial dataset that provides accurate locations for all identified critical facilities, including as much background attribution for this infrastructure as is available. While the spatial locations of these facilities are vital to an accurate risk and vulnerability assessment, this background attribution is even more beneficial as it would allow for additional analysis, which can provide hard numbers on estimated damages and losses. Often, it is these types of numbers that can catch the eye of decision makers and the general public, helping to develop traction in identifying and implementing the Plan's mitigation actions.

### **Assessing Vulnerability by Jurisdiction**

The Wood Team uses sophisticated loss estimation techniques including GIS mapping and analysis. This evaluation will allow comparisons of potential losses for specific hazards and locations, which will later assist in prioritizing projects for funding and implementation. All assumptions and methodologies used by the Wood Team to generate the risk assessment and the plan's mitigation strategies and projects will be documented in the plan. The methodology utilized for each hazard will be specific to those hazards, as there is not a single tool available that can provide the most accurate damage assessments across all hazards.

Our team is a national leader in the use of FEMA's Hazus tool. Hazus estimates potential losses from earthquakes, hurricane, tsunami and floods. This geospatial software utilizes the industry leading ArcGIS software to map and display hazard data and the results of damage and economic loss estimates for buildings and infrastructure. As with any analysis, the use of the best available, localized data will result in a much-improved vulnerability assessment and damage estimate.

Potential loss estimates analyzed in Hazus include:

- Physical Damage: to residential and commercial buildings, schools, critical facilities, and infrastructure;
- Economic Loss: including lost jobs, business interruptions, repair, and reconstruction costs; and
- Social Impacts: including estimates of shelter requirements, displaced households, and population exposed to scenario floods, earthquakes and hurricanes.

It will important to re-assess the flood hazard and we propose the use of the National Flood Hazard Layer which

incorporates the latest Flood Insurance Rate Map updates. We will prepare an overlay-analysis utilizing the statewide parcel data. Results can be summarized by County, which will also help inform the regional plan updates.

For hazards where Hazus cannot be used, other proven statistical methods for conducting loss estimates will be utilized to update the plan for hazards such as winter storms, tornadoes, and wind. These results will be aggregated to the county level for statewide comparisons of how risk varies across the counties and regions. Our deep knowledge of available data will ensure the most accurate assessments are performed.

FEMA places specific attention on the vulnerability of NFIP repetitive loss and severe repetitive loss properties. The Wood team is accustomed to utilizing these data sets as part of the vulnerability assessment and has found the resulting information to be beneficial when formulating local Mitigation Strategies.

In addition to providing detailed, quantitative vulnerability analysis, our team will also assess the impacts that social vulnerability may have on various at-risk populations. We understand that local vulnerability to disasters depends on more than the relationship between buildings and their exposure to hazards. Social and economic factors – such as average age, income, or disability status – directly affect a community's ability to prepare for, respond to, and recover from hazards and disasters. Social vulnerability to hazards can be mapped using demographic data and GIS, and our process provides a valuable tool for identifying areas where people may have a harder time preparing for, responding to, and/or recovering from disasters.

Wood will recommend new ways to portray and analyze data using GIS, and update vulnerability based on the spatial intersect of available hazard layers. Efforts will be made to update the vulnerability to all hazards, based on available hazard data.

Our team will provide all resulting databases and GIS data sets in an organized manner that can be broken down and filterable by county. This data can then be leveraged in the regional hazard mitigation plan updates.

**SHMPT Meeting #2 HIRA and Goals:** This focus of this meeting will be to present the highlights of the updated risk assessment as the basis for the subsequent update of the mitigation strategy. We will also revisit the mitigation goals and facilitate a discussion with the SHMPT to determine if revisions are necessary to reflect current mitigation priorities in Nebraska.

## Task 2B: Updating the Capability Assessment

**State Capability Assessment:** To update the State Capability Assessment, the Wood Team will analyze how hazard mitigation capabilities have changed since the previous plan update by collecting information from the SHMT. The State's policies related to development in hazard prone areas will also be evaluated. This process will help to identify and incorporate special circumstances, such as historic, cultural, and natural resources, and other state and local policies that create conflicts with mitigation goals and objectives.

As described above, we will review and update the funding capability for each hazard mitigation project proposed in the previously approved state plan as part of the mitigation strategy update. Additional areas that will be assessed during the Capability Assessment include but are not limited to:

- State capabilities and programs to map identified hazard areas;
- State funding sources for implementation of mitigation actions and programs;
- State technical assistance available to local jurisdictions to implement mitigation programs; and
- State laws, regulations, policies, and programs related to development in hazard-prone areas;



**Integration with FEMA Mitigation Programs and Initiatives:** The Wood Team's approach will demonstrate integration with FEMA mitigation programs by updating the description of past, current and potential federal mitigation funding sources. FEMA programs will include FEMA's Hazard Mitigation Assistance (HMA) including the Pre-Disaster Mitigation (PDM) program, Flood Mitigation Assistance Program (FMA), Hazard Mitigation Grant Program (HMGP), Community Assistance Program (CAP), Community Rating System (CRS), Dam Safety Program, RiskMAP, past use of Hazus for statewide flood and earthquake vulnerability assessment, and the National Flood Insurance Program (NFIP). Statewide local funding programs will be identified where applicable. The Wood Team will include a section on how the plans were successful or not successful and what lessons were learned for future application of FEMA mitigation programs. It will be important to outline the state's approach and timeline for integrating and improving these programs further.

**Local Capability Assessment:** The Wood Team will update the information in the previous plan on local mitigation capabilities and analyze the effectiveness of current local mitigation policies, programs, and capabilities. This task will include describing the effectiveness of local policies, programs, and capabilities, including challenges to implementing local mitigation policies, programs, and capabilities and opportunities for implementing mitigation actions through local capabilities.

**Funding Sources:** Each mitigation action will include information on potential funding sources. The Wood Team will review and update the current and potential sources of local, state, federal, and private funding to implement the mitigation activities. Sources of mitigation funding used since approval of the previous plan to implement activities in the mitigation strategy will also be identified. In addition, any changes to sources of funding to implement mitigation activities will be described.

### Task 3 - Assist in Development of a Mitigation Strategy

The Wood Team will work with NEMA and the SHMPT to update the State mitigation strategy based upon the following information gathered in the planning process:

- Updated statewide risk assessment, which includes changes in hazards profiled, growth and development, recent disasters, and enhanced vulnerability assessments;
- Assessment of changes and challenges in state and local capabilities since the last update;
- Analysis of the similarities and differences of the state mitigation plan goals with local mitigation plan goals;
- Analysis of local mitigation actions; and
- Analysis of implementation progress of state mitigation actions since the last plan update.

**Goals:** The Wood Team will facilitate a process at meeting #2 with the SHMPT to review and update the goals and objectives of the previously approved plan. This will be based upon the risk and capability assessments, as well as the analysis of goals and objectives identified in the local hazard mitigation plans. This analysis may suggest that new goals be added to the plan or in some cases replace current goals.

According to FEMA guidance, state plan updates should review local mitigation plans to ensure that state goals and objectives are supportive of local strategies and coordinated so that resulting hazard mitigation actions result in similar ends. The plan update will highlight updated objectives incorporated from local plans. We will use our proven method to analyze the goals and objectives of FEMA-approved local/regional hazard mitigation plans in Wyoming to assess their consistency with state goals and objectives. This analysis will inform the update of State mitigation goals, objectives, and actions.

**Mitigation Actions:** The Wood Team will facilitate a process at the third meeting of the SHMPT to update



mitigation actions. These actions are specific activities that provide detail on how the State will accomplish the goals and objectives identified in the plan.

A worksheet will be distributed at the kickoff meeting designed to collect information from each agency on the actions identified in the last plan update for which they are responsible for implementing. The agencies will provide information on whether these actions were completed, deferred, or are ongoing, and whether they should be deleted from the plan or revised. For deferred or deleted actions, an explanation will be needed.

The Wood Team will use this information to facilitate a process with the SHMPT to revise existing actions and identify a comprehensive range of new potential mitigation actions to reduce the effects of priority hazards and to meet the approved goals and objectives. Actions that have been completed or are proposed to mitigate repetitive loss and severe repetitive loss properties will be specifically identified. The Wood Team will also assist the SHMPT in approving a set of criteria for prioritizing potential projects and to confirm that they are reasonable and achievable and reflect the priorities of the Team. The criteria may be based on the STAPLEE approach promoted by FEMA as a framework for analyzing the social (S), technical (T), administrative (A), political (P), legal (L), economic (E), and environmental (E) feasibility of proposed mitigation actions, or the SHMPT may choose to develop an approach tailored specifically to the State.

The Wood Team will work with the SHMPT and other interested stakeholders to develop an implementation strategy for each newly identified mitigation action. Each mitigation action will have a section in the plan document that includes information on the following: action description/background information (justification for action), hazard addressed, goal(s) achieved, responsible departments, partners, priority, benefits, cost estimate, and schedule.

Linking local mitigation actions to the State's mitigation strategy is integral to building a more effective mitigation program over time. The Wood Team will describe the linkage of local actions to the State plan.

**SHMPT Meeting #3 Mitigation Strategy:** The Wood Team will facilitate the third meeting where we will facilitate the review and update of the plan's mitigation strategy. This will include the identification and development of new actions for the plan.

#### Task 4 - Finalize the State Plan and Plan Maintenance

**Monitoring, Evaluating, and Updating:** The Wood Team will work with NEMA and the SHMPT at the fourth and final meeting to review and evaluate the effectiveness of the plan maintenance process established in the previous update and revise these procedures as needed. The Wood Team will also assist NEMA in assessing and improving the current system for monitoring and tracking implementation of mitigation actions.

By developing a mitigation strategy that links specific actions to goals and objectives, the State is able to measure its progress toward achieving its goals and objectives through documenting completed actions. The plan implementation section will further identify ways to incorporate mitigation strategies into existing planning practices, policies, and programs in an effort to institutionalize hazard mitigation in Nebraska's state program.

The plan maintenance process will also clearly indicate the method and schedule to be used over the next five years to monitor, evaluate, and update the plan, including timelines and responsibilities.

