



Contingency Tech Staffing for FEMA Recovery Programs Technical Proposal (FILE 1 OF 3)

ORIGINAL

REQUEST FOR PROPOSAL (RFP) FOR CONTRACTUAL SERVICES NO 6248 Z1
State of Nebraska | State Purchasing Bureau

April 7, 2020 | 2:00 PM Central Time

Deloitte & Touche LLP | 1601 Dodge Street, Suite 3100, Omaha, NE 681021



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April 7, 2020

Annette Walton / Nancy Storant
State Purchasing Bureau
1526 K St. Ste.130
Lincoln, NE 68508

On behalf of **Deloitte**¹ and our service team, I am pleased to present our proposal response (the "Response") to provide the State of Nebraska (the State) with knowledgeable and experienced personnel familiar with FEMA programs administered under the Stafford Act or National Flood Insurance Act (NFIA), i.e. Public Assistance (PA), Individual Assistance (IA), Hazard Mitigation Grant Programs (HMGP).

The administration and oversight of multi-billion-dollar grant funding is a critical undertaking that presents significant responsibilities, risks, and opportunities for the State. As services providers, **the Deloitte Team**² understands what's at stake and what it takes to achieve desired outcomes. We are eager to provide **our extensive experience, leading practice insights, qualified multi-disciplinary team, demonstrated methods, scalable approaches, configurable tools and innovation credentials** to meet your circumstances.

The following pages include applicable required forms as well as our corporate overview and technical approach as requested in the Solicitation. It is our sincere hope that this proposal demonstrates our unmatched capability to provide quality service engagements and tangible outcomes in support of your mission critical objectives. **We further acknowledge receipt and understanding of the requirements issued under Addendum One – Change in Procurement Procedure and Addendum Two, Questions and Answers.**

We welcome the opportunity to answer any questions you or members of the Evaluation Committee may have. Please don't hesitate to reach me at **+1 (512) 695-6292** or kschwerdtfeger@deloitte.com.

Sincerely,

Kathie Schwerdtfeger
Partner
Deloitte & Touche LLP

¹ As used in this document, "Deloitte" or "Deloitte Risk and Financial Advisory" refers to Deloitte & Touche LLP, which provides audit and enterprise risk services; Deloitte Financial Advisory Services LLP, which provides forensic, dispute, and other consulting services; and its affiliate, Deloitte Transactions and Business Analytics LLP, which provides a wide range of advisory and analytics services. Deloitte Transactions and Business Analytics LLP is not a certified public accounting firm. These entities are separate subsidiaries of Deloitte LLP. Deloitte & Touche LLP will be responsible for the services and the other subsidiaries may act as subcontractors.

² As used in this document, "Deloitte Team" refers to Deloitte & Touche LLP and its proposed teaming partners, Florida Disaster Consulting (FDC). Deloitte will serve as the prime contractor for this proposal with FDC serving as its subcontractors. As such, Deloitte bears responsibility for the services being offered under this proposal.

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REQUIRED FORMS

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REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance

CONTRACTOR MUST COMPLETE THE FOLLOWING

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.

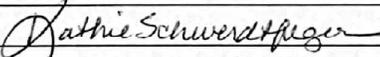
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

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:	Deloitte & Touche LLP
COMPLETE ADDRESS:	1601 Dodge St Ste 3100, Omaha, NE 68102
TELEPHONE NUMBER:	+1 (512) 695-6292
FAX NUMBER:	+1 (512) 480-1333
DATE:	April 7, 2020
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Kathie Schwerdtfeger, Partner

BIDDER PROPOSAL POINT OF CONTACT

Form A
Bidder Proposal Point of Contact
Request for Proposal Number 6248 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:	Deloitte & Touche LLP
Bidder Address:	1601 Dodge St Ste 3100, Omaha, NE 68102
Contact Person & Title:	Kathie Schwerdtfeger, Partner
E-mail Address:	kschwerdtfeger@deloitte.com
Telephone Number (Office):	+1 (512) 691-2333
Telephone Number (Cellular):	+1 (512) 695-6292
Fax Number:	+1 (512) 480-1333

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:	Deloitte & Touche LLP
Bidder Address:	1601 Dodge St Ste 3100, Omaha, NE 68102
Contact Person & Title:	Kathie Schwerdtfeger, Partner
E-mail Address:	kschwerdtfeger@deloitte.com
Telephone Number (Office):	+1 (512) 691-2333
Telephone Number (Cellular):	+1 (512) 695-6292
Fax Number:	+1 (512) 480-1333

SECTIONS II THROUGH IV

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See next page for content

II. TERMS AND CONDITIONS

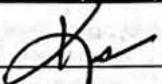
Bidders should complete Sections II through VI as part of their proposal. Bidders should read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause 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 RFP Response (Initial)	NOTES/COMMENTS:
			We request that Contractor's proposal be above the RFP in the order of precedence

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

1. Request for Proposal and Addenda;
2. Amendment 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 Contract Award with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) the bidder's submitted Proposal, 4) Amendments to solicitation and any Questions and Answers, and 5 4) the original solicitation document and any Addenda, ~~and 5) the bidder's submitted Proposal.~~

Any ambiguity in any provision of this contract which shall be discovered after its execution 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 RFP Response (Initial)	NOTES/COMMENTS:
K			

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

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 RFP Response (Initial)	NOTES/COMMENTS:
		<i>KS</i>	Edits to ensure the change order process is mutual and agreed to by both State and Contractor

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 parties 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 RFP Response (Initial)	NOTES/COMMENTS:
<i>KS</i>			

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 RFP Response (Initial)	NOTES/COMMENTS:
		<i>KS</i>	If Contractor encounters issues or expected or actual delays, it will notify of the same.

If Contractor encounters issues in performing its obligations under ~~breaches the contract~~ or anticipates delays in performing its obligations under ~~breaching the contract~~, the Contractor shall immediately give written notice to the State. The notice shall explain the issue or delay ~~breach or potential breach~~, a proposed solution or mitigation ~~cure~~, and may include a request for a waiver of the breach obligation if so desired. The State may, in its discretion, temporarily or permanently waive the obligation 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 RFP Response (Initial)	NOTES/COMMENTS:
		<i>KS</i>	Substitute language proposed below for breach as well as a reasonable, commercially standard limitation on Contractor's liability

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 if found incurable or pursuant to the State's other termination rights under this contract. In case of default of the Contractor, the State may contract the service not yet performed from other sources and hold the Contractor responsible for any excess cost occasioned thereby seek as damages from the Contractor any excess professional fees paid by the State to other sources above the fees that the State would have paid Contractor for such services 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.

Each party, its subsidiaries and subcontractors, and their respective personnel shall not be liable to the other for any claims, liabilities, or expenses relating to this Agreement ("Claims") for an aggregate amount in excess of (i) in the case of Contractor, the fees paid by the State to Contractor under this Agreement during the twelve (12) month period immediately proceeding the date on which the first Claim accrued or (ii) in the case of the State, the fees paid and incurred but not yet paid by the State to Contractor pursuant to this engagement, except to the extent resulting from their recklessness, bad faith or intentional misconduct. In no event shall either party, its subsidiaries or subcontractors, or their respective personnel be liable to the other for any loss of use, data, goodwill, revenues or profits (whether or not deemed to constitute a direct Claim), or any consequential, special, indirect, incidental, punitive or exemplary loss, damage, or expense relating to this Agreement. In circumstances where this limitation on damages provision hereunder is unavailable, the aggregate liability of each party, its subsidiaries and subcontractors, and their respective personnel for any Claim shall not exceed an amount that is proportional to the relative fault that their conduct bears to all other conduct giving rise to such Claim.

K. NON-WAIVER OF BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>KS</i>			

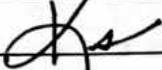
The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

L. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>KS</i>			

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 particular provision held to be invalid.

M. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			We propose that reasonable, commercially standard parameters be placed around our indemnification obligations.

1. GENERAL

The Contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all 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, arising out of, resulting from, or attributable to third party claims for bodily injury (including death) or damage to real or tangible personal property to the extent directly caused by the willful misconduct, negligence, or negligent error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, 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 RFP.

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 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 (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 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 RFP Response (Initial)	NOTES/COMMENTS:
		<i>[Signature]</i>	Clarification proposed below

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay Contractor agrees that the State may seek award of 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 State is the prevailing party.

O. ASSIGNMENT, SALE, OR MERGER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>[Signature]</i>			

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.

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

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>[Signature]</i>			

This contract is for use by the Nebraska Emergency Management Agency (NEMA).

This contract is not for use by political subdivisions when Federal reimbursement will be requested. This contract meets Federal requirements for Nebraska State Level Contracting.

- The State warrants to Contractor that it will not request for any other contract for the same work within the term of the contract. 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.
- The State may terminate the contract if the Contractor fails to perform the contract in accordance with the following terms:
 - The Contractor has failed to perform the contract in accordance with the terms of the contract.
 - The Contractor has failed to provide the State with the necessary information to perform the contract.
 - The Contractor has failed to provide the State with the necessary information to perform the contract.

Q. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>JS</i>			

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). The party so affected shall immediately give notice to the other party, and shall have the burden of proof to justify the request. The other party may grant 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.

R. CONFIDENTIALTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>JS</i>			

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

It is incumbent upon the Contractor to inform its 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 to Contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a Contractor, 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.

S. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>JS</i>			

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.

T. CONTRACT CLOSEOUT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		Ks	Edit provided below to clarify that those paid for should be owned by the State, and to allow the parties to negotiate and agree on fair termination fees in the event of e.g., managed services for which their will be already sunk costs.

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 upon payment thereof;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor Contactor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contactor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim. Upon any termination, Contractor will be paid for all services performed through termination, including pro rata work in progress and any termination fee agreed upon in advance in writing given the nature of the services to address unavoidable costs incurred by Contractor.

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR/OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		Ks	Please consider the clarification provided below for necessitated changes.

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 (which shall not be unreasonably withheld), except in the event of serious illness, separation from services, or serious personal circumstances. 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 RFP Response (Initial)	NOTES/COMMENTS:
W			

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 Request for Proposal 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 OPPORUNITY 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

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

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the contractor, F.O.B. destination named in the solicitation. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

G. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
K			

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 RFP Response (Initial)	NOTES/COMMENTS:
		KW	We only ask, per proposed edits below, that this be clarified such that such rights are granted upon payment for the given deliverables/software/documentation, which aligns with the relevant Federal requirements as those rights are based on Federal funds having been paid for the given software/documentation and excludes any pre-existing Contractor Materials.

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 upon full payment thereof. 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, except for any Contractor Materials contained therein.

For purposes of this section, "Contractor Materials" means all works of authorship, materials, information and other intellectual property created prior to or independently of the performance of the Services, or created by the Contractor or its subcontractors as a tool for their use in performing the Services, plus any modifications or enhancements thereto and derivative works based thereon.

I. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		KW	We accept the requirements. We have proposed minor edits to align with how our coverage is written.

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; or
2. Require each subcontractor to have equivalent insurance, or alternatively commensurate with the risks presented by such Subcontractors in their performance of services as defined under the contract, as determined by the Contractor, 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, or alternatively commensurate with the risks presented by such Subcontractors in their performance of services as defined under the contract, as determined by the Contractor. 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 six months of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, provided coverage required by this contract for the term of the contract and six months 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 contractor's 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 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 Contractor's vicarious liability for 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, vicarious liability for Independent Contractors, Personal and Advertising Injury, and Contractual Liability coverage for insured contracts. The policy shall include the State, and others as required by the contract documents, as Additional Insured(s) with respect to Contractor's acts or omissions in performance of services as defined under contract. This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory with respect to additional insured status. The COI shall maintain 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.

COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises	\$300,000 each occurrence
Contractual Liability for Insured Contracts	Included
Vicarious Liability for Independent Contractors	Included
Abuse & Molestation	Included
If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence and annual aggregate
PROFESSIONAL LIABILITY	
IT Professional Liability (Errors & Omissions)	\$5,000,000 Per Claim/Aggregate
All Other Professional Liability (Errors & Omissions)	\$15,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3 rd Party Fidelity	\$1,000,000 Each Loss
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Commercial General Liability, Commercial Automobile Liability and "Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name <u>include</u> 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 <u>with respect to Contractor's acts or omissions in performance of services as defined under contract.</u> "	

3. EVIDENCE OF COVERAGE

The Contractor should furnish the Contractor Manager, with an industry standard ACORD certificate of insurance coverage complying with the above requirements prior to beginning work at

Nebraska Emergency Management Agency
 Attn: Recovery Section Administrator
 1526 K St.
 Lincoln, NE 68508

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 the minimum amounts and types of coverage afforded required hereunder. 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—reported to the contract manager as listed above by Contractor when issued if replacement insurance coverage meeting the requirements and specifications herein cannot be obtained and a new coverage binder evidencing replacement coverage 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 RFP Response (Initial)	NOTES/COMMENTS:
W			

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 RFP Response (Initial)	NOTES/COMMENTS:
W			

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 services 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 RFP Response (Initial)	NOTES/COMMENTS:
W			

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 RFP Response (Initial)	NOTES/COMMENTS:
W			

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 between the State and the Contractor.

N. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
W			

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 services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

O. NEBRASKA TECHNOLOGY ACCESS STANDARDS (STATUTORY)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
W			

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 RFP Response (Initial)	NOTES/COMMENTS:
W			

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue 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 RFP Response (Initial)	NOTES/COMMENTS:
W			

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 RFP Response (Initial)	NOTES/COMMENTS:
		W	Clarifying the services warranty provided hereunder and clarifying there are no implied warranties.

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. EXCEPT FOR THE WARRANTIES EXPRESSLY PROVIDED HEREIN, CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES, INCLUDING IMPLIED WARRANTIES SUCH AS WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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

S. DHS SEAL, LOGO, AND FLAGS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
W			

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. 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.
3. The bidder or proposer agrees to comply with the requirements of 2 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

4. 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.
5. 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.
6. 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.