**Progress of Activities:** The updated plan will describe any modifications to the State's system to track the initiation, status, and completion of mitigation activities. For the completed State mitigation actions, the Wood Team will consult with project partners to determine if the mitigation actions were completed as planned. The Wood Team will work with NEMA to identify who will be responsible for continued management and maintenance of the state's system to track mitigation activities, including timeframe for carrying out future reviews.



**Draft Plan and Final Submittal:** Using state and federal guidance to confirm that all requirements are met, the Wood Team will compile information collected in previous steps to prepare a complete first administrative draft of the plan. Once complete, the first administrative draft will be provided to NEMA and the SHMPT for review and comment. The Wood Team will make all required changes and work with the NEMA to address and reconcile any issues identified within the plan. After all appropriate changes are made, the Wood Team will provide a second draft to NEMA for submittal to FEMA. In addition, the Wood Team will complete and provide the FEMA-developed State Mitigation Plan Review Tool at this time. The Wood Team will make any required changes based upon FEMA Region VII's review comments and will print the final document for adoption.

**SHMPT Meeting #4 Review of Draft Document:** The Wood Team will facilitate the fourth and final meeting where we will facilitate a review of the draft document for review and comment by the SHMPT.

#### Final deliverables:

**Plan Document Format:** The final updated plan will be delivered to the State in a Word document conformable to the version of Word the State is using at the time of delivery. The Wood Team will develop a PDF with dynamic hyperlinks throughout the plan document to enable ease of access and navigation within the plan document itself, as well as access to researched sources and background documentation.

The final plan deliverable will include:

- An electronic copy of the final plan in Word format.
- An electronic copy of the plan in a PDF format.

#### Task 5 – Additional/Optional Sub-Tasks

**Document Stakeholder Participation - Documentation of the Planning Process:** The DMA requires thorough documentation of the planning process. The Wood Team will prepare a plan update which meets all requirements outlined in FEMA guidance, including how the SHMPT was reconvened; the roles of agencies, stakeholders, or participants in the plan; how each section of the plan was reviewed, analyzed and updated; and how the plan update was prepared. The update will clearly indicate all current plan revisions and the process the team undertook to determine necessary updates. The Wood Team will develop a meeting summary to distribute to the SHMPT.



#### Review Local Hazards

The Wood Team will add a section describing how local plans were "rolled up" or linked to the State Plan, including a description of the challenges in this plan integration. Our risk assessment process will provide potential value to the update of local plan. Additional, simplified access to mitigation planning resources and reference materials would also foster greater consistency among local plans.

#### Incorporate Other Plans/Studies

The Wood Team will also utilize a Data Collection Guide to gather pertinent examples of mitigation activities that are being accomplished by other ongoing State planning efforts as well as other FEMA mitigation programs and initiatives. Integration of other mitigation program data will also include any new technical studies or reports. Programs, plans, and studies that will be discussed include, but are not limited to:

- Mitigation projects with Hazard Mitigation Grant Program funds, Community Development Block Grant funds, Hazard Mitigation Assistance funds etc.;
- Other Hazard Mitigation Assistance Programs;

- Community Wildfire Protection Programs;
- Floodplain Mapping and Management Programs;
- The State Emergency Operations Plan with its comprehensive approach to emergency management;
- Community Rating System Programs
- Efforts of national, state, and local disaster volunteer groups,
- Local Hazard Mitigation Planning; and
- Emergency Management Accreditation Program (EMAP).

#### Include Relevant Information from Recent Disaster Events

Wood will utilize the HIRAs in current regional mitigation plans as well as the existing State Hazard Mitigation Plan to gather historical data necessary for profiling and incorporate additional data on events that have occurred since the approval of the 2014 and 2019 plans. Past hazard event and associated damage and losses will be incorporated into the update based on the availability of information. NOAA databases will be leveraged for updates to weather-related incidents.

#### Identify Project Milestones

The schedule and anticipated timeframe for the individual project tasks are listed in the chart on the next page, along with milestones. The schedule demonstrates how the state update will be completed and submitted to FEMA in such a way as to maintain current, FEMA-approved mitigation plan planning status with no gap between the expiration of the previously approved plan and the update.

#### Provide Technical Assistance for Federal or State Laws, Policies, and Regulations

Wood senior project management and senior planners will assist the State of Nebraska with any questions or concerns regarding federal or state laws, policies, and regulations. As previously noted, FEMA regularly solicits Wood's input on their draft mitigation planning policies and program regulations. This provides Wood with first-hand knowledge and foresight for pending regulatory and policy changes and the criteria the communities will be held to in the near future.

#### Provide Technical Assistance to Facilitate with External Stakeholders

Wood senior project management and senior planners will assist the State of Nebraska with coordination with external stakeholders. As previously noted, Over the course of our years of planning experience, we have facilitated hundreds of related planning meetings with planning committees and the public. From this experience we have honed facilitation techniques that maximize the available time of everyone involved and ensure that meetings are productive and interactive.

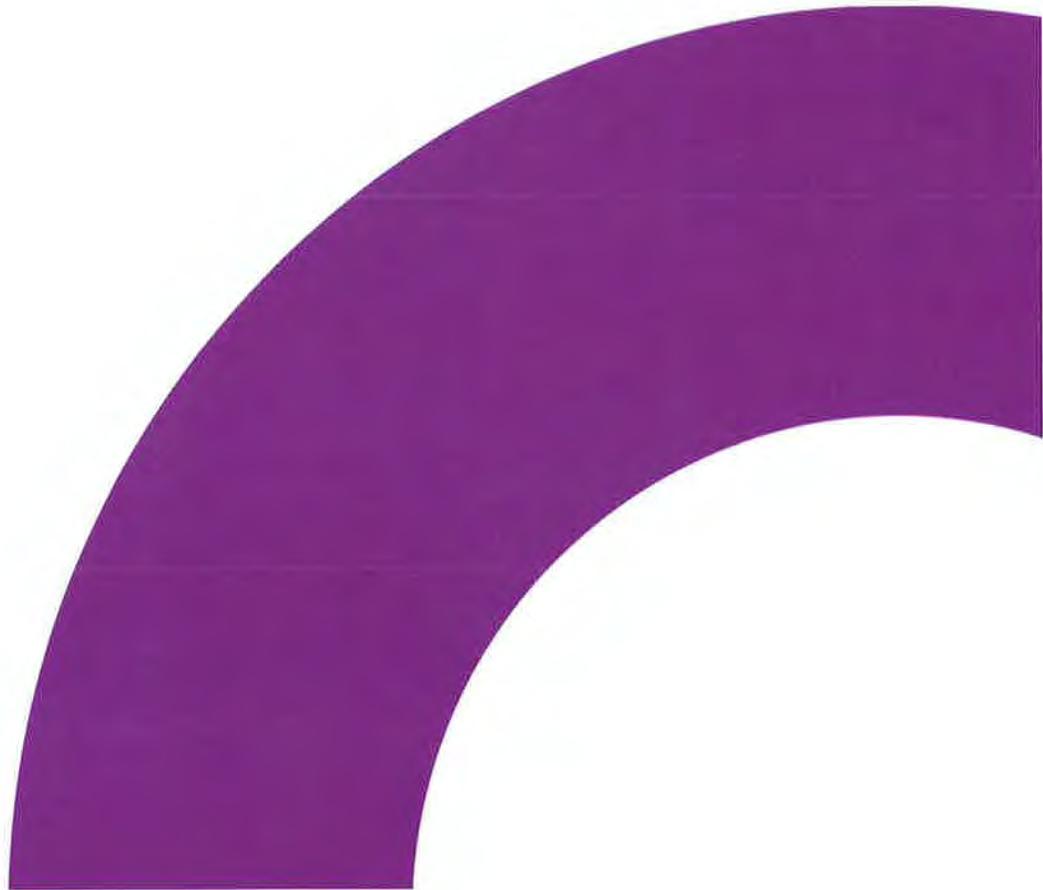
**Proposed Schedule for State Mitigation Plan Update**

Schedule of Tasks, Meetings and Deliverables	2020						
	Mar	Apr	May	Jun	July	Aug	Sep
Task 1: Organize the Planning Process and Resources							
Monthly coordination calls							
SHMPT Meeting #1 – Project Kickoff							
Task 2: Risk Assessment and Capabilities							
SHMPT Meeting #2							
Task 3: Assist in Development of a Mitigation Strategy							
SHMPT Meeting #3							
Task 4: Finalize the State Plan and Plan Maintenance							
SHMPT Meeting #4							
SHMPT Draft Review							
FEMA Draft Review							
Final Plan							



---

**APPENDIX A – BIDDER PROPOSAL POINT OF CONTACT, FORM A**





**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:	Wood Environment & Infrastructure Solutions, Inc.
Bidder Address:	3800 Ezell Road, Suite 100 Nashville, TN 37211
Contact Person & Title:	Cindy Popplewell, Project Manager
E-mail Address:	<a href="mailto:cindy.popplewell@woodplc.com">cindy.popplewell@woodplc.com</a>
Telephone Number (Office):	615-333-0630
Telephone Number (Cellular):	303-704-8939
Fax Number:	615-781-0655

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:	Wood Environment & Infrastructure Solutions, Inc.
Bidder Address:	3800 Ezell Road, Suite 100 Nashville, TN 37211
Contact Person & Title:	Cindy Popplewell, Project Manager
E-mail Address:	<a href="mailto:cindy.popplewell@woodplc.com">cindy.popplewell@woodplc.com</a>
Telephone Number (Office):	615-333-0630
Telephone Number (Cellular):	303-704-8939
Fax Number:	615-781-0655



**APPENDIX B – REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM**

---





## REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

### CONTRACTOR MUST COMPLETE THE FOLLOWING

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

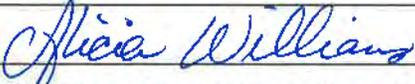
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

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

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

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

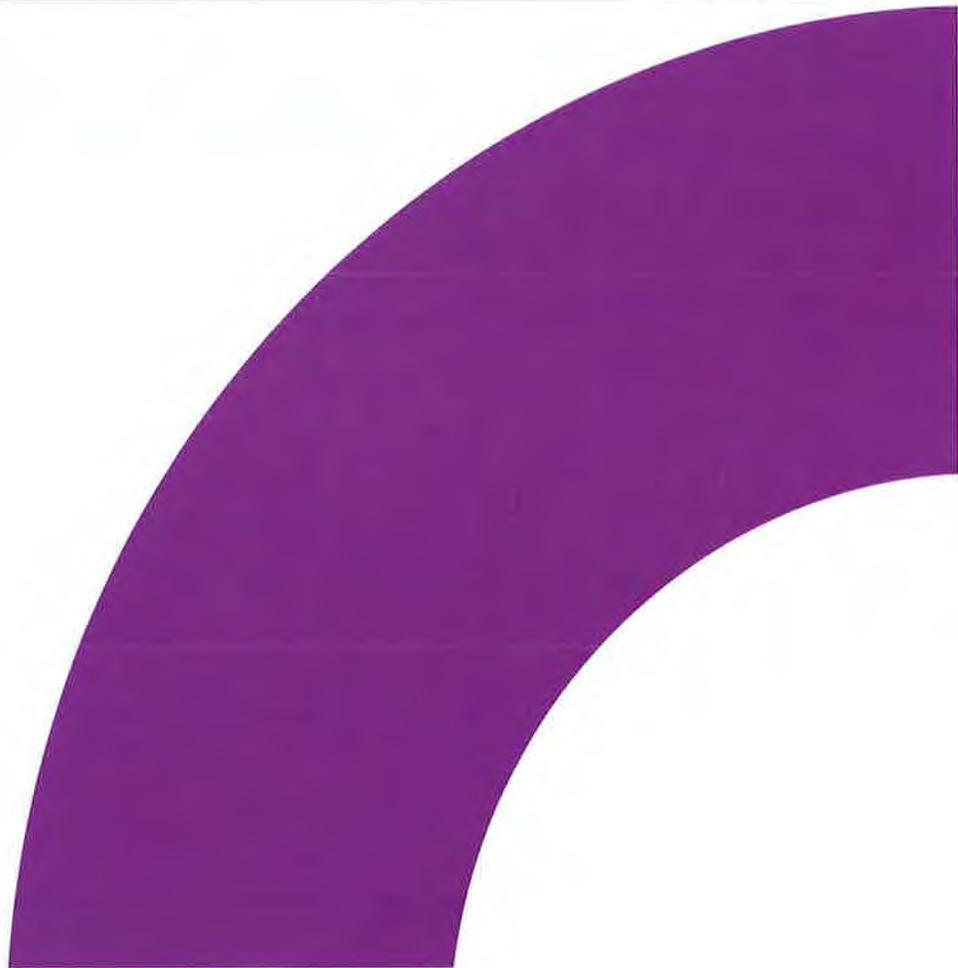
### FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

FIRM:	Wood Environment & Infrastructure Solutions, Inc.
COMPLETE ADDRESS:	100 SE 9th Street, Suite 400 Topeka, KS 66612
TELEPHONE NUMBER:	785-272-6830
FAX NUMBER:	615-781-0655
DATE:	01-27-2020
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Alicia Williams, Associate Project Manager



---

**APPENDIX C – HAZARD MITIGATION PLANNING EXPERIENCE**



## Wood Hazard Mitigation Planning Experience

Project	Participating Jurisdictions	Primary Hazards, Unique Services	Status
<b>FEMA Region VII</b>			
Boone County, IA	12	Plan Update	FEMA Approved
Cedar County, IA	8	Plan Update Natural and man-made hazards	FEMA Approved
Clinton County, IA	22	Plan Update Natural and man-made hazards	FEMA Approved
Dallas County, IA	26	Natural hazards	FEMA Approved
Madison County, IA	18	Natural hazards and man-made hazards	FEMA Approved
Polk County, IA	26	Plan Update Natural and man-made hazards	FEMA Approved
Poweshiek County, IA	11	Plan Update Natural Hazards	FEMA Approved
Story County, IA	23	Plan Update Natural and man-made hazards	FEMA Approved
Taylor County, IA	11	Plan Update Natural and man-made hazards	FEMA Approved
Allen County, KS	10	Natural hazards	FEMA Approved
Chautauqua County, KS	8	Natural hazards	FEMA Approved
Crawford County, KS	39	Natural hazards and human caused hazards	FEMA Approved
Dickinson County, KS	15	Natural hazards	FEMA Approved
Douglas County, KS	17	Natural hazards and human caused hazards	FEMA Approved
Elk County, KS	9	Natural hazards	FEMA Approved
Harper County, KS	11	Natural hazards	FEMA Approved
Johnson County, KS	34	Natural and human-caused hazards Most populated County in the State	FEMA Approved
Kickapoo Tribe, KS	1	Tribal mitigation plan Complied with Federal Tribal Regulations	FEMA Approved
Kingman County, KS	8	Natural hazards	FEMA Approved
Kiowa County, KS	6	2007 Greensburg tornado	FEMA Approved
Labette County, KS	13	Natural hazards Affected by 2007 floods	FEMA Approved
Montgomery County, KS	24	Natural hazards Affected by 2007 floods	FEMA Approved

Project	Participating Jurisdictions	Primary Hazards, Unique Services	Status
Neosho County, KS	10	Natural hazards Affected by 2007 floods	FEMA Approved
Osage County, KS	16	Natural hazards	FEMA Approved
Osborne County, KS	9	Natural hazards	FEMA Approved
Reno County, KS	22	Natural and human-caused hazards	FEMA Approved
Rush County, KS	12	Natural hazards	FEMA Approved
Stanton County, KS	6	Natural hazards	FEMA Approved
Sumner County, KS	20	Natural hazards	FEMA Approved
Wichita County, KS	3	Natural hazards	FEMA Approved
Wilson County, KS	6	Natural hazards	FEMA Approved
Woodson County, KS	10	Natural hazards	FEMA Approved
Wyandotte County, KS	24	Natural & human-caused hazards	FEMA Approved
Papio-Missouri River Natural Resources District, Omaha, NE	Approx. 100	Includes 6 Planning Counties (Douglas, Sarpy, Washington, Burt, Thurston, & Dakota, Nebraska) Natural & human-caused hazards	FEMA Approved
State of Kansas	1	2013 Plan update	FEMA Approved
Sumner County, KS	20	Natural hazards	FEMA Approved
Wichita County, KS	3	Natural hazards	FEMA Approved
Wilson County, KS	6	Natural hazards	FEMA Approved
Woodson County, KS	10	Natural hazards	FEMA Approved
Wyandotte County, KS	24	Natural & human-caused hazards	FEMA Approved
<b>State Mitigation Plans</b>			
State of Arkansas, Hazard Mitigation Plan Update	1	Natural and human-caused hazards Tornado, flood, winter storm Plan update	FEMA Approved
State of Missouri, Hazard Mitigation Plan Update – 2018	1	HAZUS Level II – DFIRM integration Web based, hyperlinked document GIS based tracking system for projects and loss avoidance	FEMA Approved
State of Missouri, Hazard Mitigation Plan Update 2010	1	Flood, earthquake, tornado HAZUS flood runs for every county Enhanced plan Plan update	FEMA Approved

Project	Participating Jurisdictions	Primary Hazards, Unique Services	Status
State of Missouri, 2007	1	Flood, earthquake, tornado HAZUS flood runs for every county Enhanced plan Plan update	FEMA Approved
State of Kansas	1	2013 Plan update	FEMA Approved in 2013
State of Kansas, Hazard Mitigation Plan Update 2007	1	2007 Plan update - Natural and human-caused hazards Tornado, flood, winter storm	FEMA Approved
State of Colorado Enhanced Hazard Mitigation Plan Update 2018	1	Teamed with another firm to update Plan including meeting Enhanced Plan requirements	Standard plan elements FEMA approved Enhanced plan under FEMA review
State of Colorado Flood Mitigation Plan Update 2018	1	Update to Flood Mitigation Plan as stand-alone annex to Colorado Natural Hazard Mitigation Plan	Linked with HMP
State of Colorado Drought Mitigation and Response Plan Update 2018	1	Drought Hazard plan update as stand-alone annex to Colorado Natural Hazard Mitigation Plan	Linked with HMP
State of Colorado Flood Mitigation Plan Update 2013	1	Update to Flood Mitigation Plan as stand-alone annex to Colorado Natural Hazard Mitigation Plan	FEMA approved 2013
State of Colorado Flood Mitigation Plan Update 2010	1	Update to Flood Mitigation Plan as stand-alone annex to Colorado Natural Hazard Mitigation Plan	FEMA approved 2010
State of Colorado Drought Mitigation and Response Plan Update 2013	1	Drought Hazard plan update as stand-alone annex to Colorado Natural Hazard Mitigation Plan	FEMA approved 2013
State of Colorado Drought Mitigation and Response Plan Update 2010	1	Drought Hazard plan update as stand-alone annex to Colorado Natural Hazard Mitigation Plan; comprehensive drought vulnerability analysis; DMA compliant	FEMA approved 2010
State of South Dakota Enhanced Plan Update 2019	1	Update to Plan including meeting Enhanced Plan requirements	FEMA approved
State of South Dakota HIRA Update 2016	1	Update to HIRA	Completed 2016
State of South Dakota Plan Update 2013	1	Floods, winter storms, wildfire, drought, tornadoes, wind Teamed with another firm to deliver HIRA Services for three Plan updates	FEMA approved
State of South Dakota Plan Update 2010	1	Update to HIRA. Included rural electric loss estimation	FEMA approved