Kathie Schwerdtfeger
Signature of Contractor's Authorized Official

Kathie Schwerdtfeger, Partner
Name and Title of Contractor's Authorized Official

April 7, 2020
Date

Z. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

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

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

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

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (STATUTORY)

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

B. TAXES (STATUTORY)

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

C. INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>KS</i>			

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

NEMA
2433 NW 24th Street
Lincoln, NE 68524

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 RFP Response (Initial)	NOTES/COMMENTS:
		<i>KE</i>	Clarification that this would be at a project worksite

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 primarily performed if there is a project worksite, 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)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>KE</i>			

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408). 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 services provided by the Contractor prior to the Effective Date, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT

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 (FIRST PARAGRAPH IS 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.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		K	We request the threshold be modified to be 5%.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds ~~five~~ one-half-of-one-percent (.5% of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

COMPLETED ATTACHMENT A – BIDDER' QUESTIONNAIRE

ATTACHMENT A – BIDDER QUESTIONNAIRE

**Attachment A - Revision One
Bidder Questionnaire
RFP 6248 Z1**

Bidder Name: _____

Bidder should provide a response to all questions in this attachment to meet the requirements of the RFP.

CORPORATE OVERVIEW

FINANCIAL STATEMENTS AND INFORMATION

1.1

The bidder should provide financial statements applicable to the firm. If publicly held, the bidder should provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, should be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm should provide a banking reference.

The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

The State may elect to use a third party to conduct credit checks as part of the corporate overview evaluation.

Response:

Bidder information including our full company name, headquarter address, organization classification, state of incorporation and year of organization are provided in **Table 1** below:

TABLE 1: BIDDER IDENTIFICATION AND INFORMATION

Full Company Name	Deloitte & Touche LLP
Headquarter Address	30 Rockefeller Plaza 41st floor New York, NY 10112
Entity Organization	Limited Liability Partnership
State of Incorporation	Delaware
Year of Organization	1993
Changes in Name and Form of Organization	Yes

Brief history of Deloitte

The predecessor organizations of Deloitte date back to **1845**, when William Welch Deloitte opened his own accountancy office in London and soon became the profession's first independent auditor. Several mergers and almost a century later, the practices of Deloitte Haskins & Sells and Touche Ross & Co. combined under the name Deloitte & Touche. In 1993, the international firm was renamed Deloitte Touche Tohmatsu (DTT) to reflect the contribution from a well-known and respected Japanese accounting firm that was part of the Touche Ross international network.

In 2010, DTT became **Deloitte Touche Tohmatsu Limited (DTTL)**, a UK private company limited by guarantee, and its network of member firms, each of which is a legally separate and independent entity. Each member firm provides services in a geographic area and is subject to the laws and professional regulations of the country or countries in which it operates.

Deloitte in the United States

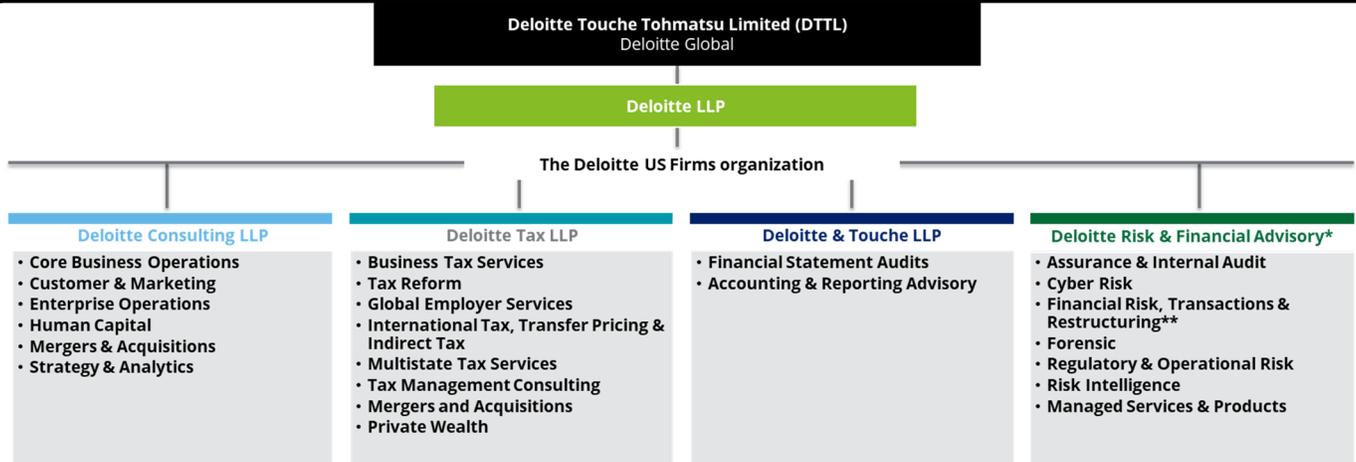
In the United States, Deloitte LLP and Deloitte USA LLP are member firms of DTTL. The subsidiaries of Deloitte LLP provide industry-leading audit, consulting, tax, and advisory services to many of the world's most admired brands, including 80 percent of the Fortune 500 and 44 of the 50 US States and the District of Columbia. Our people work across 19 industry sectors with one purpose: to deliver measurable, lasting results. We help inspire clients to make their most challenging business decisions with confidence and help lead the way toward a stronger economy and a healthy society.

Organizational structure

Deloitte LLP and its subsidiaries have more than **94,000 professionals** working in four key business areas — audit, advisory, tax and consulting — but our real strength comes from combining the talents of those groups to address clients' business needs. Deloitte LLP is the member firm of Deloitte Touche Tohmatsu Limited (DTTL).

As illustrated in **Figure 1**, Deloitte LLP and its subsidiaries are organized as **limited liability partnerships incorporated in the State of Delaware**. The dates these partnerships went live are as follows:

- Deloitte LLP – 1994
- **Deloitte & Touche LLP – 1997**
- Deloitte Consulting LLP -1996
- Deloitte Tax LLP - 2003
- Deloitte Financial Advisory Services LLP - 2003
- Deloitte Transactions and Business Analytics LLP - 2013



*Encompasses Deloitte & Touche LLP, Deloitte Financial Advisory Services LLP, Deloitte Transactions and Business Analytics LLP and Deloitte Corporate Finance LLC
 **Deloitte Corporate Finance LLC ("DCF"), member FINRA, is a wholly-owned subsidiary of Deloitte Financial Advisory Services LLP. Investment banking products and services within the United States are offered exclusively through DCF.

Figure 1: Organizational Structure of DTTL and its subsidiaries

The **services being proposed under this solicitation response will be delivered by Deloitte Risk & Financial Advisory**. However, other Deloitte subsidiaries and/or affiliates may serve as subcontractors under any resulting contracts.

1.B. OFFICE LOCATION

Our **Omaha office** located at **1601 Dodge Street, Suite 3100, Omaha, NE 68102** will be responsible for performance pursuant to an award of a contract with the State of Nebraska.

1.1. FINANCIAL STATEMENT AND INFORMATION

Deloitte LLP and its subsidiaries (the "U.S. Firms") provide audit, advisory, tax, and consulting services through almost 107,000 people in 105 cities. For the most recent fiscal year ended June 1, 2019, the U.S. Firms had revenue of U.S. \$21.9 billion.

Since the U.S. Firms are privately owned partnerships, they do not have audited financial statements, nor do they file other corporate financial information such as a 10-K. Should you have additional questions regarding the financial information, please contact Janet Lewell, Chief Financial Officer of Deloitte LLP, at (212) 436-5655 or Anissa Nelson-Carlisle, Chief Accounting Officer of Deloitte LLP, at (615) 259-1823.



Further, although the U.S. Firms do not have a rating from one of the nationally recognized credit rating agencies, their privately placed debt is assigned a designation by the National Association of Insurance Commissioners ("NAIC"). The U.S. Firms' privately placed debt carries an NAIC 1 designation, NAIC's highest designation, which is comparable to an A or better rating from one of the nationally recognized rating agencies.

Our **financial information is considered confidential information** and is being provided to you in a **separate file labeled "Proprietary Information."** The use of this information is restricted to your consideration in providing you professional services. Any other use or circulation of this information is prohibited.

Judgements, pending or expected litigation

Quality and integrity are at the heart of everything we do at Deloitte. Both are evident in the decisions and actions of our practitioners, in the services Deloitte member firms provide to clients globally, and in the way we interact with each other. **We continue to put quality first** as we strive to be consistently recognized for world-class quality and risk management and for our commitment to the public interest. As an organization that values the quality of its products and services, **the State of Nebraska should expect a similar commitment to quality** from its service providers – **you can be comforted of our commitment to quality.**

At this time, there are no known judgements, pending or expected litigation, or other real or potential financial reversals, which should materially affect the viability or stability of our organization.

1.2	<p>CHANGE OF OWNERSHIP</p> <p>If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership with Contractor will require notification to the State.</p>
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Response:
 There are no changes in ownership or control of the company anticipated during the twelve (12) months following the proposal due date.

1.3	<p>RELATIONSHIPS WITH THE STATE</p> <p>The bidder should describe any dealings with the State over the previous five (5) years. If the organization, its predecessor, or any Party named in the bidder’s proposal response has contracted with the State or any political sub-divisions of the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.</p>
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Response:



For more than 35 years, and through multiple projects, the Deloitte Team has been proud to call the Cornhusker State our home. With more than 148 professionals based out of our Omaha office, as well as 94,000+ professionals across the United States, we possess an **unmatched scale and breadth** to implement your disaster recovery technical assistance needs.

Table 2 below provides a summary of our service engagement with the State and our familiarity with its culture, operations, systems, people and issues.

TABLE 2: DELOITTE TEAM SERVICE EXPERIENCE IN THE STATE OF NEBRASKA

Client	Service Provider	Service Dates	Service Description
Nebraska Department of Health and Human Services	Deloitte	11/1/2017-9/30/2024	Implementation of the Data Management and Analytics (DMA) Platform for Medicaid and Long-Term Care (MLTC)

1.4	<p>BIDDER'S EMPLOYEE RELATIONS TO STATE</p> <p>If any Party named in the bidder's proposal response is or was an employee of the State within the past 60 months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.</p> <p>If any employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor of the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.</p>
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Response:

At this time, **no party name in our proposal response is or was an employee of the State within the past sixty (60) months.** Further, **no employee of any agency of the State of Nebraska is employed by Deloitte or its subcontractors** as of the due date for proposal submission.

1.5	<p>CONTRACT PERFORMANCE</p> <p>If the bidder or any proposed subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice of contract performance delivery due to the bidder's non-performance or poor performance, and the issue was either litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder was in default.</p> <p>It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other Party's name, address, and telephone number. The response to this section shall describe the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.</p> <p>If at any time during the past five (5) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding the termination, including the name and address of the other contracting Party.</p>
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Response:

Deloitte & Touche LLP is precluded by professional standards from discussing the specifics of matters relating to our clients without their express permission. We do, however, wish to be responsive to your request and, accordingly, we would be pleased to discuss further our commitment to quality.

SUMMARY OF BIDDER’S CORPORATE EXPERIENCE

The bidder should provide a summary matrix listing the bidder’s previous projects similar to this solicitation in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder should address the following:

1.6

- i. Provide narrative descriptions to highlight the similarities between the bidder’s experience and this solicitation. These descriptions should include:
 - a) The time period of the project;
 - b) The scheduled and actual completion dates;
 - c) The Bidder’s responsibilities;
 - d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
 - e) Each project description should identify whether the work was performed as the prime Contractor or as a subcontractor. If a bidder performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
- ii. Bidder and subcontractor(s) experience should be listed separately. Narrative descriptions submitted for subcontractors should be specifically identified as subcontractor projects.
- iii. If the work was performed as a subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

Response:

For more than thirty (30) years, the Deloitte Team has played critical roles in serving clients by helping define Stafford Act and NFIA disaster recovery grants management strategies, establish governance and reporting structures, define grant performance indicators, develop policies and procedures, implement supporting technology and accelerators, provide grants management technical assistance, perform financial accounting reconciliations and audits, execute subrecipient monitoring, facilitate grant closeout and support response to regulatory inquiries in connection to some of the largest natural disasters affecting the United States and its territories (see **Figure 2** below).

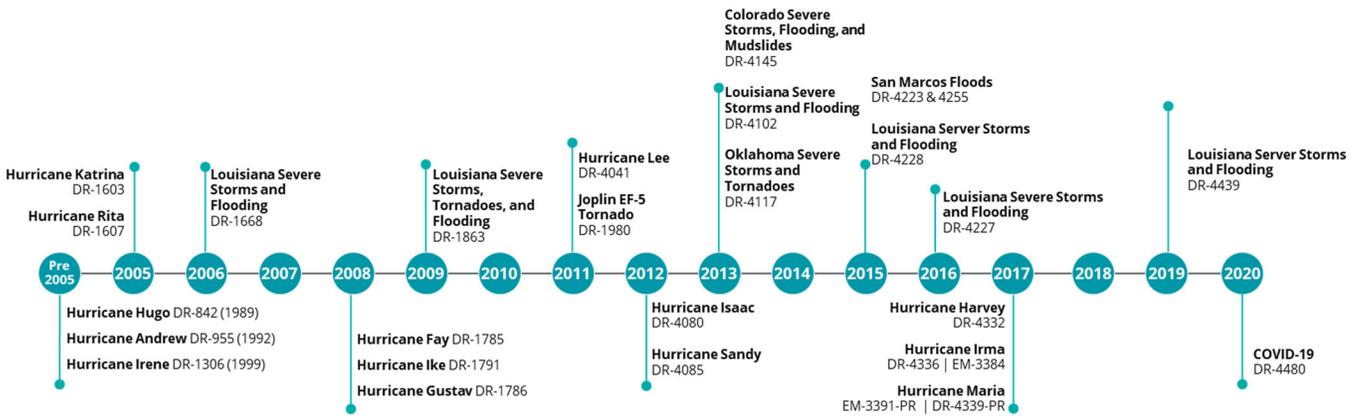


Figure 2: Deloitte federal disaster declaration experience serving

We bring applicable federal, state and local perspective to help you anticipate and address the complex challenges you may face in administering FEMA programs administered under the Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 et seq. (Stafford Act) for National Flood Insurance

Act (NFIA), i.e. Public Assistance (PA), Individual Assistance (IA), Hazard Mitigation Grant Programs (HMGP). Our projects develop internal controls to help maximize funding; evaluate the risk of fraud and abuse; evaluate compliance with grant requirements (e.g., duplication of benefits and improper payments); issue programmatic reports; and establish and execute corrective plans.