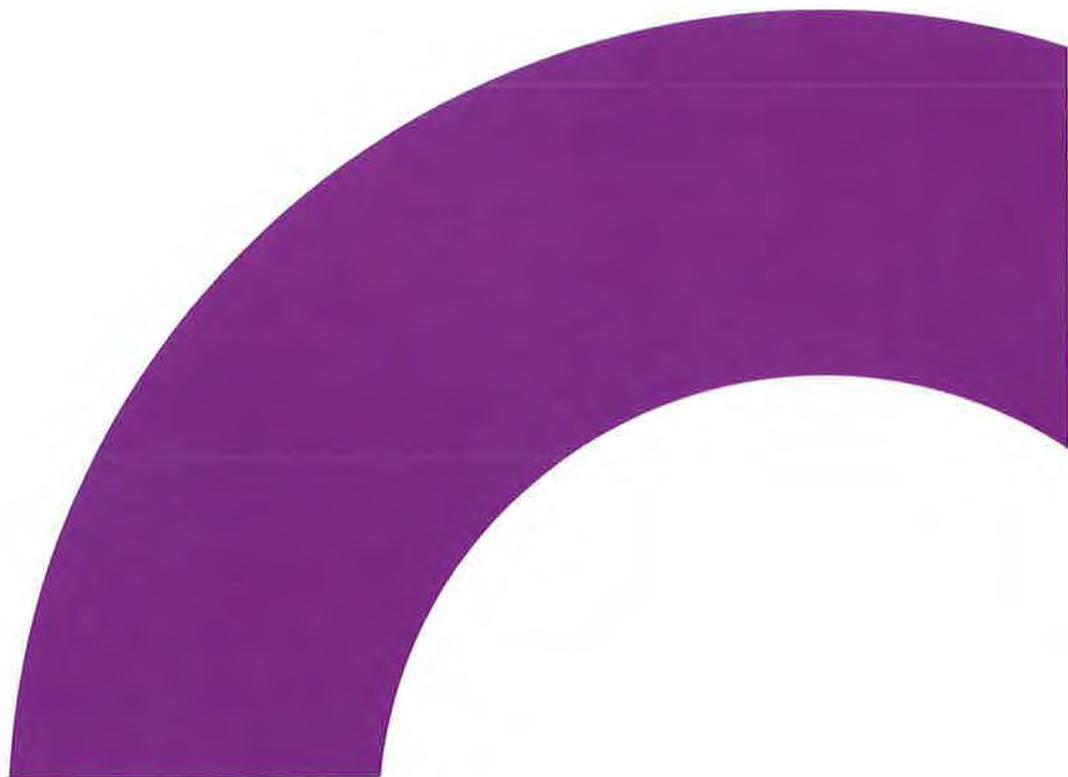
Project	Participating Jurisdictions	Primary Hazards, Unique Services	Status
State of South Dakota Plan Update 2007	1	Update to Hazard Mitigation Plan HIRA including Floods, winter storms, wildfire, drought, tornadoes, wind	FEMA approved
State of South Dakota Drought Mitigation Plan 2015	1	Included sector-based drought vulnerability assessment	Completed 2015
State of North Dakota	1	Update to Hazard Mitigation Plan including natural and manmade hazards	FEMA approved
State of Mississippi	1	Hurricane, flood, earthquake, tornado HAZUS flood runs for every county Local plan roll up Enhanced plan consulting Teamed with two other firms Plan update	FEMA Approved





---

**APPENDIX D – PROFESSIONAL RESUMES**



Proposed Staff	References
<p><b>Alicia Williams, GISP, CFM</b> Lead Project Manager and Risk Assessments/Capabilities</p>	<p>Missouri State Emergency Management Agency Heidi Carver; (573) 526-9116; <a href="mailto:heidi.carver@sema.dps.mo.gov">heidi.carver@sema.dps.mo.gov</a></p> <p>Missouri State Emergency Management Agency Floodplain Engineering and Mapping Section Dale Schmutzler; <a href="mailto:dale.schmutzler@sema.dps.mo.gov">dale.schmutzler@sema.dps.mo.gov</a></p> <p>Bootheel Regional Planning Commission Hannah Barnett; (573) 614-5178 ext. 108; <a href="mailto:hbarnett@bootrpc.com">hbarnett@bootrpc.com</a></p>
<p><b>Cindy Popplewell, PE, CFM</b> Project Manager</p>	<p>Missouri State Emergency Management Agency Heidi Carver; (573) 526-9116; <a href="mailto:heidi.carver@sema.dps.mo.gov">heidi.carver@sema.dps.mo.gov</a></p> <p>Metropolitan Nashville-Davidson County, TN Office of Emergency Management Heidi J. Mariscal, MEP; (615)880-2950; <a href="mailto:Heidi.Mariscal@nashville.gov">Heidi.Mariscal@nashville.gov</a></p> <p>Alabama Department of Economic and Community Affairs; Office of Water Resources Corey Garyotis, P.E., CFM; 334.353.0853; <a href="mailto:Corey.Garyotis@adeca.alabama.gov">Corey.Garyotis@adeca.alabama.gov</a></p> <p>Bootheel Regional Planning Commission Hannah Barnett; (573) 614-5178 ext. 108; <a href="mailto:hbarnett@bootrpc.com">hbarnett@bootrpc.com</a></p>
<p><b>Jeff Brislawn, CFM</b> QA/QC Manager / Senior Planner</p>	<p>South Dakota Office of Emergency Management Jim Poppin; 605-773-3231; <a href="mailto:jim.poppen@state.sd.us">jim.poppen@state.sd.us</a></p> <p>State of Nebraska Energy Office Doris Jansky; (402) 471-3538; <a href="mailto:doris.jansky@nebraska.gov">doris.jansky@nebraska.gov</a></p> <p>Colorado Division of Homeland Security and Emergency Management Patricia Gavelda; 970-385-1675</p>
<p><b>David Stroud, CFM</b> Sr. Planner / Planning Process</p>	<p>North Carolina Department of Public Safety Chris Crew, CFM, (919) 825-2305; <a href="mailto:John.Crew@ncdps.gov">John.Crew@ncdps.gov</a></p> <p>Floodplain Management Plan, RLAA, Natural Floodplain Functions – Chatham County, GA Michael Blakely, CFM; (912) 652-7814; <a href="mailto:mblakely@chathamcounty.org">mblakely@chathamcounty.org</a></p> <p>Town of Cutler Bay, FL CRS Floodplain Management Plan, Program for Public Information and Five-Year Verification Assistance Sandra Aronoff, CFM; (305) 682-1998; <a href="mailto:saronoff@cutlerbay-fl.gov">saronoff@cutlerbay-fl.gov</a></p>

Proposed Staff	References
<p><b>Abigail Moore</b> Junior Planner</p>	<p>North Carolina Department of Public Safety Chris Crew, CFM, (919) 825-2305; <a href="mailto:John.Crew@ncdps.gov">John.Crew@ncdps.gov</a></p> <p>Colorado Division of Homeland Security and Emergency Management Patricia Gavelda; 970-385-1675</p> <p>Town of Morehead City, NC Sandi Watkins, CFM; (252) 726 6848; <a href="mailto:sandi.watkins@moreheadcitync.org">sandi.watkins@moreheadcitync.org</a></p>
<p><b>Garrett Boucher</b> Risk Assessments/Capabilities</p>	<p>Alabama Department of Economic and Community Affairs; Office of Water Resources Casie Pritchard, P.E., CFM; 334.242.5506 <a href="mailto:casie.pritchard@adeca.alabama.gov">casie.pritchard@adeca.alabama.gov</a></p> <p>Missouri State Emergency Management Agency Floodplain Engineering and Mapping Section Dale Schmutzler; <a href="mailto:dale.schmutzler@sema.dps.mo.gov">dale.schmutzler@sema.dps.mo.gov</a></p> <p>Metropolitan Nashville-Davidson County, TN Office of Emergency Management Heidi J. Mariscal, MEP; (615)880-2950; <a href="mailto:Heidi.Mariscal@nashville.gov">Heidi.Mariscal@nashville.gov</a></p>
<p><b>Martha Ortega, GISP, CFM</b> Risk Assessments/Capabilities</p>	<p>Oklahoma Water Resources Board Aaron Milligan, CFM, RPES; 405.530.8800; <a href="mailto:yohanes.sugeng@owrb.ok.gov">yohanes.sugeng@owrb.ok.gov</a></p> <p>City of Tulsa Engineering Services Department Gary McCormick; 918.596.9475; <a href="mailto:gmcormick@cityoftulsa.org">gmcormick@cityoftulsa.org</a></p> <p>City of Kingfisher Dave Sleziekey; 405.375.6869; <a href="mailto:dave@kingfisher.org">dave@kingfisher.org</a></p> <p>City of Stillwater Department of Emergency Rob Hill; 405.372.4784; <a href="mailto:Rob.hill@stillwater.org">Rob.hill@stillwater.org</a></p>
<p><b>Michael Crouch, GISP, CFM</b> Risk Assessments/Capabilities</p>	<p>Oklahoma Water Resources Board Aaron Milligan, CFM, RPES; 405.530.8800; <a href="mailto:yohanes.sugeng@owrb.ok.gov">yohanes.sugeng@owrb.ok.gov</a></p> <p>City of Tulsa Engineering Services Department Gary McCormick; 918.596.9475; <a href="mailto:gmcormick@cityoftulsa.org">gmcormick@cityoftulsa.org</a></p> <p>City of Kingfisher Dave Sleziekey; 405.375.6869; <a href="mailto:dave@kingfisher.org">dave@kingfisher.org</a></p> <p>City of Stillwater Department of Emergency Rob Hill; 405.372.4784; <a href="mailto:Rob.hill@stillwater.org">Rob.hill@stillwater.org</a></p>

Proposed Staff	References
<p><b>Anne Vest</b> Mitigation Strategy</p>	<p>City of Tulsa Engineering Services Department Gary McCormick; 918.596.9475; gmccormick@cityoftulsa.org</p> <p>U.S. Army Corps of Engineers; Tulsa District William Smiley; 918-403-9857</p> <p>Mayes County, OK Johnny Janzen; Emergency Management Director 918.825.4650; mayescountyem@yahoo.com</p> <p>City of Stillwater Department of Emergency Rob Hill; 405.372.4784; Rob.hill@stillwater.org</p>
<p><b>Philip Berry AICP</b> Mitigation Strategy</p>	<p>City of Stillwater Department of Emergency Rob Hill; 405.372.4784 Rob.hill@stillwater.org</p> <p>Theron Warlick, AICP Senior Planner; City of Tulsa Theron.warlick@gmail.com</p> <p>Flanagan &amp; Associates, LLC. Ronald D. Flanagan, CFM; Principal Planner, (918) 749-2696; RFlanagan@rdflanagan.com</p>

# Alicia Williams, GISP, CFM

## Lead Project Manager and Risk Assessments/Capabilities

### Professional Summary

Ms. Williams has managed the 2018 Missouri State Enhanced Mitigation Plan update as well as other DFIRM related projects for State Emergency Management Agency (SEMA). She develops and conducts CEC credit Workshops for ASFPM related to using the FEMA Floodplain datasets for floodplain management and mitigation project identification. has developed numerous reports for various aspects of her projects including 5-year Business plans, Situational Assessment Reports, Gap Analysis Reports, Grant Applications, Disaster Logistics Response Plans, Quality Control and Quality Assurance Plans, Standard Operational Guidelines, Continued Operations Plans, Project Summary Reports and many Meeting Minutes. She has coordinated more than 650 meetings with local officials for these projects. She also specializes in Data Capture Standards (DCS) compliant submittals and in FEMA's Mapping Information Portal (MIP) which utilizes an Earned Value Management (EVM) System for project tracking. She has worked on FEMA DFIRM for the Alabama, Kansas, Nebraska, Iowa, Missouri and Kentucky projects, serving at the Project Manager for countywide studies in KY, MO, and IA. She managed several projects relating to Disaster Logistics for the State of Missouri. She managed the development of the EMAP Certified State of Missouri Disaster Logistics Plan and Standard Operation Guidelines.

### Project Experience

#### **Missouri State Emergency Management Agency: Statewide, MO**

Project Manager - involved in all aspects of Flood Risk Modeling & Mapping as a Project Manager, Scoping/Discovery and Post Preliminary Process Manager for 113 counties in Missouri. She has coordinated more than 300 meetings for Scoping, Discovery, CNMS, FSR, PDCC and Open Houses for Missouri. She has developed annual 5 Year Business Plans for the state which have led to the State of Missouri receiving \$50M+ in funding over the last decade. She has developed numerous Data Capture Submittal compliant scoping reports, discovery reports, FIS reports, base data collection and map production for DFIRM work for these counties. She has overseen the development of websites which show comparisons between old and new floodplains, NFIP awareness data, CFM training and tutorials, Base Flood Assessments, Floodplain Ordinances, HAZUS data and the State-wide Mitigation Plan. She has developed and given more than 15 8- and 10-hour workshops with CEC Credits on how local floodplain administrators and hazard planners can use RiskMAP products in Mitigation planning and will bring that knowledge to bear in the outreach efforts for this project. She was the Project Manager for and developed one of the first in the nation State-wide Disaster Logistics Plans which resulted in the state of Missouri becoming EMAP Certified and receiving hundreds of thousands of additional response and recovery funds over the last decade.

**Kansas Dept. of Agriculture Division of Water Resources: Numerous Kansas DFIRM counties.** Ms. Williams serves as the Post Preliminary Process Manager for all aspects of the FEMA Map Update program and assisted in the production of DFIRMs for these counties. She has been involved in numerous public meetings for this work including coordinating a public meeting with 1,200+ citizens in attendance in Salina KS. She was involved in base data collection, Discovery, Scoping and Post Preliminary Process meetings as well as CNMS and 5-year Business Plan meetings for the state. Ms. Williams served as the Project Manager for the State-wide CNMS database development for FEMA which entailed research on all streams in the state which have been mapped up to the one square mile drainage area and determining if the mapping studies were valid according to current FEMA standards.

### Education

- MS/2005/Agriculture: Plant Science (Specializing in GIS)
- BS/1988/ Agriculture: Plant Science

### Professional Certifications

- Geographic Information Systems Professional
- Certified Floodplain Manager
- HAZUS Certified Trained Professional
- Certified Disaster Assistance Trainer

### Professional Affiliations

- Association of State Floodplain Managers
- Missouri Floodplain & Stormwater Managers Association
- Kentucky Association of Mitigation Managers

# Cindy Popplewell, PE, CFM

## Project Manager

### Professional Summary

Ms. Popplewell is a Hazard Mitigation Lead / Senior Project Manager in Wood Environment & Infrastructure Solutions' Hazard Mitigation and Emergency Management Program and has over 23 years of engineering experience with a current focus on hazard mitigation and emergency management. She has served as disaster recovery manager for residential and stormwater infrastructure damage assessments, served as project manager and senior planner for the preparation of numerous multi-hazard mitigation plans for natural and manmade hazards, and assisted several communities in addressing NFIP and Community Rating System (CRS) compliance issues.

### Project Experience

### Mitigation Planning Experience

#### Local and Regional Multi-Hazard Mitigation Plans and Floodplain Management Plans

Project manager and senior planner for the preparation of numerous local multi-hazard mitigation plans for natural and manmade hazards and floodplain management plans addressing flood hazards. The mitigation planning process identifies hazards that threaten the community; determines the likely impacts of those hazards; sets mitigation goals; and determines, prioritizes, and implements the appropriate strategies that would lessen the impacts.

Public involvement for each mitigation planning effort includes the development of an outreach strategy to capture the input of the local planning committee and to identify tools and activities to engage, educate, and inform local citizens of the mitigation planning efforts for each of the major phases of the mitigation planning process. Implementation of the outreach strategy includes community engagement efforts such as facilitation of planning committee meetings, public meetings, workshops and open house events; educational efforts such as information booths, presentations, and briefings to elected officials; and informational efforts such as written outreach materials, websites, and news media.

Plans were prepared for local communities in Alabama, Illinois, Indiana, Kansas, Mississippi, Missouri, Nevada, Tennessee, and Virginia.

#### State Multi-Hazard Mitigation Plans

Senior planner for the preparation of the 2018 State of Missouri Multi-Hazard Mitigation Plan Update. Plan preparation included facilitating planning committee meetings, conducting hazard research, local plan roll-up, guiding the development of mitigation strategies, and compiling plan document for approval by FEMA as an Enhanced State Plan. Additionally, the enhanced plan included a Repetitive Loss Strategy, review of public assistance projects, and future recommendations.

Project manager and senior planner for the preparation of the State of Arkansas All-Hazards Mitigation Plan Update. Plan preparation includes facilitating planning committee meetings, conducting hazard research, local plan roll-up, guiding the development of mitigation strategies, and compiling plan document for approval by FEMA as an Enhanced State Plan.

#### Post-Flood Recovery Guidebook, Alabama Department of Economic and Community Affairs (ADECA) Office of Water Resources (OWR).

Project Manager and senior planner for the development of an Alabama-specific "Post-Flood Recovery Guidebook" to assist communities in: responding to a flood or hurricane event, enforcing the National Flood Insurance Program (NFIP) requirements for rebuilding efforts, and outlining suitable disaster recovery measures that will help reduce future flood damages. The Guidebook not only looks at strategies and methods to reduce future flood damages,

#### Education

- MS/1995/Civil Engineering, University of Kentucky
- BS/1994/Civil Engineering, University of Kentucky

#### Professional Certifications

- Professional Engineer: TN
- Certified Floodplain Manager

#### Professional Affiliations

- Association of State Floodplain Managers

but also considers multi-objective planning strategies to restore and preserve the natural resources and environments associated with Alabama's floodplains.

### **Preparedness Exercise Experience**

#### **City of New Orleans Training and Exercise Series, New Orleans Homeland Security Emergency Preparedness Division, New Orleans, LA**

Project Manager customized emergency management and public information curriculum and conducted training to Mayor's staff, department directors, EOC staff, and city and regional public information officers. In February 2019, our team developed and conducted a large complex CCTA full scale exercise with over 500 participants, we simulated a vehicle as a weapon and active shooter attack on a Mardi Gras parade and also transported more than 150 actors to area hospitals to test medical surge capabilities.

#### **USACE Nashville Emergency Operations Center (EOC) Functional Exercise, Nashville, TN**

Simcell for HSEEP compliant functional exercise and testing the City of Nashville's current response plans, ultimately delivering a comprehensive After-Action Report/Improvement Plan (AAR/IP). The scenario tested the City of Nashville's flood response and severe weather (tornado) response capability and incorporated the USACE flood forecasting models and the City of Nashville's watershed advisors.

### **Disaster Recovery Experience**

**Substantial Damage Estimator (SDE) Tool course instructor for ADECA Office of Water Resources.** The one-day course covered SDE Tool objectives and functions; creating SDE Assessments, quality assurance reviews, and field preparations. Multiple hands on exercises were included to fully utilize the SDE Tool.

**DR-4337 Florida Hurricane Irma.** Wood was tasked by Collier County, FL to perform field damage assessments for the County water and wastewater facilities utilizing FEMA's SDE Software. Ms. Popplewell prepared training for Wood field staff and performed quality assurance reviews of all substantial damage estimates.

**DR-4241 South Carolina Severe Storms and Flooding.** Wood was tasked by Lexington County, SC to perform field damage assessments for approximately 500 residential structures utilizing FEMA's SDE Software. Ms. Popplewell performed quality assurance reviews of all substantial damage estimates.

**DR-4086 Tennessee Severe Storms, Tornadoes, Straight-line Winds, and Flooding.** HMGP Grant Application Preparation- Metropolitan Government of Nashville and Davidson County, Tennessee, Metro Water Services, Stormwater Division. Ms. Popplewell prepared the necessary grant application materials including GIS mapping for 30 residential properties damaged due to the flood event.

**DR-4086 Hurricane Sandy, FEMA Hazard Mitigation Technical Assistance Program (HMTAP), Residential Damage Assessments.** In support of Dewberry Consultants LLC, under HMTAP Task Order 13-J-0008, Ms. Popplewell served as the quality assurance (QA) lead for substantial damage determinations on approximately 20,000 residential structures and a limited number of non-residential structures within multiple coastal communities of New Jersey. Field staff utilized FEMA's substantial damage estimator software to perform the assessments in the field, as well as, photographed and measured the dimensions of each structure. As QA lead, Ms. Popplewell was responsible for daily review and comment of the substantial damage determinations which included both data management and on-site visits to damaged structures.

#### **Stormwater Infrastructure Damage Assessments- Metropolitan Government of Nashville and Davidson County, Tennessee Metro Water Services, Stormwater Division**

Project manager for the stormwater infrastructure damage assessment within Metropolitan Nashville-Davidson County. Wood was further tasked by MWS Routine and Remedial Maintenance to perform field damage assessments for all stormwater infrastructures located within the flood inundation area. For this task, Wood designed the ArcGIS mobile-based field inspection and data collection system on Microsoft Windows-based smart phones. Wood designed a corresponding enterprise GIS Flood Inspection Management System (FIMS) to track, manage and QC the real-time field inspections for 20 field staff with the mobile devices. The FIMS allowed in-house staff to review the data collection in real-time and provide field staff with direction as needed. Approximately 7,000 field damage estimates were completed within 5 weeks.