We understand that a long history of accomplishments is a critical factor when looking at professional services providers. It is also important that qualified providers have recent successes that demonstrate knowledge of up-to-date regulations, processes, technologies, perspectives, trends, and issues.

Table 3 and **Table 4**, provide a summary matrix listing of our experience on projects similar to this solicitation on size, scope, and complexity (for Deloitte and its subcontractors.)

TABLE 3: SUMMARY MATRIX OF BIDDER'S EXPERIENCE

Client	Service Dates	Public Assistance	HMGP	PW Prep & Review	Data Analysis	PW Technical Components	Debris Mgmt	HMGP Application	Expense Doc. Review	Technical Assistance
New York State Division of Homeland Security and Emergency Services (DHSES) COVID-19 pandemic response and recovery coordination	2020 - Present	■	■		■	■				■
State of Louisiana – Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) FEMA PA + HMGP Technical Assistance and Professional Consulting Hurricanes Katrina, Rita, Gustav, Ike and multiple sever floodings and storms	2006 – Present	■	■	■	■	■	■	■	■	■
State of Louisiana Facility Planning & Control (FP&C)		■	■	■	■	■	■		■	■
City of New Orleans		■		■	■	■	■		■	■
St. Bernard Parish (SBP)		■		■	■	■	■		■	■
Louisiana State-wide Recovery School District (RSD)		■	■	■	■	■	■	■	■	■
Jefferson Parish Public School System (JPPSS)		■		■	■	■	■		■	■
St. Bernard Parish Sheriff's Office		■		■	■	■	■		■	■
City of New Orleans Sewerage and Water Board (SWBNO)		■		■	■	■	■		■	■
Cameron Parish		■		■	■	■	■		■	■
Plaquemine's Parish		■		■	■	■	■		■	■
City of Kenner	■		■	■	■	■		■	■	
State of Texas Division of Emergency Management (TDEM) FEMA PA + HMGP Technical Assistance and end-to-end program administration services related Hurricane Harvey + COVID-19	2018 – Present	■	■	■	■	■	■	■	■	■
Commonwealth of Puerto Rico, Public-Private Partnerships Authority, COR3 FEMA PA + HMGP Technical Assistance and Disaster Recovery Strategic and Compliance Services Assistance for Hurricane Maria	2018 – Present	■	■	■	■	■	■	■	■	■
State of Colorado Division of Homeland Security and Emergency Management (DHSEM) FEMA PA Program Administration, Technical Assistance and Accounting + Technology Consulting Services related to 2013 Severe Flooding and Mudslides	2014 – 2018	■	■	■	■	■	■	■	■	■

Contingency Tech Staffing for FEMA Recovery Programs | ATTACHMENT A – BIDDER QUESTIONNAIRE

Client	Service Dates	Public Assistance	HMGP	PW Prep & Review	Data Analysis	PW Technical Components	Debris Mgmt	HMGP Application	Expense Doc. Review	Technical Assistance
Texas State University System (TSUS) FEMA PA + HMGP Technical Assistance and Program Compliance Assistance related to Hurricanes Rita and Ike	2010 - Present	<input type="checkbox"/>								
Sam Houston State University (SHSU)		<input type="checkbox"/>								
Lamar University (Orange + Port Arthur Campuses)		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Lamar Institute of Technology		<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>
Lamar University – Orange		<input type="checkbox"/>								
City of Houston, TX Technical Assistance and financial planning consulting services for FEMA PA + IA + HMGP CDBG-DR related to Hurricane Harvey	2018 – Present	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
Alley Theatre FEMA PA + HMGP Damage Inventory, Project Formulation, Technical Assistance and Compliance Support related to Hurricane Harvey	2017 - Present	<input type="checkbox"/>		<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>				
State of New York, Governor’s Office of Storm Recovery (GOSR) Hurricane Sandy HUD CDBG-DR Grant Program Administration (including subrecipient monitoring, vendor audit, systems effectiveness testing and reviews)	2014 - Present			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
State of Oklahoma Department of Commerce (ODOC) Duplication of Benefit (DOB) analysis and verification	2017			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
City of Moore (OK) CDBG-DR Internal Audit and federal grant program technical assistance services	2017 - Present			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
City of Joplin (MO) CDBG-DR Oversight and Administration (including damage assessment, project formulation, hazard mitigation, subrecipient monitoring and technical assistance)	2013 – 2017			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
State of Oklahoma (ODOC) Hurricane Sandy HUD CDBG-DR Grant Program Administration	2017 - 2019			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>
City of San Marcos (TX) HUD CDBG-DR Internal Audit and technical assistance services	2017 - Present				<input type="checkbox"/>	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>

TABLE 4: SUMMARY MATRIX OF SUBCONTRACTOR'S EXPERIENCE

Client	Service Dates	Public Assistance	HMGP	PW Prep & Review	Data Analysis	PW Technical Components	Debris Mgmt	HMGP Application	Expense Doc. Review	Technical Assistance
State of Louisiana – Governor’s Office of Homeland Security and Emergency Preparedness (GOHSEP) FEMA PA + HMGP Technical Assistance and Professional Consulting Hurricanes Katrina, Rita, Gustav, Ike and multiple sever floodings and storms	2006 – Present	■	■	■	■	■	■	■	■	■
Commonwealth of Puerto Rico, Public-Private Partnerships Authority, COR3 FEMA PA + HMGP Technical Assistance and Disaster Recovery Strategic and Compliance Services Assistance for Hurricane Maria	2018 – Present	■	■	■	■	■	■	■	■	■
Alley Theatre FEMA PA + HMGP Damage Inventory, Project Formulation, Technical Assistance and Compliance Support related to Hurricane Harvey	2017 - Present	■	■	■	■	■	■	■	■	■
St Lucie County FEMA PA + HMGP Technical Assistance for Hurricane Matthew + Irma (Reimbursement, reporting, grant closeout and appeals)	January 2016 – present	■	■	■	■	■	■	■	■	■
City of Vero Beach FEMA PA Technical Assistance for Hurricanes Matthew, Irma + Dorian (Reimbursement, reporting, grant closeout and appeals)	January 2017 – present	■	■	■	■	■	■	■	■	■
Robert F. Munroe Day School FEMA PA Technical Assistance for Hurricane Michael (Reimbursement, reporting, grant closeout and appeals)	2018 – present	■	■	■	■	■	■	■	■	■
State of Colorado Division of Homeland Security and Emergency Management (DHSEM) FEMA PA Program Administration, Technical Assistance and Accounting + Technology Consulting Services related to 2013 Severe Flooding and Mudslides	2014 – 2018	■	■	■	■	■	■	■	■	■

Although our extensive experience spans multiple years, disasters, federal grant programs and jurisdictions, **we have selected a sample of our projects** for which we are providing **narrative project description to further illustrate our capabilities as well as the similarities between our experience and the requirements of this solicitation.**

**State of Louisiana GOHSEP
FEMA PA Grant Program Administration and Technical Assistance (2006 – Present)**

Project Executor:		Original	Scheduled / Actual
Deloitte & Touche LLP	BUDGET	\$94M**	On Schedule
Role: Prime Contractor	COMPLETION DATE	April 2023	On Budget

**multiple contracts including technology products and professional services*

CONTACT NAME + TITLE	PHONE NUMBER	EMAIL
Lynne Browning, <i>Asst. Deputy Director, PA</i>	+1 (225) 358 5600	lynne.browning@la.gov

Bidder’s Responsibilities:

Deloitte assisted the State of Louisiana in complying with federal and state regulations regarding the management and administration of FEMA PA and HMGP funds. Hurricane Katrina was one of the largest national disasters in the history of the United States. In response to the overwhelming administrative effort required to implement both programs, a new agency, GOHSEP, was established by the State of Louisiana.

Deloitte was brought in to assist GOHSEP with making enhancements to improve the effectiveness and efficiency of PA grant management and financial reporting processes, improve internal controls, enhance the use technology, and monitor subrecipient activities. In addition, Deloitte was asked to provide technical advice and assistance to PA subrecipients regarding maintenance of auditable documentation and support with respect to their PA applications. While many existing processes and technologies were enhanced, a number of new processes and technologies were also established, including an express payment system, an expense review tool, a subrecipient monitoring program, and a closeout audit process. Lastly, Deloitte has worked with the State to define program performance measures and goals, identify resource constraints and skill challenges, and identify opportunities to streamline and optimize the organizational structure of the PA program. Under additional engagements with the State of Louisiana, Deloitte assisted with the design and implementation of functional departments, processes, controls, tools, and procedures.

Our assistance included:

- Assessed the State’s administration of the \$9 billion FEMA PA program, identifying numerous opportunities to enhance the efficiency, effectiveness, compliance, accountability and reporting;
- Assisted the State with designing and implementing process and technology enhancements, resulting in streamlined processes, expedited payments, establishment of controls, establishment of performance metrics, creation of a compliance monitoring function, development of management reports, and establishment of standard operating procedures;
- Developed a subrecipient monitoring program to include A-133 desk reviews, subrecipient quarterly report reviews, and risk-based subrecipient site visits;
- Assisted the State in organizational design of the Recovery Division and stabilizing and training the workforce;
- Assisted select subrecipients experiencing significant reimbursement and document challenges and also provided technical assistance to numerous State subrecipients to clarify program expectations;
- Created policies and procedures governing the PA grant management and financial accounting processes and trained staff on their consistent application across the organization;
- Established and implemented financial reporting requirements to include monthly reconciliations, year-end accruals, and financial disclosures for quarterly and yearly PA program activity;
- Executed a process for preparing and submitting the State’s administrative cost and management fees to FEMA, capturing costs since 2006, and subsequently developed a process for forecasting the State’s administrative costs and management fees;

- Developed a sanctions program to hold the State’s subrecipients accountable for complying with federal and state program regulations to include compliance with A-133 & 2 CFR 200 requirements, reimbursement of disallowed costs, etc.;
- Developed a mechanism to track overpayments and identified a systematic way of reaching out to subrecipients to facilitate repayment to the State;
- Created an automated solution to reconcile federal program draws through the FEMA Smartlink System to the State’s accounting system;
- Created an automated solution to reconcile federal expenditures to revenue;
- Assisted subrecipients to determine how to recover direct administrative costs;
- Assisted subrecipients in compiling closeout supporting documentation;
- Assisted the State and various subrecipients in remediating audit findings;
- Developed a time application system and a Microsoft SharePoint™ 2010 site for disaster recovery programs;
- Streamlined closeout procedures to better align with new realities for the depth and breadth of closeout expectations;
- Conduct a disaster recovery workforce analysis and skill set assessment to help focus disaster resources in the areas of need;
- Interface with subrecipients and determine status of closeout readiness and with noncompliant subrecipients, develop with the subrecipient a full closeout file.
- Review grants for compliance with federal law, regulations and policy as directed by GOHSEP.
- Perform accounting and auditing tasks, assuring that federal funds have been accounted for in each of the subrecipient’s projects.
- Assist subrecipients in the preparation for closeout as directed by GOHSEP.
- Assist subrecipients in the preparation for closeout by imbedding with the noncompliant subrecipient as directed by GOHSEP.
- Upon discovering deficiencies within a subrecipient’s projects, suggest and initiate corrective action within the identified timeframe as directed by GOHSEP.
- Conduct QA/QC on work and when required monitor to address and resolve issues in a timely manner.
- Provide Closeout Strike Team assistance focused on technical assistance to help subrecipients prepare for closeout through development of closeout strategy, closeout readiness analysis, audit trail documentation, closeout package preparation, and closeout package review and submissions

Additional subrecipient-specific projects include but were not limited to:

**St. Bernard Parish Sheriff’s Office
Disaster Related Temporary Housing and Payroll Support (2008)**

Reimbursement of Temporary Housing, Facilities and Contract Work – When St. Bernard Parish Sheriff’s Office (“SBSO”) submitted summary invoices and supporting subcontractor invoices for reimbursement, FEMA obligated several different PWs to provide reimbursement for these expenses. As such, SBSO requested Deloitte’s assistance to identify both paid and outstanding invoices. Deloitte reconciled \$29.6M in interim housing costs across almost 300 invoices, identifying \$4.3M in potential over reimbursements and \$7.2M in unreimbursed costs, of which \$1.1M represented possible overbilling by DynCorp.

Recoverability of Additional Payroll Expenditure – FEMA determined certain Force Account Labor and Force Account Equipment expenses were not eligible for reimbursement. Hence, SBSO requested Deloitte’s assistance in interpreting eligibility requirements and identifying eligible costs. Deloitte determined the FEMA omissions and provided the SALs with the results of the recalculation. As a result, SBSO recovered over \$200K in additional payroll expenditures.

**St. Bernard Parish Government
Disaster Recovery Assessment and Assistance (2011- 2012)**

Deloitte assisted St. Bernard Parish (“SBP”) with assessing risks in its current control environment and addressing challenges with staff and leadership turnover, ultimately providing recommendations for a streamlined grants administration process. SBP had recently undergone a leadership and staff transition and was in the process of understanding its position on approximately \$1B in PA funds over 800 PWs pertaining to Hurricanes Katrina and Rita. The primary goal of the engagement was to identify and assess high-risk PW reimbursements received from the State of Louisiana, which involved reconciling partial deobligations, cost and scope overruns, and version requests. Deloitte identified insurance payments associated with the PWs, calculated overpayments, estimated potential liabilities, and reviewed potential duplications of benefits in order to estimate the global liability SBP was carrying.