# Jeff Brislawn, CFM

## QA/QC / Assistant Project Manager

### Professional summary

Mr. Jeff Brislawn is the Hazard Mitigation Lead and an associate in Wood's Hazard Mitigation and Emergency Management Program. He has more than 25 years of experience in emergency management, GIS, and mitigation planning work for state and federal governments, as well as technical assistance to local governments. He has been the project manager on more than 20 Disaster Mitigation Act (DMA) compliant local and state hazard mitigation plans, as well as provided GIS-based risk analysis in support of many others. Mr. Brislawn is also experienced in leading drought, dam failure evacuation, climate adaptation, and energy assurance planning efforts. Mr. Brislawn is experienced with Federal Emergency Management Agency (FEMA) mitigation grant programs and has assisted local and state governments with the development of technically feasible, cost effective and environmentally sound mitigation project applications. Mr. Brislawn is an experienced user of FEMA's benefit cost analysis software modules and Hazus, FEMA's multi-hazard loss estimation software. Mr. Brislawn has provided GIS and natural hazards mitigation technical assistance to the FEMA Mitigation Division during times of disaster, travelled to disaster areas, written reports, trained staff, and been involved in community outreach. Mr. Brislawn is experienced with HSEEP-compliant exercise design and facilitation and has assisted local and state governments with the development and improvement of emergency response and recovery plans.

### Representative projects

#### **Colorado Hazard Mitigation Plan 2018, Division of Homeland Security & Emergency Management, CO**

Project Manager. Provided project management and technical guidance on a consultant team during the 2018 update of Colorado's Hazard Mitigation Plan. Provided technical guidance on the FEMA enhanced state mitigation plan requirements and researched and wrote related plan sections. Lead the development of risk assessment updates a variety of hazards including avalanche, geological (landslide, earthquake, expansive soils, subsidence, radon), drought, flood, and infrastructure failure. Included Hazus Level 1 flood analyses for counties that did not have Digital Flood Insurance Rate Maps.

#### **Flood Exercise Development, Urban Drainage and Flood Control District, Colorado**

Project Manager. Assisted the District with the development of a combined tabletop and functional flood exercise involving a catastrophic flood to test the District's response and recovery procedures. Coordinated exercise planning meetings, stakeholder involvement, scenario design, and exercise control and evaluation services.

#### **Gold King Mine Disaster After Action Report Development, Colorado Department of Health & Environment**

Senior Reviewer. Providing senior review and QC on the development of a public-health focused After Action Report for the Gold King Mine spill in southwestern Colorado. The project involved a review of State and two local public health agencies' response to the release of millions of gallons of acid mine drainage into the Animas River. The Report will capture lessons learned, recommend improvements in coordination and response and be HSEEP compliant.

#### **Emergency Operations Plan Development and Exercise, Los Alamos County, New Mexico**

Project Review. Responsible for QA/QC review on the update of an Emergency Operations Plan compliant with state and federal guidelines. A table top exercise will be designed and facilitated to test the plan and train county staff.

### Education

MS/1992/ Geology,  
(Engineering/ Environmental  
Specialization)

BS/1987/Geology

### Professional Qualifications

Certified Floodplain Manager

### Professional Affiliations

Association of State Floodplain  
Managers

Natural Hazards Mitigation  
Association

Colorado Association of  
Stormwater and Floodplain  
Managers

Colorado Emergency  
Management Association

Rocky Mountain Hazus User  
Group – Co chair

Geological Society of America

# David Stroud, CFM

## Mitigation Strategy Planner

### Professional summary

Mr. Stroud has over 28 years' experience as a hazard mitigation planner. His hazard mitigation planning experience includes both development of hazard mitigation plans and reviewing and scoring plans for FEMA. David worked for the Insurance Services Office (ISO) on behalf of FEMA's National Flood Insurance Program's (NFIP) Community Rating System (CRS) Program as the lead hazard mitigation planner and Flood Training Coordinator for 18 years. He assisted in the development of the 2007, 2013, and 2017 CRS Coordinator's Manual. David has worked directly with FEMA Headquarter staff in crafting the local multi-hazard mitigation planning guidance 44CFR 201.6 to be consistent with the CRS 10-Step Planning criteria including the five-year update guidance (Blue Book). Mr. Stroud has significant experience with the minimum regulations of the National Flood Insurance Program (NFIP), FEMA Grant programs and FEMA's Repetitive Loss Program. David works with communities, states and FEMA Regional offices on all aspects of hazard mitigation planning and the CRS Program. With ISO, he was responsible for internal staff training on the CRS Program, Hazard Mitigation Planning and Repetitive Loss. Additionally, David taught week-long classes on the CRS at FEMA's Emergency Management Institute (EMI). Over the years, he has provided numerous planning and CRS workshops by invitation from states, FEMA Regional Offices, and various state floodplain associations.

### Representative projects

#### **Cutler Bay Floodplain Mitigation Plan, Cutler Bay, FL**

Project Manager on the development of a Floodplain Mitigation Plan for the Town of Cutler Bay, FL. This plan followed both the Disaster Mitigation Act (DMA) and CRS Planning requirements. Mr. Stroud was responsible for facilitating all planning meetings, overseeing the development of the risk assessment and developing the mitigation strategy section of the plan. The plan was completed on schedule and within budget.

#### **City of Folly Beach CRS Program Improvement, Folly Beach, SC**

Project manager for Folly Beach's Cycle Verification Visit. Mr. Stroud worked with all departments within Folly Beach including the City's Building Official and CRS Coordinator. Coordination with Charleston County was also a part of this project. Amec Foster Wheeler was able to generate enough credit for the City to jump from a Class 7 to a Class 4 and save policy holders more than \$1 million per year and on average \$631 per policy.

#### **Lexington County, SC Public Works Department: SC Flood Recovery Work**

Lead trainer of FEMA's Substantial Damage Estimator (SDE) Software, assisted in identifying and providing data to support Public Assistance (PA) projects, as well as, working with the floodplain administrator with NFIP and other support functions. Lexington County had 151 damaged Roads, 363 flooded buildings and 7 breached dams.

#### **Multi-Hazard Mitigation Plan Update for the City of Sacramento and Sacramento County, CA**

CRS Technical Lead for the update to the Sacramento County Multi-Jurisdictional Multi-Hazard Mitigation Plan. Mr. Stroud was responsible for public meeting facilitation, risk assessment, and CRS Planning requirements. Mr. Stroud was also involved in supporting Sacramento County in an update to its Watershed master plan. This plan received a high under the CRS Program and resulted in Sacramento County reaching a CRS Classification 3.

### Education

- MURP/1990/Urban and Regional Planning, Ball State University
- BS/1985/Urban and Regional Studies, Ball State University
- AS/1983/Architectural Drafting, Vincennes University

### Professional Qualifications

- Certified Floodplain Manager

### Professional Affiliations

- Association of State Floodplain Managers
- Natural Hazards Mitigation Association— on Planning Committee
- American Planning Association
- North Carolina Chapter of the American Planning Association
- North Carolina Association of Floodplain Managers
- Kentucky Association of Mitigation Managers
- North Carolina Licensed Real Estate Agent
- FEMA Region IV HAZUS Users Group
- Georgia Association of Floodplain Managers
- Florida Floodplain Manager's Association
- Association of Floodplain Managers of Mississippi
- South Carolina Association of Hazard Mitigation

# Abigail Moore

## Technical Professional - Mitigation Planning

### Professional Summary

Ms. Moore has four years of professional experience in hazard mitigation planning, floodplain management planning, and climate change adaptation and resilience. Abby earned her Master's in City and Regional Planning with a specialization in Land Use & Environmental planning and a focus on natural hazards resilience and disaster recovery. She has working knowledge of the requirements of the Disaster Mitigation Act (DMA), the National Flood Insurance Program (NFIP), and the NFIP's Community Rating System (CRS). Abby is skilled in research, data collection and analysis, GIS, risk and vulnerability assessment, mitigation strategy development, community engagement, and facilitation. She has managed and provided technical assistance in the development of hazard mitigation plans, floodplain management plans, and CRS support services to over 70 local government clients.

### Project Experience

#### **Multi-jurisdictional Hazard Mitigation Plan Updates, North Carolina Counties and Multi-County Regions**

Project Planner for nine separate multi-jurisdictional hazard mitigation plans encompassing 31 North Carolina counties. Key responsibilities include researching and developing hazard profiles for all identified hazards to ensure consistency with the updated State Hazard Mitigation Plan and previous county plans; updating existing mitigation action plans, and re-evaluating community capability and resiliency. The plans will meet both DMA and CRS requirements and will be prepared using the State's newly developed Risk Management Tool.

#### **Floodplain Management Plan and Repetitive Loss Area Analysis for the Town of Morehead City, NC**

Supported the planning process, risk assessment, and mitigation strategy components of this project. This involved the preparation of hazard profiles and vulnerability assessments, with specific analysis of the connection between hazard mitigation and land use planning, enabling the generation of mitigation actions aimed at supporting sustainable, long-term solutions for hazards resilience. Additionally, Ms. Moore led the development of a Repetitive Loss Area Analysis, including field data collection and report preparation, and assisted in the development of a CRS-compliant Program for Public Information to complement the outreach done for Floodplain Management Plan.

#### **Multi-Jurisdictional Hazard Mitigation Plan for Robeson County, NC**

Supported the planning process and risk assessment components of this project by developing hazard profiles and assisting in the preparation of the vulnerability assessment and capability assessment. This multi-hazard, multi-jurisdictional mitigation plan covered 12 natural hazards across 16 jurisdictions. The plan was approved without comments by North Carolina Emergency Management.

#### **County Multi-Jurisdictional Hazard Mitigation Plan Updates, Iowa**

Supporting the full scope of the planning process for the development of multi-jurisdictional hazard mitigation plan updates for nine Iowa counties with a range of up to 25 participating jurisdictions. Her role has included developing hazard profiles for natural and technological hazards, including assessing risk, vulnerability, potential impact, and future conditions. She has also assisted in data collection and analysis, creating meeting materials, documenting the planning process, drafting the plan documents, preparing Local Mitigation Plan Review Tools, and working directly with jurisdictional representatives and client project managers to coordinate the update, development, and prioritization of new and continuing mitigation strategies.