St. John the Baptist Parish Government Subrecipient Audit Remediation Assistance (2012 – Present)

Deloitte was engaged to work with St. John the Baptist Parish (“SJB”) and the State to support approximately \$1M in costs questioned after an Office of Inspector General (“OIG”) audit of Hurricane Ike-related PWs. Underlying this effort, Deloitte trained Parish personnel regarding the creation and maintenance of compliance documentation. At the conclusion of this effort, SJB substantiated the majority of questioned funds and pursued additional reimbursement of expenses not previously submitted, as well as position themselves for timely program fund closeout. As a result of this work, SJB asked Deloitte to replicate this process to address PWs related to Hurricane Gustav.

Louisiana Facility Planning and Control (FP&C) Closeout Technical Assistance

When we first engaged FP&C in August of 2017, **only 4 PWs** were submitted to closeout against their goal of 227 by August 30, 2018 to keep in line with the GOHSEP Strategic Plan. Competing priorities, capital outlay planning, unapproved funding plan, audits, amongst other day to day requirements took priority over 10-year old projects. As pressures from FEMA rose to close projects and make progress towards the Strategic Plan goal agreement, closing FP&C projects became critical to GOHSEP due to the high number of open projects.

What we did:

- Embedded physically with their teams and learned their process;
- Gained familiarity with and access to their multiple systems of record
- Created reconciliation framework and reconciled system information, files and claims to LAPA.
- Interfaced with multiple stakeholders to gain understanding
- Compiled backup documentation (e.g., contracts, invoices, proof of payments, procurement, elevation certificates) to create complete RRF and closeout files.

Our Team worked through multiple challenges including reconciling the actual project management approach to PW approach of tracking costs and using accounting tools and methodologies to resolve inconsistencies in backup documentation. **As of August 31, 2018, we helped FP&C and GOHSEP exceed their goal at 229 PWs submitted for closeout.**

St. Bernard Parish (SBP) Subrecipient Assistance Strike Team Deployment and Various Consulting Contracts

St. Bernard Parish, southeast of New Orleans, sustained significant damages by Hurricane Katrina. The Parish also sustained significant damage from Hurricanes Ike, Gustav, and Isaac. The subrecipient had 548 large projects and 186 small projects totaling over **\$1 billion in eligible FEMA PA funding**. Deloitte analyzed over **120 projects** to identify issues, develop resolution options, and performed reconciliations to help submit their projects to closeout.

In our past engagements with St. Bernard Parish, Deloitte also assisted the Parish with FEMA appeals. **We reconciled over \$80 million in debris removal invoices** which resulted into a favorable appeal decision with FEMA. We additionally reconciled Parish documented contract rates, FEMA estimated cost rates and PA reimbursements from GOHSEP. As a result, we resolved \$5.8 million in outstanding reimbursement requests. In

collaboration with GOHSEP grant management and recovery personnel, we researched the issues which were delaying payments. We then developed issue resolution action plans and distributed across the relevant stakeholders for a timely resolution.

**STATE OF TEXAS (TDEM)
FEMA PA Grant Program Administration and Technical Assistance (2018 – Present)**

Project Executor:		Original	Scheduled / Actual
Deloitte & Touche LLP	BUDGET	\$8M/year	On Budget
Role: Subcontractor	COMPLETION DATE	August 2022	On Schedule

CONTACT NAME + TITLE	PHONE NUMBER	EMAIL
Sherri LaCour, Section Administrator, Recovery and Mitigation	+1 (713) 967-7005	sherri.lacour@dps.texas.gov

Bidder’s Responsibilities:

Since 2018, and in the aftermath of Hurricane Harvey, Deloitte has been engaged by TDEM to provide complex, journey-level grant coordination, financial and programmatic compliance, technical assistance, and administration services to plan, organize, and monitor FEMA funded disaster awards under the PA and HMGP programs. This project has involved the largest pilot implement implementation of the new FEMA Delivery Model which has included the use of the Grants Portal platform and the cue.

Other responsibilities include:

- Perform complex (journey-level) grant coordination, financial and programmatic compliance, technical assistance, and administration work to plan, organize, and monitor federally funded disaster sub-grant awards within the State of Texas.
- Conduct subrecipient briefings and other outreach and training activities, to support processing of grant applications, and monitor both the programmatic and financial aspects of awarded projects.
- Determine that deadlines are met, applications or other documentation are complete and correct before submission to federal authorities, monitoring activities are conducted in accordance with the project guidelines, and payment requests are promptly and correctly processed.
- Review progress reports, payment requests, and provide guidance and assistance to grant recipients on documentation requirements and resolution of project related problems.
- Perform compliance monitoring services including budget monitoring and project site inspections, and document progress and completion of projects, causes for delays in project completion from established timelines, or deviations from the scope of work to facilitate procurement and contracting compliance.
- Assist local jurisdictions with requests for project extensions or project change requests, if needed.
- Provide reports related to assigned projects, by subrecipient, and by project.
- Identify and flag potential duplicate service contacts and provide for fraud, waste, and abuse identification and remediation.
- Perform compliance reviews of subrecipient projects, which will entail examining subrecipient support documentation for subgrant expenditures, evaluating compliance with relevant statutes, regulations, including Uniform Grant Guidance and grant agreements and report the results. Perform peer review analysis on projects assigned to other contractors or agency staff.
- Assist in training Department staff and in conducting programmatic policy and procedure reviews.
- Provide subrecipient assistance to include the development of appropriate project financial controls and reports and training/assistance on use of applicable grants management applications.
- Perform other grant administration related duties as assigned.

STATE OF COLORADO, DHSEM FEMA PA Grant Program Administration and Technical Assistance (2014 – 2018)			
Project Executor: Deloitte & Touche LLP		Original	Scheduled / Actual
	BUDGET	\$30M	On Budget
Role: Prime Contractor	COMPLETION DATE	January 2018	January 2018
CONTACT NAME + TITLE Kevin Klein, <i>Division Director</i>	PHONE NUMBER +1 (303) 239-4655	EMAIL kevin.klein@state.co.us	
Bidder's Responsibilities:			
<p>Following the winter storms in the Fall of 2013, the State of Colorado (the State) experienced a major disaster declaration due to severe storms, flooding, landslides, and mudslides. The disaster area encompassed more than 19 counties resulting in more than \$467M in Requests for Public Assistance from 1212 counties, cities, municipalities, not-for-profit agencies, and state agency subrecipients.</p> <p>The State acting by and through the DHSEM engaged Deloitte to provide disaster recovery grant management, administrative services and project management support services to the DHSEM in connection with federally declared disaster FEMA-4145-DR. Our delivery of end-to-end disaster recovery managed services include:</p> <ul style="list-style-type: none"> ▪ Facilitating the development, and enhancement of governance infrastructure, business policies, operating procedures and internal controls to support the execution of Public Assistance grant programs. ▪ Developing accelerators (such as templates and checklists) to enable process efficiencies and tools to be used by management for the assessment of the performance of grant processes. ▪ Providing technical knowledge and skills to assist in the configuration, integration, and administration of the EMGrantsPro grants management system into the State finance and accounting system. ▪ Providing technical assistance to subgrantees on understanding and implementing grant programmatic requirements such as procurement, contracting, documentation and reporting of DAC, insurance, construction costs, repair costs, structural issues, architectural, engineering, hazard mitigation and cost estimating services. ▪ Assisting in the review and processing of reimbursement requests, processing of fund drawdown and subsequent disbursement of funds to subgrantees. ▪ Supporting account reconciliations to control and report on existing Project Worksheets, subrecipient balances, system interfaces and other control balances. ▪ Developing and implementing applicable compliance and risk management programs to identify and monitor potential programmatic non-compliance, develop corrective action recommendations and support subgrantees in the resolution. ▪ Developing and executing reporting protocols and platforms to meet federal, state and agency reporting requirements including but not limited to FEMA quarterly reporting, FFATA reporting, and operational performance reporting for grants management processes. ▪ Assisting in the preparation and execution of closeout reviews as well as audit readiness and support of inquiries made by external regulators (e.g., FEMA OIG, state auditors, etc.). ▪ Developing and implementing applicable methodologies for the computation and reporting of state spend plans as well as financial accruals including Incurred but Not Reported (IBNR) costs, payable expenditures 			

1.7	<p>SUBCONTRACTORS</p> <p>If the bidder Contractor intends to subcontract any part of its performance hereunder, the bidder Contractor must provide:</p> <ol style="list-style-type: none"> a. Name, address and telephone number of the subcontractor(s); b. Specific tasks for each subcontractor(s); c. Percentage of performance hours intended or each subcontractor(s); and d. Total percentage of subcontractor(s) performance hours.
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Response:

Deloitte’s subcontracting approach is based on a “best and brightest” concept. We carefully select subcontractors based on their ability to provide **high-quality service** and **high-quality people**. To be considered for subcontracting with Deloitte, firms must have a credible corporate background with a demonstrated record of high-quality client services, a common goal to provide client satisfaction and high-quality experienced resources appropriate to their respective project roles.

For the purposes of this Solicitation response, we have chosen to team with **Florida Disaster Consulting LLC (FDC)** and **MPACT Strategic Consulting (MPACT)**, a leading professional services organization with whom we have had prior teaming arrangements in delivering top-tier disaster recovery and grants management services to clients.

Florida Disaster Consulting

Created in 2008, **FDC** is a **full-service disaster management company specializing in program integration, cost recovery, public-assistance grant management, emergency management, and intergovernmental relations** for many types of natural and man-made catastrophic events. Based in Central Florida, FDC is familiar with the widespread effects disasters can have. Through the embrace of a holistic philosophy of disaster and recovery management, FDC is able to provide broad insights to the many complex situations that disasters present. FDC’s primary focus is helping state, local, and municipal government agencies, as well as private businesses and nonprofit groups, navigate the many federal, public, individual, and mitigation assistance programs and procedures.



Since 2014, Deloitte has effectively teamed with FDC to provide disaster recovery services to multiple state, local government and not-for-profit clients including, Commonwealth of Puerto Rico (COR3), State of Louisiana (GOHSEP), State of Colorado (DHSEM), State of Texas (TDEM) and Alley Theatre.

Our joint track record as well as each firm’s uncommon value proposition and familiarity with the State of Nebraska agencies, technical proficiency in federal award programs make us a formidable team for you. **Table 4** below, provides an outline of applicable subcontractor information and assignment of roles, responsibilities and work share.

TABLE 5: SUBCONTRACTOR INFORMATION AND ASSIGNMENT

Full Company Name	Florida Disaster Consulting, LLC
Address	211 East Main Street, Suite 201, Lakeland, FL 33813
Telephone Number	Limited Liability Corporation
Specific Task Assigned	<ul style="list-style-type: none"> ▪ Debris management and monitoring support ▪ Processing damage inventory and assessments to support project worksheet formulation ▪ Technical assistance for FEMA PA, IA, and HMGP programs related to 406 Disaster Mitigation Opportunities, alternative improved projects, procurement, environmental protection, historical preservation, documentation, etc. ▪ Expense eligibility reviews and request for reimbursement processing ▪ Project compliance reviews including desk reviews, site visits and closeout readiness, appeals and arbitration
% of Performance Hours Intended	30%
% of Subcontractor Performance Hours	100%

1.8

a. Describe bidder’s process for providing PA technical services.

Response:

PROCESS FOR PROVIDING INTEGRATED PA, IA, AND HMGP TECHNICAL SERVICES

As a provider of disaster recovery grant management services to state and local governments throughout the country and as a thought leader in regard to federal requirements and guidance, **Deloitte understands the challenges the State of Nebraska may face in managing its disaster grant program and maintaining compliance with project expenditure eligibility and allowability.** Our deep qualifications from demonstrated service to clients including federal grantor agencies, state and local grantees and pass-through entities uniquely qualify us to provide the broad spectrum of critical services required in this RFP. Our experience will allow the State to have access to subject matter insight that may also **prevent or mitigate future challenges** as a result of the complexities of grant management. Deloitte is committed and prepared to provide the State with professionals having specific disaster recovery experience that can effectively and efficiently address your needs.



Understanding your needs and what is at stake

We understand that the State of Nebraska and its citizens have been **significantly affected by the severe winter storm, straight-line winds and flooding in March 2019 and the additional flooding throughout the summer of the same year.** These events have resulted in more than \$2.7 billion in damages which subsequently qualified to be awarded FEMA PA, IA and HMGP funding to support the State’s recovery. Additionally, Nebraska, like many states and communities around the country is balancing the recovery from legacy disasters with the **unprecedented response and recovery challenges associated with the novel coronavirus (COVID-19) pandemic.** Although final estimates of

the cost and impacts are yet to be determined, the peculiar nature of this **continuously evolving pandemic presents extraordinary complication** to the State’s ability to balance recovery from legacy disasters in an expedited, cost-effective manner.

While federal assistance is available to help offset preparedness, response, mitigation and recovery costs, historical parallels and trends suggest that affected communities will be burdened by **significant indirect and administrative costs**. The financial costs are further exacerbated by the **opportunity cost** association with diverting and repurposing limited resources from the delivery of essential constituent services. programs.

Potential responsibilities and challenges facing the State include but are not limited to:

- Developing sustainable strategies to **mitigate future impacts** in disaster-prone areas;
- **Adapting to changes** resulting from amendments to current disaster declarations;
- Administering federal recovery programs efforts for more than 7,000 subrecipients across 80 counties and 5 Tribal Nations;
- Demonstrating **accountability for the use of federal funds**;
- Assisting subrecipients **pursue and maximize eligible federal funding available**;
- Providing subrecipients with **technical assistance to enhance their capacity and capability** to use and account for federal funds;
- **Monitoring compliance** with federal, state and local program requirements; and
- Encourage **accountability while decreasing potential for fraud, waste and abuse and minimizing the potential for deobligation**

Additionally, Nebraska, like many states and communities around the country are faced with the **unprecedented challenges associated with the novel coronavirus (COVID-19) pandemic**. Although final estimates of the cost and impacts are yet to be determined, the peculiar nature of this **continuously evolving pandemic presents extraordinary complication** to the State’s ability to balance recovery from legacy disasters with recovery from COVID-19 in an expedited, cost-effective manner.