#### **Colorado Enhanced State Hazard Mitigation Plan Update, Colorado**

Assisted in the update of the HIRA by developing profiles of geologic hazards, addressing hazard risk, impact analyses, vulnerability, and effects of future development and climate change. Compiled database of local hazard risk ratings and capabilities for mitigation for comprehensive state-wide analysis of mitigation potential.

### Education

- MS/2017/City and Regional Planning, University of North Carolina
- BS/2012/ Urban Studies, University Pittsburgh

### Professional Certifications

- 

### Professional Affiliations

- American Planning Association

# Garrett Boucher

## Risk Assessments/Capabilities

### Professional Summary

Mr. Boucher has diverse GIS and data management experience, most recently focusing on the water resources sector and Enterprise GIS systems. He has been a vital contributor to several mapping, GIS, data collection, and data maintenance projects completed for government agencies, including USACE, FEMA, and individual municipalities. In addition, he has helped deliver excellence on large-scale projects to private organizations such as universities, airports, and energy plants. Mr. Boucher has been the technical lead for enterprise GIS portal configuration, stormwater network data collection, non-regulatory Flood Risk Products, and Hazus analysis efforts.

### Project Experience

#### **Alabama State-Wide Base Level Engineering: Statewide, Alabama**

GIS Specialist - Assisted in the development of custom desktop tools for extracting data from HEC-RAS models at the stream level and outputting spatial GIS data, aggregated to the county and state level. Developed custom Python scripts for performing automatic QA/QC and identification of sub-optimal raster data generation. Supervised the correction of automatically generated water surface elevation rasters. Facilitated the migration of GIS datasets to a web based environment for enhanced distribution methods. Performed and supervised the execution of Hazus analysis on water surface elevation data.

#### **State of Missouri SEMA - Meramec Watershed Flood Risk Database, Missouri**

GIS Specialist - Performed and supervised the reproduction of non-regulatory datasets based on updated models due to the acquisition of high-grade LiDAR data. Production and management of Flood Risk Database vector feature classes, raster datasets, and tabular datasets. Datasets include Areas of Mitigation Interest, User Defined Facilities for HAZUS operations, Changes Since Last FIRM, Water Surface Elevation rasters, Depth rasters, and Annual Chance/30-yr Chance rasters. Adhered to FEMA specifications and guidances. Developed the Flood Risk Report and Flood Risk Map for presentation to SEMA and local communities. Relevant parties benefit from Flood Risk Products through gaining a more complete understanding of flood risk, and begin conversations of mitigation efforts.

#### **State of Missouri SEMA - Lower Missouri Watershed Flood Risk Database, Missouri**

GIS Specialist - Production and management of Flood Risk Database vector feature classes, raster datasets, and tabular datasets. Datasets include Areas of Mitigation Interest, User Defined Facilities for HAZUS operations, Changes Since Last FIRM, Water Surface Elevation rasters, Depth rasters, and Annual Chance/30-yr Chance rasters. Adhered to FEMA specifications and guidances. Developed the Flood Risk Report and Flood Risk Map for presentation to SEMA and local communities. Relevant parties benefit from Flood Risk Products through gaining a more complete understanding of flood risk, and begin conversations of mitigation efforts.

#### **Upper Black Warrior Watershed Regulatory Product Development, ADECA OWR, Alabama**

GIS Specialist - Production and management of the Floodplain Mapping task for Jefferson and Walker counties, involving coordination with engineering departments to ensure proper floodplain merging consistent with original modeling. Managed the Digital Flood Insurance Rate Map Database production for Walker County, adhering to FEMA specifications and guidances.

#### **Risk MAP/Cahaba Watershed, State of Alabama, Montgomery, AL**

Production and management of Flood Risk Database vector feature classes, raster datasets, and tabular datasets. Datasets include Areas of Mitigation Interest, User Defined Facilities for HAZUS operations, Changes Since Last FIRM, Water Surface Elevation rasters, Depth rasters, and Annual Chance/30-yr Chance rasters. Adhered to FEMA specifications and guidances. Developed the Flood Risk Report and Flood Risk Map for presentation to OWR and local communities. Relevant parties benefit from Flood Risk Products through gaining a more complete understanding of flood risk, and begin conversations of mitigation efforts.

### Education

- BS/2016/Computer Science, Samford University

### Professional Certifications

- 

### Professional Affiliations

-

# Martha Ortega, GISP, CFM

## Risk Assessments/Capabilities



### Professional Summary

Ms. Ortega brings 25 years of GIS experience including data capture, map production, spatial analysis, data discovery, and data management within the natural resources/environmental realm, as well as facilities and infrastructure. Martha has years of experience converting and consolidating CAD and GIS data into user-friendly formats. She also specializes in data collection and data management from multiple municipal resources into a single cohesive GIS project for Oklahoma's Department of Transportation project reconnaissance reporting.

Since joining Meshek in 2014, Martha has served as lead HAZUS Specialist and has performed multiple HAZUS runs for communities and counties for a variety of FEMA RiskMap applications. Projects include both flood and earthquake scenario analysis with HAZUS.

### Project Experience

#### HAZUS Analysis, FEMA and OWRB

Responsible for Level 1 and Level 2 analysis for multiple Oklahoma Water Resources Board (OWRB)/FEMA RiskMAP projects. Analysis primarily focused on flood risk and the work involved mastery of HAZUS inputs and functionality to deliver results for several multi-county hazard assessments. Martha's overall HAZUS work to date includes multiple HAZUS runs for a combined 42 counties in 11 watersheds.

#### HAZUS Analysis, City of Tulsa

Responsible for HAZUS analysis as part of the Hazard Mitigation plan update effort for the City of Tulsa. Modeled runs included both earthquake and flood hazard analysis for the hazard mitigation planning process.

#### FEMA Benefit Cost Analysis (BCA)

Proficient with FEMA's BCA software and data requirements. Projects include BCA determinations on flood mitigation projects encompassing hundreds of structures for the cities of Tulsa and Oklahoma City.

#### Reconnaissance projects, ODOT

Responsible for generating all necessary maps, including location maps, detour maps, utility maps, topographic maps, soils maps, and composite maps showing hazards and other relevant information.

#### Community Assistance Visit (CAV)

Assisted with data analysis in preparation for FEMA CAV. Compiled current and historical parcel floodplain status using LiDAR data, digital FEMA National Flood Hazard Data (NFHL) and historical FIRMs.

#### Summary of Map Actions (SOMA)

Assisted with SOMA preparation by classifying Letters of Map Amendments (LOMA) for entry into the Mapping Information Platform (MIP).

### Education

- MS/1994/Forest Resources, University of Georgia
- BS/1985/ Industrial & Systems Engineering, University of Florida

### Professional Certifications

- Geographic Information Systems Professional
- Certified Floodplain Manager

### Professional Affiliations

- South Central Arc User Group
- Oklahoma Floodplain Managers Association

# Michael Crouch, GISP, CFM

## Risk Assessments/Capabilities



### Professional Summary

Mr. Couch serves at the helm of the GIS department and offers 15 years of experience in GIS. His experience reaches the full gamut of GIS development, with an emphasis in hazard mitigation. Projects over the years have consisted of FEMA Benefit Cost Analyses for flood mitigation projects, critical facilities mapping for Hazard Mitigation Plans, and floodplain map updates (and other risk products) for FEMA DFIRM updates and local master drainage plans. He has also managed and performed utility inventories, easement mapping, impervious area analyses, GIS needs assessments, and GIS web viewer setup and management for dozens of clients.

Michael has helped many Oklahoma communities map and mitigate their risks from floods and other natural hazards. He performed the original mapping and FEMA Benefit Cost Analyses for the multi-million-dollar City of Kingfisher floodplain property buyout program. He performed and managed the work of floodplain map updates, watershed discovery meetings, and other risk product updates under Meshek's FEMA CTP contract with the Oklahoma Water Resources Board since 2011. He manages the City of Tulsa Storm Sewer Condition Assessment program and managed the GIS mapping for the City of Tulsa Hazard Mitigation Plan 2019 Update..

### Project Experience

#### FEMA Benefit Cost Analysis

Performed and managed Benefit Cost Analyses (BCA) for the Cities of Oklahoma City, Tulsa, Kingfisher, and Stillwater, OK. The Kingfisher BCA project has involved supporting grant administrators and relocation services since the implementation of the voluntary acquisition program.

#### FEMA DFIRM / Risk Products Updates

Performed FIRM panel updates for Halff Associates in Cooke County and Dallas County, TX. Performed DFIRM and non-regulatory products updates (floodplain mapping, analysis grids, FIRM panel production) for study updates in Broken Arrow and El Reno, OK; managed DFIRM data and risk products for other studies statewide including Norman and Tulsa, OK. Conducted and managed HUC-8 Watershed Discovery / Engagement meetings statewide.

#### Master Drainage Plan Mapping for Oklahoma

Performed mapping for Oklahoma municipalities including the cities of Oklahoma City, Tulsa, Claremore, Sapulpa, and Woodward.

#### Hazard Mitigation Plans

Developed Multi-hazard Mitigation Plans and performed GIS mapping of critical facilities for seven counties and constituent communities. Managed the GIS mapping components, including web portals, of the City of Tulsa Hazard Mitigation Plan 2019 update.

### Education

- BS/2004/ Management Information Systems, Oklahoma State University, Graduated Cum Laude

### Professional Certifications

- Geographic Information Systems Professional
- Certified Floodplain Manager
- FEMA Benefit Cost Analysis, Emergency Management Institute, 2010

### Professional Affiliations

- South Central Arc User Group
- Oklahoma Floodplain Managers Association

# Anne Vest

## Planning and Grants Manager



### Professional Summary

Ms. Vest began her ten-year career in Hazard Mitigation at the Nebraska Emergency Management Agency in 2010. In 2014, while the state was recovering from multiple disasters, she assumed the role as the State Hazard Mitigation Officer (SHMO) for Oklahoma. During her time as SHMO, Ms. Vest was directly responsible for \$100 million in Federal Hazard Mitigation Assistance (HMA) funds, and the review and approval of Local Hazard Mitigation Plans. In 2016 she received the FEMA Regional Administrators Award for her work on streamlining Hazard Mitigation and Hazard Mitigation Planning throughout FEMA Region VI. She has conducted the FEMA G318 Local Hazard Mitigation Planning workshop throughout Oklahoma on several occasions. She was also a key contributing member of the first formal Regional Advisory Council subcommittee for Mitigation Planning where she assisted in the development of streamlined planning tools now being used throughout FEMA Region VI. In her previous role as a planning consultant, Ms. Vest served as project manager to develop FEMA-approved hazard mitigation plans for 14 counties and 96 municipalities in Oklahoma. Ms. Vest has extensive working knowledge of federal pre- and post-disaster grant programs including Hazard Mitigation Assistance, EMAP, NFIP, and the CRS.

### Project Experience

#### **Hazard Mitigation Plan Update, 2019, City of Tulsa**

Project Manager, responsible for updating the City of Tulsa Hazard Mitigation Plan. This includes: Coordinating and facilitating planning team and public meetings and perform or oversee data collection, documentation, plan development and plan approval by FEMA and the Community Rating System.

#### **Hazard Mitigation Plan Update, 2020, City of Stillwater**

Project Manager, responsible for updating the City of Stillwater Hazard Mitigation Plan. This includes: Coordinating and facilitating planning team and public meetings and perform or oversee data collection, documentation, plan development and plan approval by FEMA and the Community Rating System.

#### **HMGP Acquisition and Demolition, City of Kingfisher, Oklahoma**

Grant Project Manager including all financial recordkeeping and the preparation, submission, and coordination of all required documentation for reimbursement requests and audits.

#### **Colorado Hazard Mitigation Plan Update 2018, DHS & Emergency Management, CO**

Project Manager. Provided project management and technical guidance on a consultant team during the 2018 update of Colorado's Hazard Mitigation Plan. Provided technical guidance on the FEMA enhanced state mitigation plan requirements and researched and wrote related plan sections. Lead the development of risk assessment updates a variety of hazards including avalanche, geological (landslide, earthquake, expansive soils, subsidence, radon), drought, flood, and infrastructure failure. Included Hazus Level 1 flood analyses for counties that did not have Digital Flood Insurance Rate Maps.

#### **Flood Exercise Development, Urban Drainage and Flood Control District, Colorado**

Project Manager. Assisted the District with the development of a combined tabletop and functional flood exercise involving a catastrophic flood to test the District's response and recovery procedures. Coordinated exercise planning meetings, stakeholder involvement, scenario design, and exercise control and evaluation services.

### Education

- MA/2013/Executive Development for the Public Sector, Ball State University
- MA/2013/Adult and Community Education, Ball State University
- BS/2010/Psychology/ Disaster Management, Northwest Missouri State University

### Professional Affiliations

- Disaster Resilience Network – Board Member, 2018-Present
- National Emergency Management Association
- Natural Hazard Mitigation Association–Board Member, 2019-Present
- Oklahoma Emergency Management Association
- Oklahoma Floodplain Management Association–Mitigation Chair, 2019-Present

# Philip Berry AICP

## Mitigation Strategy



### Professional Summary

Mr. Berry brings nearly a decade of long-range and master planning to the team. His experience, both as a city planner and as a consultant, specializes in hazard mitigation and includes comprehensive and master planning, hazard mitigation planning, public engagement and meeting facilitations, Arc-GIS mapping and analysis, land-use and environmental planning, plan review, and project management.

Philip has experience in reviewing city ordinances and guidance documents, incorporating new ordinances and codes, identifying potential barriers and areas of incentive for GI / LID, reviewing and providing recommendations for parking requirements, reviewing and providing recommendations for irrigation requirements in landscaping ordinances.

### Project Experience

#### Hazard Mitigation Plan Update 2019, City of Stillwater

Planner responsible for researching, writing, and contributing to the hazard mitigation plan update. This project has included strong emphasis on stakeholder and community engagement including plan goal-setting. The project is currently underway.

#### Hazard Mitigation Plan Update 2019, Mayes County

Planner responsible for updating the county's risk assessment and hazard mitigation plan. The project began in September 2018 and is currently awaiting FEMA approval. Responsibilities include researching, writing, and contributing to the hazard mitigation plan update.

#### Hazard Mitigation Plan Update 2018, City of Tulsa

Planner responsible for researching, writing, and contributing to the hazard mitigation plan update. Accessed hazards and community resources and created a prioritization system for mitigation measures.

#### Landscape Regulations Update, City of Tulsa

Project Manager responsible for updates to the landscape zoning code requirements including public engagement, draft code review, and revision coordination. This project represents individual experience and is not part of Meshek's project portfolio.

### Education

- MEPD/2012/College of Environment and Design, University of Georgia
- BS/2006/Biology, Texas A&M University

### Professional Certifications

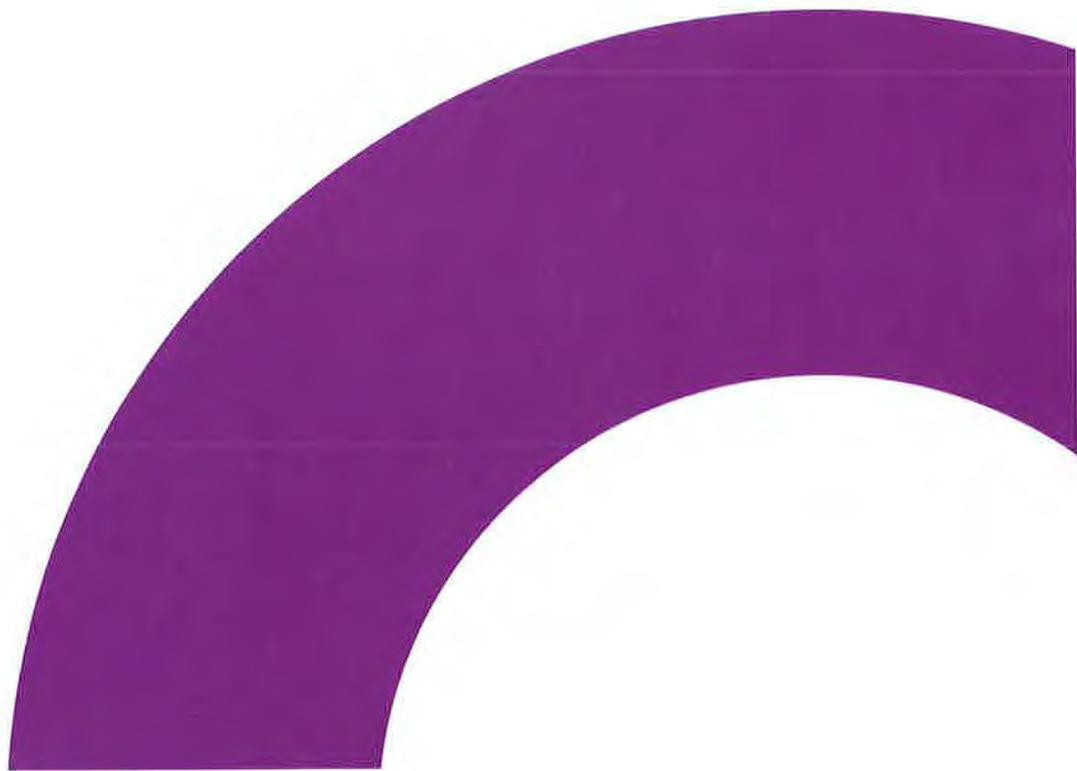
- American Institute of Certified Planners, No. 31784

### Professional Affiliations

- American Planning Association
- Oklahoma Emergency Management Association
- Oklahoma Floodplain Management Association

**APPENDIX E – TERMS AND CONDITIONS**

---



**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:
AW			

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:
ADW			

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:
ADW			

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:
ADW			

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:
ADW			

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:
ADW			

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:
ADW			

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:
ADW			

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:
ADW			

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:
ADW			

**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:
ADW			

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:
ADW			

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:
ADW			

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:
ADW			

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:
ADW			

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:
ADW			

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:
ADW			

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:
ADW			

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

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

5. Cooperate with any successor Contractor, 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:
ADW			

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:
AW			

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:
AW			

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:
ADW			

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:
ADW			

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:
ADW			

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

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

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

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

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

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

**1. WORKERS' COMPENSATION INSURANCE**

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

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

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

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

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

**3. EVIDENCE OF COVERAGE**

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

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

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

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

**4. DEVIATIONS**

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

**J. ANTITRUST**

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

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:
ADW			

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:
ADW			

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:
ADW			

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:
ADW			

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:
ADW			

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:
ADW			

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:
ADW			

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

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

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

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

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

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

**U. NO OBLIGATION BY FEDERAL GOVERNMENT**

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

**V. SUSPENSION AND DEBARMENT**

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the provider is required to verify that none of the provider's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The provider must comply with 2 C.F.R. pt. 180, sub-part C and 2 C.F.R. pt. 3000, sub-part C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by NEMA. If it is later determined that the provider did not comply with 2 C.F.R. pt. 180, sub-part C and 2 C.F.R. pt. 3000, sub-part C, in addition to remedies available to NEMA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, sub-part C and 2 C.F.R. pt. 3000, sub-part C while this offer is valid and throughout the period of any contract that may arise from

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

**W. CLEAN AIR ACT**

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

**X. FEDERAL WATER POLLUTION CONTROL ACT**

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

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

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

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

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

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

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

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

The Contractor, \_\_\_\_\_, 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.

*Officia Williams*

Signature of Contractor's Authorized Official

*Associate Project Manager*

Name and Title of Contractor's Authorized Official

*1-27-20*

Date

**Z. ACCESS TO RECORDS**

The following access to records requirements apply to this contract:

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

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

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

**IV. PAYMENT**

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

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

**B. TAXES (Statutory)**

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

**C. INVOICES**

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

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

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

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

**D. INSPECTION AND APPROVAL**

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

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

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

**E. PAYMENT (Statutory)**

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

**F. LATE PAYMENT (Statutory)**

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

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

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

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

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