The Deloitte Difference

At Deloitte, we distinguish ourselves from other providers through **tight linkages among your organizational mission and regulatory and programmatic requirements, our relentless focus on tangible value and benefit realization, and our understanding that it takes a collaborative effort among grantors, grantees, subrecipients, and regulators** to effectively deliver disaster management services. Unlike boutique providers, we bring leading consulting, risk management, audit, tax, and financial advisory services and a multidisciplinary approach that provides broad federal, state and local government perspective and sensitivity to risk. We are one of a few professional services providers capable of accessing the insights from our various businesses and practices under one umbrella. This allows us to **answer clients’ needs with insights that drive value across the organization and program ecosystem**.

Our service delivery approach recognizes that disaster recovery is different for each of our clients. To meet your specific needs, we employ an integrated service approach can help transform your recovery for effective execution, compliance, and reporting— **resulting in stable and sustainable processes that facilitate reimbursement maximization and fund retention from pre-award through closeout**.

TABLE 6: DELOITTE SERVICE COMPONENTS AND BENEFITS TO THE STATE

Service Component	Benefit to the State
<p>Our extensive experience working in the State of Nebraska and with potential subrecipient agencies and organizations across the State</p> <p>Leading practice insights from our demonstrated track record of delivering FEMA PA, IA and HMGP projects on some of the largest, and complex disasters across the country.</p>	<ul style="list-style-type: none"> ▪ Cultural compatibility ▪ Increased confidence in reaching desired outcomes ▪ Ability to “see around the corner” and anticipate potential issues, challenges and opportunities
<p>Multi-disciplinary team of seasoned and qualified professionals with diverse experience in FEMA programs and proficiency in strategy, grants management, compliance monitoring, communications, accounting, auditing, technical assistance, and reporting.</p>	<ul style="list-style-type: none"> ▪ Surge capacity to meet higher staffing needs ▪ Operational agility to flex in response to change ▪ Increased trust and confidence with federal, state and local stakeholders
<p>Demonstrated methods, scalable approaches, and configurable tools and accelerators used by clients across the country and which have endured the scrutiny of regulators and remain a critical factor in effecting fund maximization, eligibility determination in a cost-effective and compliant manner.</p>	<ul style="list-style-type: none"> ▪ Increased speed to execution ▪ Cost savings ▪ Consistent, standardized and quality outcomes
<p>Integrated project management methodology supported by standardized tools, accelerators and communication protocols for timely risk identification, escalation and resolution.</p>	<ul style="list-style-type: none"> ▪ On-time delivery of services ▪ Enhanced risk management through communication and risk management
<p>Innovation credentials to help navigate novel challenges and unique situations.</p>	<ul style="list-style-type: none"> ▪ Improvement of core operations ▪ Amplified intelligence and increased bandwidth for strategic thinking and decision-making

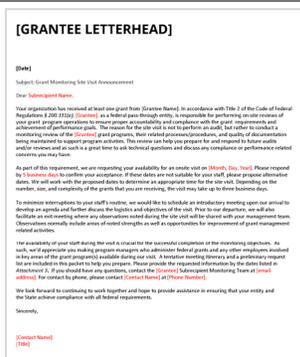
TABLE 7: ILLUSTRATIVE TOOLS, TEMPLATES AND PROCESS ACCELERATORS

Illustrative Deloitte Subrecipient Monitoring Tools and Accelerators

Risk Assessment framework that integrates applicable risk factors (e.g., compliance, operational, financial); risk indicators (e.g., applicable quantitative and qualitative factors) and weighted scoring to evaluate subrecipient capability and capacity

Compliance - Subrecipient Monitoring Risk Assessment		Risk Indicator Weights Are Correct		All Indicators Total 100% Financial Factors Total 100% Operational Factors Total 100% Compliance Factors Total 100%	
Risk Indicator Number	Risk Factors & Indicators	Risk Indicator Type	Current Status	Risk Indicator Weight	Comments
Financial Risk Factors					
1	Total Awardee (Obligated) Funds by Subrecipient	Quantitative	Active	50%	Do not raise above 60%
2	Percentage of Obligated Funds Paid to Subrecipient	Quantitative	Active	30%	
3	Subrecipient record cash advance	Quantitative	Active	30%	
4	Percentage of Overpayment	Quantitative	Inactive	40%	
5	Advance not accompanied by an encumbrance (federal advance)	Quantitative	Inactive		
6	Unencumbered reserves as a percentage of obligated funding	Quantitative	Inactive		
Operational Risk Factors					
7	Total number of grants	Quantitative	Active	10%	Not Lower than 20%
8	Percentage of projects that are obligated greater than \$100,000	Quantitative	Active	20%	
9	Subrecipient is a Private / Non-Profit (CSP) or Special District	Qualitative	Active	15%	
10	Construction vs. non-construction programs	Qualitative	Active	10%	
11	Recent performance issues	Qualitative	Active	40%	
12	Quarterly/Progress Report Training Opportunities	Qualitative	Inactive		
13	Total number of projects	Quantitative	Inactive		
Compliance Risk Factors					
14	Failure to respond to requests for information	Qualitative	Active	15%	
15	Advance (qualified) auditor opinions	Quantitative	Active	50%	
16	OSHAID program-related audit findings	Qualitative	Active	25%	
17	Failure to Respond to Single Audit Results Request (Client to Federal Clearinghouse)	Qualitative	Inactive		
18	Timeliness of Submission of Single Audit Results to OIGMB by Due Date	Qualitative	Inactive		
19	Timeliness of A-133 Single Audit, if Required	Qualitative	Inactive		
20	Failure to Respond to Request for Documentation	Qualitative	Inactive		
21	Number of Significant Issues Noted During Prior Monitoring Activities	Qualitative	Inactive		
22	Number of Significant Issues Noted and Not Addressed from Prior Years	Qualitative	Inactive		
23	Subrecipient has been subject to Non-Compliance Action	Qualitative	Inactive		
24	Percentage of questioned costs identified through review	Quantitative	Inactive		
Manual Oversight Risk Factors					
25	Identification of fraud related to OIGMB Funds	Qualitative	Active		

Stakeholder Communication Templates including data management systems and standard templates (e.g., to notification letters, documentation request forms, findings report, acceptance of findings, corrective action plan) and accelerators (e.g., checklists and frequently asked questions)



Single Audi and Site Visit compliance program built around customizable risks and controls framework that can provide frameworks for testing procedures and evaluating compliance with multiple regulatory requirements.

Technical Assistance and Training to help subrecipients learn, address noted deficiencies, operationalize corrective action plans, and develop sustainable compliance capabilities and capacity

Subrecipient Monitoring Dashboards that provide compelling visualizations and amplify the story of your subrecipients' performance

Project management platform tools for keeping you informed of the status of projects and deliverables and raising any potential obstacles

Service delivery. Summed up.

- **Accessible**—we’re right there with you, working through matters, risks and opportunities that manifest throughout the engagement
- **Responsive**—we’re not in the business of keeping you waiting for answers. We will be proactive in sharing information and diligent to respond to your and your stakeholders’ inquiries
- **Informative**—whether it is a face-to-face meeting or a quick email, we’ll make sure that we share our perspective on regulatory compliance and technical hot topics as well as lessons learned from our past and ongoing client experiences.
- **Transparent**—we’ll keep you updated on the progress of the engagement services, identified findings, and target dates for completion of deliverables and include you in the discussion of complex matters. No part of our process is a “black box.”
- **Innovative**—execution that leverages tested tools, technologies, and methodologies to deliver an efficient, effective, and ever-evolving monitoring.
- **Committed**—we encourage our professionals to enhance their careers and become the best at what they do with a culture that promotes retention and organizational pride.

Process approach to delivering required technical services

Our **risk-based approach is flexible**, as summarized in Table 8, **scalable and can be tailored to align with the evolution of the grants management lifecycle** and the specific compliance requirements of FEMA PA, IA and HMGP programs and reflect the State’s disaster recovery objectives, administrative plans and align with specific roles and responsibilities for stakeholders that play vital roles in recovery.

TABLE 8: OUR RISK-BASED APPROACH AND ITS ALIGNMENT TO GRANT LIFECYCLE

Project Phase	Perform	Sample Deliverables
Mobilization and Kick-off	<ul style="list-style-type: none"> ▪ Scheduled meetings with State and FEMA personnel ▪ Document expected workload and transaction volume at each state of the recovery lifecycle 	<ul style="list-style-type: none"> ▪ Proposed work plan ▪ Proposed resource plan and staffing levels to accommodate workload at each stage
Program Governance and Oversight	<ul style="list-style-type: none"> ▪ Award notification ▪ Subrecipient liaison meetings ▪ Subrecipient training sessions 	<ul style="list-style-type: none"> ▪ Notification letter templates ▪ Subrecipient training materials
Grant Fund Request and Disbursement	<ul style="list-style-type: none"> ▪ Scheduled meetings with State and FEMA personnel ▪ Payment cycle times ▪ Subrecipient risk management framework ▪ Retention or withhold program to decrease risk of overpayment 	<ul style="list-style-type: none"> ▪ Proposed workplan ▪ Subrecipient payment processing ▪ Reconciliation templates ▪ Payment summary and notification reports ▪ Subrecipient financial summary report
Execution of Grant Activities	<ul style="list-style-type: none"> ▪ Project Worksheet establishment ▪ Expense review and approval ▪ Expense reimbursement ▪ Quarterly site visits 	<ul style="list-style-type: none"> ▪ Summary of grant activity by subgrantee ▪ Record of approved expenses ▪ Expenses incurred but not yet reported estimates ▪ Site visit reports

Grant Monitoring and Reporting	<ul style="list-style-type: none"> Ongoing subrecipient evaluation Ad-hoc reporting Data validation 	<ul style="list-style-type: none"> Periodic subrecipient risk assessment Single audit review templates Desk review and site visit audit template Management decision letters
Grant Closeout and Audit	<ul style="list-style-type: none"> Ongoing review of expense documentation for compliance during the reimbursement process 	<ul style="list-style-type: none"> Small and large project certification Small and Large PW closeout
Project Tracking	<ul style="list-style-type: none"> Daily tracking of activities Direct Administrative Cost (DAC) tracking Reporting to management 	<ul style="list-style-type: none"> Reports on subgrantee communication Reports of payments and approved expenses Schedule of events by subgrantee

The execution of these processes is governed by an agile project management framework (see **Figure 3**, below) that facilitates timely and quality completion of tasks, **reduce risk to your mission, increase team productivity, improve quality, and reduce cost.**

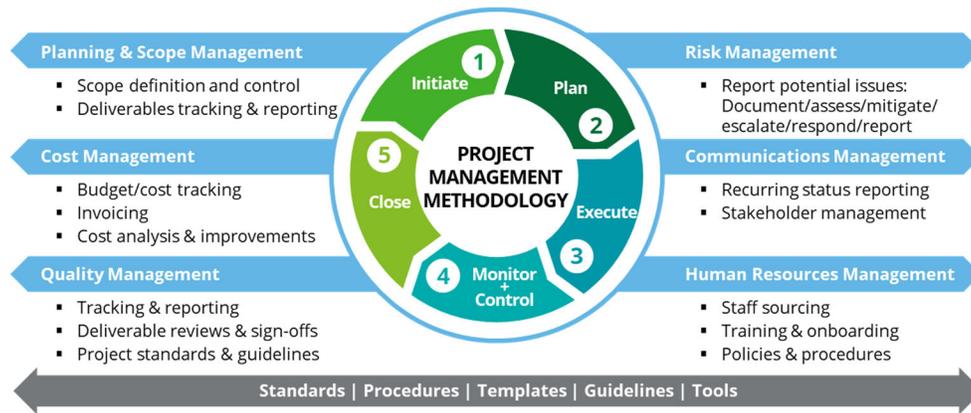


Figure 3: Illustrative project management methodology and approach

PROCESS FOR PROVIDING PA TECHNICAL SERVICES

Mobilization to achieve the capacity needed.

The **Deloitte Team stands ready to respond** within 30 days of a Signed Task Order. We have the capability to bring resources from our National Grants Management and Public Sector Recovery practices to fulfill staffing requirements and have the depth and breadth of qualified subject matter resources that can be deployed to meet surge capacity needs both now and into the future.



Office space for Deloitte personnel

We understand the importance of **working side-by-side with our clients** and are capable of delivering services from your location or applicable subrecipient locations. We are also able to leverage our office footprint in Omaha to house and deploy our teams.

Meet with the NEMA Project Manager, NEMA Management, including SCO, GAR, their alternates and FEMA staff to review Nebraska process, procedures, and logistics

Deloitte can **initiate a kick-off meeting with the NEMA Project Manager**, NEMA Management, including State Coordinating Officer (SCO), Governor’s Authorized Representative (GAR), their alternates and their partners from the FEMA programs to review process, procedures, and logistics, to be building into a work plan. Our experience working with FEMA has shown that gaining buy-in early in the process is critical to share successes between both NEMA and FEMA and promote adoption and compliance during the recovery process.

Leverage electronic databases and set up a hard copy filing system for the State that includes subrecipient information and associated project management files



Through previous engagements of similar size and complexity, we are familiar with a wide range of grants management, accounting and document management solutions. Although a State responsibility, we can assist the State to **implement a document management system** that offers State, subrecipients and other stakeholders with centralized repository of relevant recovery information with added flexibility, easy retrieval and security for hardcopy or electronic records.

We can work with your established centralized grants management system used for disaster management grants (if one exists) and compliment that with grant management tools which helps track grants, Subrecipients, projects, payments, and many other things. Additionally, we can help support the scanning of hardcopy documents into an electronic format (such as PDF) and filed in online systems.

When documentation is needed from the subrecipient, the State can notify a subrecipient using the State's grants management system or on alternative online platform. The notification provided to the subrecipient will contain the details of the award including but not limited to project number(s), project size, obligation amount, cost share, deductions and descriptive information on the scope of eligible activities and particular programmatic requirements. Applicable documentation will also be available to through this system to supply to both parties as needed.

Participate in weekly conference calls with NEMA Project Manager

Deloitte will **coordinate and participate in conference calls with the NEMA Project Manager** on a weekly or at an alternate frequency determined. Our team will record meeting minutes, distribute to meeting participants, and record in the engagement archive files.

Attend kickoff meetings and subsequent meetings between the subrecipients and FEMA

Project initiation is the critical first step to an effective recovery. Working with FEMA and NEMA, we will help the subrecipients **understand the nature of the damage, eligibility of the repair**, and receive a timely and defined estimate of the obligation through attending meetings with subrecipients and FEMA. Through our experience, we know the development of correct Project Worksheets at the beginning of the project is essential to the process, as it has the **potential to reduce the number of versions required**, thus releasing State and FEMA resources from spending additional time adjusting project scope and obligation.

Provide brief meeting notes and summaries to OEM including brief summaries of potential issues

The engagement team will **document and provide to NEMA meeting minutes and executive summaries of subrecipient and project challenges** in order for appropriate action to be taken when applicable. These files will be stored in the State's grants management or document management system (electronic or hardcopy) by subrecipient and project. Using this approach, NEMA will also be able to store meeting minutes for future disasters, if needed.

Assist in the development and review of project worksheets

Our experience reviewing project worksheets throughout the grant lifecycle helps us understand the **importance of writing the project worksheet correct and complete the first time**. We will leverage

our historical knowledge of how FEMA expects the project worksheets to be written and also the lessons learned through the process from some of the states that have managed the nation’s largest disasters. Our resources will bring engineering and technical experience to the State.

Discuss potential “406 mitigation” project and improved and alternate project opportunities with FEMA and subrecipients.

The Deloitte Team recognizes the **long-term value of preventing recurrence of similar damage from future disaster events** during the repair of damaged components of facilities. As such, we are able to facilitate discussions with both subrecipients and FEMA to incorporate components of improvement and alternate project as elements of hazard mitigation in the disaster recovery process We can proactively identify these opportunities and educate subrecipients so that the mitigation work is cost effective and reasonably performed



as part of the work or measure which will reduce the potential for damage to a facility from a disaster event. In applicable instances, we can also check that Section 406 and 404 funding are combined where appropriate and that the application for mitigation funding is submitted in a timely manner, consistent with State and local hazard mitigation plans, and approved by the State Hazard Mitigation Officer. Finally, our experience in this area can help subrecipients **avoid duplication of 404 and 406 funding as well as remain compliant with applicable federal, state and local standards** as well as minimum National Flood Insurance Program (NFIP) requirements distinct from hazard mitigation.

Discuss debris removal and permanent work alternative procedures with FEMA and subrecipients.

We will collaborate with the State to support subrecipients’ understanding and **consider applicable and appropriate components of alternative procedures with for debris removal and permanent work** including but not limited to consolidation of multiple fixed grants; formulation and management of fixed cost estimate grants; validation of subgrantee-provided estimates, use of excess funds, as well as special considerations reviews for environmental/historic preservation compliance reviews, insurance and mitigation.

Work with subrecipients to understand the procurement and contracting process to evaluate compliance



The State’s subrecipients’ understanding of the procurement and contracting process is essential to future compliance. **Ongoing education and subrecipient outreach programs** will be the primary form of communication and collaboration between subrecipients and the State to facilitate understanding of and compliance with regulatory and programmatic requirements as well as management of financial and operational risks. Notification will be followed by facilitated meetings with a subrecipient liaison who could discuss in detail the particulars of the grant program as

well as the fiscal aspects of the project such as procedures for purchases, signatures required, and timelines for purchases.

Attend exit briefings and review and approve project worksheets as the State PAC

Our engagement team will **attend subrecipient exit briefings and review and support the approval of project worksheets** upon review by management. We are familiar with this process and have worked with both States and subrecipient and understand both sides of this process.

Maintain currency in EMMIE and FEMA Grants Portal and utilize them to review project worksheets

Using your electronic grants management software system, **project worksheets will be synced with EMMIE, NEMIS, Grants Portal and other applicable federal systems on a frequent basis**, usually nightly, to make sure both the State’s system and EMMIE are updated timely.

Review and approve reimbursement requests and supporting documentation

Our approach is founded on **aligning NEMA’s current policies and procedures to grant program policies, goals, and objectives**, with a focus on assessing and **strengthening internal control procedures** for areas with the highest exposure to risk. Such procedures may help **prevent and detect irregularities**, including fraud, waste, and abuse, while safeguarding grant program resources, facilitating effective and efficient operations, reliable financial reports, and compliance with federal and state regulations.

We understand the common areas that present challenges during the reimbursement lifecycle. We will work to address these potential issues and establish leading practices and procedures for NEMA including standardized review procedures, cost analysis and version management.

Leveraging the State’s grant management technology platform, our reimbursement review approach will prepare each PW and subrecipient for closeout by saving expense reimbursement documentation (invoices, proof of procurement, etc.). This will enable the closeout team at the end of the project lifecycle to efficiently administer a small or large project closeout and determine if the funds have been used in accordance with the grant conditions.

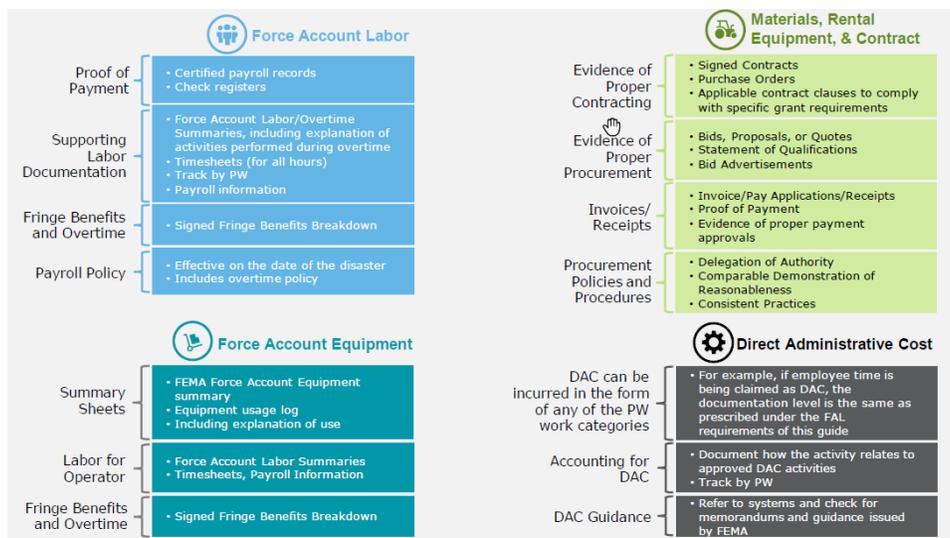


Figure 4: Documentation review and compliance guidelines

Leveraging our experience designing an expense review tool and automating the grant manager's review of expense reimbursement requests for claims processing, we will assist the State **review its payments for accuracy and compliance** working alongside state employees to make the final determination for payment.

We also understand the process and are committed to helping the State with challenges that arise during the reimbursement phase. Using your grants management technology platform, the expense review tool will:

- Establish accounts and record the initial funding amounts and disbursement method based on the risk profile associated with each subrecipient
- Allocate funding to federal, state and local appropriations to enable tracking of funding with funding sources
- Utilize the Expense Review Tool (ERT) to assist with reviewing and processing Reimbursement Request Forms (RRF's), and align PW scope items with documentation

Work with State Finance on reimbursements

Disbursement of funds to subrecipients is a significant component of the grants administration process that **requires an effective balance of compliance and expediency**. Funds should be provided to subrecipient in a timely fashion to expedite the disaster recovery process but also implemented in **a risk-based infrastructure to support compliance with regulatory requirements and decrease financial risk exposures to the State**.



Payments to subrecipient will be performed using the following approach:

- Establishment of baseline measures to align the disbursement process with applicable finance-based objectives of the State. This includes the **definition of performance indicators** such as approval to payment cycle times, definition of acceptable forms of supporting documentation, development of cursory and detailed approval process for payment request, consolidation of payable information to facilitate drawdowns from FEMA and other granting agencies.
- Performance of a broad, **qualitative and quantitative risk assessment** of subrecipients to determine acceptable forms of disbursements such as regular reimbursements, advances, or express payments. We will also work with the State to discuss the applicability of retainage thresholds to decrease the risk of overpayments. This process will also include a determination of forms of payments including checks or electronic transfers suitable to subrecipient capabilities.
- Development of a **sustainable drawdown process to facilitate compliance with CMIA standards** and decrease the amount of time between collection of funds from FEMA and disbursement of funds to subrecipients. This is enabled by the use of standardized payment forms and leveraged interfaces between the grant accounting system and the federal drawdown systems such as Smartlink
- Establishment of **payment reconciliation process that reviews funds disbursed** to requests for reimbursements, subrecipient expenditures and drawdowns from FEMA to identify improper payments. This process easily leverages our reconciliation templates that have been developed

and refined from usage in the field and compatible with established data elements available in information systems such as a project tracking system and FEMA's Smartlink system

Prepare and submit the State's quarterly progress reports to FEMA, including large project reporting

Our team has developed a **quarterly reporting template and tracking system** to facilitate the process of receiving and consolidating quarterly report results. Using the Deloitte Survey Tool, the State would be able to administer and receive quarterly report responses from

Coordinate FFATA form completion by subrecipients

Through working with the subrecipients, the engagement team will work to facilitate that where applicable, **Federal Funding Accountability and Transparency Act (FFATA) forms are being correctly completed.** Regular contact will be maintained with the subrecipients, including a documented schedule of activities and a recording of meeting activities through your grants management information system. Further, we have developed standardized tools and templates that help support the collection, consolidation, reconciliation, analysis and formatting of data for FFATA reporting.



Conduct site visits to applicable projects at least quarterly and report on site visits in the grantee quarterly report and provide templates that will be used to document site visits

We will be in constant contact with the subrecipient and will **develop routine and scheduled visits and will monitor this activity** across the subrecipients. We have developed site visit templates that can be customized to the nature of the disaster and project and will utilize these in the field. In addition we have developed training programs to educate new personnel in how to conduct site visits.

Prepare State files for FEMA project closeout and future audit

We will implement our **proprietary closeout process which has been endorsed by FEMA** and used in conjunction with our clients across the country. Our deep experience with the closeout process and our incorporation this knowledge into the earlier phases of the project will mitigate both common and uncommon risks associated with this task.

Conduct final inspections and sign off for the State on large project completion forms

Our experience has demonstrated the importance of **highlighting project closeout from the start of the grant lifecycle.** The proposed reimbursement process will assist in capturing the required information for closeout throughout. We have experience working with grantee organizations and with FEMA to establish a streamlined closeout process that is audit compliant.

Our primary closeout activities may include:

- Review expenditures and test for compliance with regulations
- Reconcile and closeout accounts internally (including small project net cost overruns)
- Request formal closeout from funding source(s)
- Record and report on variances
- Closed accounts

- Variance reports (if required)

We can work with the State and the subrecipients to close out the grants, project by project, until the disaster is complete.



Figure 5: Illustrative project closeout process

Deloitte understands the importance of audits to the grants management cycle as a means of **providing confidence to grantors as to the management and use of such funds** by recipients and subrecipients. The State and FEMA may be subject to DHS OIG audit or review, and subrecipients have the ability to appeal decisions, even after their projects are closed.

Ultimately, we see audits as more than numbers and compliance. We work with clients to improve their overall financial reporting processes and to help them better understand their business. We also consider it our job to continually inform our clients about accounting, financial and regulatory developments that may affect their business.

To this end, we can assist the State to prepare for audits by performing:

- Account reconciliations and analysis of underlying general ledger balances to determine accuracy and reliance on during an audit. This will include identification of applicable adjustments, preparation of a trial balance and set of double-entry journal vouchers supporting adjustments and reclassifications to the general ledger.
- Documentation of accounting systems and assessment of internal controls: we can prepare process flowcharts and procedure documents and also develop and implement audit readiness test plans to evaluate the operating effectiveness of internal controls and development of corrective actions to address control deficiencies



Providing audit support such as training to State personnel interfacing with external auditors and ongoing consultation to provide additional information and/or explanations as required to facilitate a smooth audit process.

Monitor subrecipient compliance with regulatory and programmatic requirements

To monitor project progress and compliance with the terms of the grant agreements and applicable federal regulations we can **develop and implement a sustainable risk-based grant monitoring program that is scalable to meet the specific needs of the State and its subrecipients.** Our compliance programs are broad and may include the following elements:

- **Risk assessment** to discover high vulnerability areas specific to the State, subrecipients and grant programs as well as to determine the applicable level and intensity of subrecipient reviews
- Development and implementation of an **annual monitoring plan**
- **Perform desk reviews** for sub-recipients meeting the minimum requirements based on sub-recipients' applicability to 2 CFR 200; or develop procedures to perform 2 CFR 200 desk reviews including the customization of templates for management decision letters
- **Perform on-site visit reviews** based on the result of the risk assessment and desk reviews
- **Review monthly/quarterly reports** submitted by sub-recipients and **perform trending** to identify anomalies of reports
- Perform **ongoing communication** to share changes in compliance requirements to sub-recipients

Make staff available for future audits

We would be honored to continue our relationship with the State after the close of this engagement through **supporting potential future audits. We hope to come to a separate and mutually agreed upon arrangement on the timing, scope and cost of audit support services.**

1.9

a. Describe bidder’s process for providing IA technical services.

Response:

PROCESS FOR PROVIDING IA TECHNICAL SERVICES



The FEMA IA program offers a portfolio of critical programs and services such as the Federal Individuals and Households Program (IHP) Housing Assistance, Disaster Case Management (DCM), Disaster Unemployment Assistance (DUA), Disaster Legal Services (DLS), and Crisis Counseling and Training Program (CCP), IHP Other Needs Assistance (ONA), and Transitional Sheltering Assistance (TSA) to help individuals and households affected by disaster events.

After each declaration, FEMA and the state will enter into an agreement documenting the understanding, commitments, and conditions under which FEMA will provide assistance. Given the various combination of programs that may be enacted, Deloitte can support the State in determining how best to implement the portfolio of IA programs services in pre-disaster and post-disaster circumstances. We intend to consult with state and federal officials to develop a delivery model for IA using the national, regional, state and local NGO and VOAD groups.

Pre-disaster planning

We can work to support the State and FEMA to perform a pre-disaster assessment of the vulnerability of the housing stock and population to the potential impacts of hurricanes, floods, earthquakes, tornadoes and other natural and man-made hazards. Through this effort, FEMA and the State can identify a wide

range of potential housing recovery strategies and solutions that can be leveraged in the event of a disaster. An important outcome of this activity will be to provide insight into the following key measures:

- Housing inventory by type and occupancy; including vulnerable locations;
- Performance of housing stock against recent disaster events;
- Critical challenges and obstacles to housing recovery;
- Lessons learned from recent housing response and recovery (within and outside the jurisdiction of the State) to help improve opportunities for enhancing capabilities and capacities; and
- Applicable State and local requirements to be met (permits, codes, fees, etc.) to comply with, as identified under the various FEMA IA programs

Damage Assessment

Although a primary responsibility of FEMA, we can help support the State and FEMA with conducting damage assessment in the event of a disaster events. Our technically proficient professionals can support with the following activities that provide situational awareness and offer insights into capabilities that can be translated into expedited and cost-effective recovery:



- Assess geographic distribution of damages and housing
- Determination of the accessibility of disaster site(s) and proximity to FEMA assets (personnel, equipment/supplies, offices).
- Facilitate inspections to better capture the nature and scope of damages (including availability of power/water and functionality of local government/services)
- Identify and quantify the types of housing units that can be used in the impacted area and alternative housing solutions
- Coordinate the discovery of potential shortages in locally available building materials as well as shortage of local labor, skilled and unskilled that can help accelerate the rate of re

Site Assessments for Temporary Housing

We can support the State and FEMA in the identification and mapping of potential sites that may be used for temporary housing including but not limited to Emergency Group Sites, commercial, state parks, commercial parks. For each identified site, a feasibility analysis can be performed to:



- identify potential challenges and issues that may hinder recovery objectives
- inventory applicable State of local code requirements, laws or ordinances that pertain to each property
- Identify environmental concerns, including hazardous materials, surface and ground water, natural resources, or historic and cultural resources.
- Identify what type of capital improvements will be needed for the site, including debris removal, electric services, septic tanks or sewer systems and major plumbing.

State Liaison Support

We can support the State to liaise with FEMA to help coordinate the implementation of operational plans that help identify potential housing problems, understand requirements and operationalize recovery strategies in an efficient manner. In this role, we may be able to help:

- Facilitate meetings with key State and local officials to maintain ongoing situational awareness
- Identify and document standard and exception requirements in each county and municipality that need to be met, including:
 - Placement or zoning restrictions (and sources of information).
 - Lot boundary restrictions
 - Contractor licensing requirements
 - Permit requirements for installation of temporary housing units
 - State or local building inspection requirements
 - Utility company requirements for transfer of service and inspection
 - Requirements for and cost of utility system tap fees
 - Utility company installation specifications
- Coordinate with FEMA DSA Site Assessment teams to identify problems, issues and impediments that need to be addressed
- Coordinate the identification and deployment of personnel with specialized skills that will be needed in a major housing mission

Technical Assistance, Community Outreach and Training

We can provide experience and qualified technical subject matter resources that provide applicable awareness and trainings to program subrecipients on topics related to FEMA IA programs such as:

- Understanding the different types of IA programs and the sequence of delivery;
- Explaining the availability of and access to community service programs such as crisis counseling, disaster unemployment assistance, disaster legal services, and disaster case management;
- Evaluating eligibility for each applicable IA program and documentation requirements to demonstrate ongoing compliance

1.10	a. Describe bidder’s process for providing HMGP technical services.
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Response:

PROCESS FOR PROVIDING HMGP TECHNICAL SERVICES

Our proposed approach to delivering the HMGP programs begins with **engaging stakeholders at the State (grantee) and subrecipient levels early** to proactively identify opportunities and potential challenges, while fostering collaboration on management priorities. The foundation of our method is for our professionals to work alongside State personnel to conduct briefings, provide trainings and on-site technical and regulatory assistance to actual and prospective HMGP subrecipients, assist with the design and implementation of community education and outreach efforts, assist with the review and development of project applications, and establish grants management procedures and processes to confirm reimbursement of funds and closeout and audit processes.

This level of support helps confirm that **mitigation is a core focus for the recovering communities** and helps counter negative perceptions of mitigation as a hindrance to expedited recovery by highlighting and explaining the inherent complexities, uncertainties, and timelines required for implementation.

Considering the projects already identified and expected to move forward within the initial plans, it is critical for teams to fully integrate themselves within focus areas in order to give each their attention. As a result, we advocate for the assignment of **specific Mitigation Specialists to serve as consistent and singular points-of-contact** with specific communities/subrecipients, based on a combination of geographic location and the relevance of consultant experience to identified opportunities. These subject matter resources will be supported by technical professionals that bring specific competencies in critical areas, such as engineering, benefit-cost analysis, and environmental and historic preservation, and can engage subrecipients on an as-needed basis to address specific issues that may arise. This approach confirms that entities considering applying for recovery funds have access to the “right person” to answer questions and measure accountability against.



Grantee Application Review, Comments, Follow-up, and Application Approval

To help confirm the timely achievement of recovery objectives, we have developed a logical and organized approach to providing technical and regulatory assistance to identified subrecipients. As existing or future project applications are received, our professionals will provide support to the State in conducting reviews of applications, identifying potential issues, and helping identify instances where provided information may be insufficient to justify funding award. Potential differences involving aspects of eligibility, funding, or program expectations identified will be leveraged in the preparation of Requests for Information (RFIs) for subrecipients to request missing documentation and obtain clarification as a means of improving project quality.

Additionally with previously submitted HMGP project applications, our team will conduct a **retroactive review through targeted spot checks** to determine whether deficiencies exist in documentation or other program requirements. If issues are found when reviewing applications, our team will recommend strategies for corrective action to resolve existing issues and prevent future issues.

Our specialists will also be available to assist the State in reviewing project submittals to:

- facilitate consistency with State and regional/local recovery and mitigation plans,
- offer analysis and recommendations, if requested, based on our analysis of project documentation vis-à-vis State-established priorities for the use of funding.

A critical element of this HMGP project review involves supporting the completion of a well-documented, **defensible Benefit-Cost Analyses (BCA)**. Our Mitigation Specialists are well versed at FEMA’s Benefit-Cost Analysis Tool, the accepted methodology for demonstrating the benefit-cost relationship and can help prepare an aggressive, yet justifiable, BCA for subrecipient projects.

Our BCA resources, some who helped on the review teams in the development of the recent version of FEMA’s BCA are able to provide training in both formal settings and in subrecipient facilities, helping them to perform BCAs on projects to evaluate potential project viability on their own. By providing this training

using the community’s actual projects, we have found that **community representatives often learn more and are better able to retain that information for use in the wake of future disaster events.**



Submitting project applications for funding often results in rounds of discussion and clarification with FEMA, and grantee program staff about the documentation submitted as well as the true intent and importance of prioritized projects, the methodologies used to determine relative benefits and costs, plans for effective execution of grant specific requirements, and other factors. To this end, our recovery professionals are able to serve as advocates for the projects the State has submitted on behalf of subrecipients Statewide. We will collaborate with FEMA representatives to increase the likelihood of approval of submitted project applications.

After the award, we will **provide hands-on technical assistance**, both in person and by phone, to subrecipients to help meet programmatic requirements for project implementation, confirm applicable documentation for payments, and provide grant management support to the State. Our personnel will provide HMGP support in tandem with State personnel, in an effort to provide both formal and on-the-job training to build state and subrecipient capacity.

Contract Development

Our HMGP professionals have extensive experience in the review of grant-related contract documents, helping to assess whether relevant points are addressed in the document prior to execution, thereby **reducing the potential of contracting issues during project implementation.** We will provide technical assistance to the State to confirm that contract documents meet the programmatic intent of the HMGP program and are constructed to be both binding and flexible as needed for applicable stakeholders, helping meet the programmatic goals and intent of the project.

Correspondence

We understand the importance of clear communication and documentation, and how detrimental the absence of either is to the effectiveness of the program. We routinely assist our clients with documentation and correspondence related to the management and implementation of HMGP **using field-tested documentation templates and forms** that capture applicable levels of detail of meetings and interactions with subrecipients and other recovery stakeholders.

Subrecipient Procurement

We understand that inexperienced subrecipients often need detailed training regarding proper and acceptable procurement using federal funds, especially as it relates to acceptable methodologies and substantiating documentation for procurement activities. We also understand that experienced subrecipients often have routine practices that – while seemingly acceptable when using local funding – may not adhere to the stringent standards required of federal or state funding.

We will work with subrecipients on **understanding the procurement requirements** established in 2 CFR 200, 44 CFR, Part 13 and 24 CFR Part 85. We will provide training and documented guidelines to help subrecipients understand the process, the documentation requirements, and the importance of proper procurement, as well as the **potential ramifications of an improper procurement**. Additionally, we will advise subrecipients on grant-specific procurement requirements such as Davis-Bacon and minority business goals. We will share knowledgeable points of contact with subrecipients to address questions or concerns regarding the procurement process, and that those questions or concerns are promptly and fully resolved.



Additionally, we can work with subrecipients to retroactively address issues related to improperly procured and/or executed contracts. We can provide insights on prevailing issues and help subrecipients clearly understand the issue, solution, and reason the issue existed, and more importantly help them to build capacity to proactively recognize and avoid such mistakes in the future.

Permits



HMGP projects require various Federal, State, and local permits, and we believe that not only should permits be part of the project and application development process, but also should be accounted for during the application review and approval process. Our HMGP methodology helps **minimize the possibility that a subrecipient is surprised by the necessity of procuring a permit** (i.e., floodplain management permit or certificate of occupancy) as the need was established at the onset.

Our Mitigation professionals have extensive experience with both floodplain regulations and building codes, critical requirements for many construction projects considered or funded through the HMGP. Many of our professionals maintain Certified Floodplain Manager status, as certified by the Association of State Floodplain Managers. This certification facilitates a level of proficiency that our clients find valuable, particularly during the HMGP application review and project implementation processes.

Subrecipient Reimbursement Requests

Our Mitigation professionals understand that these programs are one of many post-disaster funding sources that subrecipients work through in order to achieve recovery. We also understand how confusing the myriad of regulations, requirements, documentation, and timelines can be for subrecipients – which also have other, non-recovery responsibilities they are responsible for during this process. The more funding sources available, the more likely it is for reimbursement confusion.

Our approach to this frequent recovery issue is simple – we can work closely with subrecipients throughout the project implementation process, helping them where they require assistance and help them understand not only what is required to gain reimbursement, but also why it is required and how to meet those requirements. Our experience has shown that **subrecipients are more effective if they understand the process, not merely the specific piece that applies to a particular transaction**. This approach is equally as effective for helping subrecipients correctly assigns costs to the funding sources

available, and that they document those costs to facilitate reimbursement eligibility, according to that program's requirements. We will work with them to make sure they are clear regarding what program is funding what portion of a project, and how that program requires those costs be documented as required, reasonable, allowable, and allocable – and therefore eligible – as well as the documentation requirements that govern reimbursement requests.

Our extensive project work with this program means that we understand those cost categories that FEMA considers eligible and those that are ineligible, as well as those that require further research and consideration before a determination can be made. We will work closely with both the State and subrecipients to **confirm that costs considered eligible can be effectively documented**, costs found to be ineligible are confirmed, and those costs that require further consideration receive the required attention to make a determination.

An inherent issue related to the use and management of multiple funding sources is duplication of benefits. Our recovery professionals **execute duplication checks during application formulation and periodically during subsequent phases** to facilitate ongoing compliance with program requirements. We will particularly anticipate potential duplication of benefits during instances of modification to applications or changes to the project's approved scope of work. We will proactively work to confirm that unintentional duplication or the appearances of duplication are minimal. Additionally, when required we will notify appropriate personnel to escalate instances of duplication and will work with the subrecipient to understand both the issue and its appropriate resolution.



Grantee Reimbursement Requests

We recognize the eligibility requirements and documentation requirements associated with grantee reimbursement under **HMGP requires documentation of work efforts to a degree that allows the grantee to seek reimbursement** for the majority of our work effort under FEMA's direct administrative cost (DAC). Professionals can track their time in applicable time increments (e.g., 15 minutes), linking each block of time to a description of the work that was performed and information regarding specific projects and work sites.

Our team understands the criticality of effective documentation of these costs to be reviewed and evaluated at financial monitoring. Our professionals will help the State understand the types of activities that are considered eligible for reimbursement as administrative costs. Our staff will also work to facilitate proper documentation of their time and effort - allowing for timely and effective reimbursement.

Grantee Documentation

Applicable documentation is one of the critical factors to the disaster recovery operation. Documentation provides the basis for the management of project objectives, communications with the State and its subrecipients, management of quality task and milestones tracking, the foundation for the reimbursement process, and facilitation of the final project closeout process.

Our professionals will provide the State with **properly prepared documentation and associated support and guidance to facilitate its recovery, meet objectives, and retain federal funding.** Our defined documentation processes and templates will help confirm that the State will have the required support and audit trail available to reduce potential issues as the recovery moves forward. Records will be made available in electronic and hard copy formats in accordance with applicable federal and grantee standards and ease transmission to FEMA, state auditors, and other critical recovery stakeholders.

Subrecipient Documentation

Our professionals have assisted subrecipients in **establishing and maintaining applicable documentation systems**, and enabling those practices and systems meet the requirements of HMGP and the grantee. We will work to provide applicable training and education to subrecipients to distinguish the documentation requirements of HMGP and other federal programs. We will assess existing documentation practices and systems, helping to identify changes or recommend expansions of those practices and systems required to meet requirements of HMGP and other programs, and to understand the importance of maintaining the required documentation for the required time period.



Beyond providing training and examining documentation practices and policies, our team will be prepared to provide **dedicated support to subrecipients for both programs from project formulation and subrecipient development to reimbursement and closeout.** Our support will include reviewing previously created or submitted documentation against governing regulations to identify gaps and assistance when developing future document templates, practices, and policies.

Additionally, we have developed **standard documentation templates and retention formats to guide subrecipients and help reduce the possibility of missing documentation.** As we have done in prior engagements, we will work with subrecipients to locate missing documents or to determine other possible options that will satisfy the audit trail requirement. We will work with subrecipients to make sure that they understand the purpose of the documentation and what requirement is being met, which often better enables them to find options that will satisfy the requirement.

Training

One of our core engagement delivery principles is to **enable within our clients the capacity to manage the processes we execute and drive the sustainability of the recovery mechanism.** To that end, we can provide the State and subrecipients with various level of HMGP technical and programmatic training via applicable delivery mechanisms, including roadshows, classroom settings, on-the-job training and remote delivery.

Training can be delivered as **a series of geographically diverse sessions** which will specifically address procurement, reimbursement requests, permits, documentation requirements, monitoring, reporting, and closeout. These training sessions will provide subrecipients with the opportunity to ask questions and meet face to face with HMGP Specialists who will be supporting them through the lifecycle of their grants.

Topics we may be able to provide training for include, but are not limited to

- Project and application development;
- Benefit-cost analysis;
- Application and project eligibility reviews;
- Appeals
- Programmatic requirements and timing including Action Plan and amendment development;
- Environmental and historic preservation;
- Project audit and closeout; Proper procurement,
- Grant management;
- Using grant management software;
- Documentation requirements;
- Reimbursements;

We will work to promptly assess specific training requirements, and can **tailor a training plan to each organization, that allows for applicable training to be provided to staff and subrecipients in a timely manner.** We can execute that training plan to the organization's staff, helping to build capacity for the future.

Monitoring

Upon approval of HMGP projects we will **initiate monitoring of approved projects** (in the field and through stakeholder engagement) and **conduct periodic documentation reviews** to confirm that program rules are followed and sufficient progress is being made. Specific components that we routinely monitor include: progress against approved milestones, completion of the approved scope of work, adherence to National Objectives, and compliance with applicable regulations and grant requirements.

Our professionals will create **customized monitoring and inspection plans that involve regular, scheduled follow-up with each subrecipient** for approved projects, to confirm that activities have been completed in compliance with the grant agreement and Action Plan, that required quarterly and other reports are submitted correctly and on-time, and to answer questions regarding grant documentation, project management, or other related topics. Monitoring and inspection plans will be created in consultation with the approved project milestones and will be reviewed with the subrecipient at the time of project award.



This review will also help to **confirm that stakeholders understand the grant management requirements of award**, including the need for periodic site visits and other inspections. This plan will be leveraged through each phase of the project life cycle, including quarterly reports and site inspections, and will be amended if the approved milestones are modified. By using this monitoring plan, our professionals will be able to readily identify and proactively address potential issues affecting the project's implementation.

In the event that issues are identified, our professionals can **offer direct technical assistance to address problems in a timely and effective manner.** Our professionals will also communicate on an ongoing basis with the State, so that issues requiring State attention or engagement with federal agencies are addressed in a manner consistent with State protocols, policies, and procedures.

Compliance

Mitigation projects are not implemented independently and are subject to a variety of cross-cutting requirements, including but not limited to National Environmental Policy Act (NEPA) and National Historic Preservation Act (NHPA), as well as applicable public health and safety regulations, codes, and ordinances.



Our team has **significant experience interpreting regulations and implementing compliance control measures for grantees and subrecipients.** This knowledge is both shared and transferred to the subrecipients and State through training as identified earlier. Training serves as a critical tool to both current and potential future subrecipients in understanding compliance requirements by providing a framework through which compliance challenges are addressed. Additionally, one of the simplest and

effective means of helping make future subrecipients aware of federal requirements are through compliance checklists. These reference documents provide the basic framework under which each requirement to operate and open the door to subsequent discussions around compliance. Checklists can be customized to provide basic, general information (i.e. duplication of benefits summary with examples) or tailored to more specific, technical matters (i.e. detailed review of NEPA-related requirements specified under 24 CFR Part 58.5).

Our approach includes **performing a cultural and environmental review prior to awarding or initiating projects** and engaging FEMA, Indian Tribes, State Historic Preservation Officers, Advisory Council on Historic Preservation, and other federal or state stakeholders to establish agreements on approach to related issues as early in the process as possible. Our professionals apply a programmatic view of issue resolutions to confirm that negotiations and documentation requirements needed to achieve resolution have the broadest possible impacts, thereby resolving issues for future projects with potential similar issues.

Proactive engagement is even more important when a project involves multiple funding programs, as programs often have differing requirements for compliance. Coordinating an agreed upon approach to meeting applicable requirements – and helping relieve undue burden to either the subrecipient or grantee – is critical for disaster recovery to move towards completion. Early identification of requirements for the funding sources, disparity between programmatic requirements, and its expedient resolution is required for progress. Our professionals have extensive experience in this identification and resolution, having worked with hundreds of sub subrecipients who found themselves in this exact situation.

Reporting

We routinely work with our grantee and subrecipient clients to meet their specific reporting requirements. We assist them with the collection, review, and compilation of subrecipient reports that feed into grantee reports, helping them to condense large volumes of information and data into a concise format that provides the required metrics and information to satisfy federal and State reporting requirements.



Our professionals understand the importance of tracking report documents – those from the subgrantee and those produced by the grantee – in accordance with retention standards. Our professionals have

used an array of methodologies and mechanisms for this tracking – MS Excel spreadsheets, MS Access databases, and other internal client systems – and are familiar with the advantages and disadvantages of each system. We will promptly adapt to the State's preferred tracking mechanism, to reduce interruptions to the disaster recovery. If a new tracking system is required, we will promptly assess the situation to determine the applicable option and help the State implement their chosen methodology promptly and efficiently.

We can provide a wide array of reports, as requested and as needed. Reports we routinely develop, update, and provide to grantees to assist in tracking and reporting of disaster recovery activities include:

- Project status reports;
- NEMIS tracking reports;
- Obligation/pending obligation reports;
- Action item tracking reports;
- Issue tracking reports;
- Appeals tracking reports;
- Accomplishments report;
- Direct administrative cost tracking reports;
- Awards in progress reports; and
- Cost share reports

Final Inspections

We understand final inspections are required for timely and effective completion of each project. Upon notification that a project is complete, our professionals will schedule a final inspection. We can confirm the project was completed according to the approved scope of work, and that the finished project functions as expected and as described in the approved narrative.

If a completed project does not comply with listed requirements, our professionals can work with the subgrantee to determine areas of deviation, root causes and applicable justification for the deviation. We will work to resolve discrepancies to the extent they can be in accordance with the approved scope of work. For outstanding items, our staff will document the ineligibility, and prepare documentation notifying the subgrantee of ineligible work and subsequently ineligible costs, as well as other ramifications from the deviation. We will also work with the subgrantee to make sure they understand the reason for the ineligibility decision (and resulting deobligation), to help them avoid such mistakes in the future.

Closeout

Our professionals will strive to make the closeout process as simple as possible for stakeholders. To do this, we approach each aspect of grant management and project implementation with an emphasis on the eventual closeout of the project and grant. Our deep experience on multiple Federal grant programs has provided our professionals with proficiency in the reconciliation of financial documents, assembly and review of closeout packages, and preparation of final reports. By **working closely with grantee and subgrantees throughout project implementation and grant management process**, many apprehensions or misunderstandings related to closeout are alleviated, and the process is often smoother for stakeholders involved.

Audit Assistance

Similar to closeout, our professionals will approach aspects of project implementation and grant management with consideration for an eventual audit of project files. We find this approach contributes to effective audit reviews by reducing time spent auditing or the urgency of resolving issues during the audit itself. Due to our understanding of grant program audit requirements, we are able to work with

grantees and subgrantees throughout the process, ensuring that the audit documentation requirements are considered and accounted for throughout each phase of the life cycle of the grant/subgrant.



At the grantee level, our professionals have experience reviewing and understanding audit reports, and will assist with required response to detailed findings, as applicable. We can assist with the collection of additional documentation and information, compiling the newly gathered information into an appropriate format, and preparing the response package. Where applicable, we can also provide technical assistance for the review of systems, practices, or policies in response to an audit finding. We can provide required technical assistance, as applicable, to help identify the root cause issues, develop and document corrective action plans and other tasks required towards the grantee's response to the finding.

Other Tasks

Due to our exposure to the various phases of the recovery lifecycle, we are able to provide the State with additional recovery management services including but not limited to assistance with hazard mitigation planning, HMGP application appeals, and Disaster Recovery Grant Reporting (DRGR) system support.

Hazard Mitigation Planning (Part 201)

A critical aspect of an effective HMGP project is the ability to **link the project type and outcomes to those described in approved mitigation plans and strategies** (at both the state and local levels). However, our experience has shown that sometimes these linkages do not exist; for example, some communities may not have FEMA-approved local mitigation strategies at the time of the disaster, while others may have plans that do not contemplate a type of mitigation activity identified after a specific event.

One of our initial steps is to identify which communities in the state were not included in an approved mitigation strategy prior to event declaration. Using this information, our professionals can engage with those communities to educate subrecipients regarding the consequences of not being part of an approved mitigation plan, and encourage undertaking steps required to develop such a plan. We are able to discuss and explore possible funding sources to pay for plan development efforts (including 7% planning funds under the HMGP, when available), and then support the State in working with FEMA to obtain an agreement to allow conditional eligibility for those communities while they develop their plans.

Appeals

We **approach each project application in a manner designed to reduce the need to file appeals**, as the appeals process can be time consuming and can offer uncertainty for recovery efforts for extended periods. To this end, we work vigorously to negotiate and resolve issues with stakeholders prior to recommending the necessity of an appeal. With the support and concurrence of our clients, and backed-up by our extensive program knowledge and visibility into past precedents, our professionals routinely work with the FEMA Project Officer, Public Assistance Coordinator, HMA Branch Chief, and leadership in the Joint Field Office, as well as leverage our relationships with leadership in FEMA Regional Offices and FEMA Headquarters, to address concerns and try to reach agreement without having to go to appeal.

Contingency Tech Staffing for FEMA Recovery Programs |

Our professionals have experience in preparing, arguing, and effectively resolving appeals in collaboration with our clients. We can work directly with State, local, and private non-profit grantees and subrecipients to determine grounds for possible appeals, help frame the information provided by subrecipients to address rules and guidelines, help prepare supplemental responses to the subrecipient's appeal, and assist in preparation of oral argument. Our professionals utilize our deep understanding of law, regulation, policy, and guidance, along with our knowledge of FEMA past-precedent and tested methods of arguing and negotiating resolutions in order to obtain sustainable results.



Appendix: Illustrative Staffing Profile

Our people make the difference.

Organizations don't provide services. People do. **What really makes the difference are the people who serve you**—and their commitment to you. We are committed to bringing the right people with the right qualifications, both now and in the future. **We have assembled a team of high-caliber professionals with the right blend of knowledge, experience, and industry skills to serve the State.**

Per the RFP and Addendum Two: Questions and Answers, provision of “by-name personnel” is only required for a Task order and **not considered part of our evaluated proposal response or contract.** However, we are providing an illustrative staffing profile in **Table 8** that provides a tangible demonstration of our experience and technical capabilities

Upon a defined task order scope and priority needs assessment, we will work with the State to identify and onboard the requisite professionals with the requisite experience and skillset. Should a proposed resource be unavailable to be staffed on any resulting engagement, we will work with the State to select a replacement professional with similar experience and qualifications.

TABLE 8: POTENTIAL STAFFING MATRIX

Resource	Affiliation	Proposed Engagement Role	Years of Experience
Kathie Schwerdtfeger	Deloitte	Engagement Partner	31
Linus Akanoh, Jr.	Deloitte	Project Manager	12.5
Mike Byrne	Deloitte	Senior Advisor for Public Assistance	33
Shahbaz Niazi	Deloitte	Public Assistance Program Liaison	9
Chrystina Cappello	Deloitte	Public Assistance Technical Assistance Liaison	9
Jasmine Desrosiers	Deloitte	Problem Resolution Officer	10.5
Zein Jivani	Deloitte	Appeals Specialist	5
Lester Lawson	Deloitte	Senior Debris Specialist	17
Christina Crue	Deloitte	Senior Advisor for Hazard Mitigation Assistance	19
James Clark	Deloitte	Hazard Mitigation Assistance Program Liaison	10
Kenneth Robinson	FDC	Hazard Mitigation Assistance Benefit-Cost Analysis Specialist	25
Robert Jacobsen	FDC	Hazard Mitigation Assistance Technical Liaison	16
Katherine Stevens	FDC	Closeout Specialist	9
Erica Klevers	FDC	Disaster Recovery Specialist	13
David Vasquez	Deloitte	Accounting Analyst	4



Kathie Schwerdtfeger, CPA
Partner
Deloitte & Touche LLP

Proposed Role:
Engagement Partner

Kathie is a Partner in our National Grants Management–Disaster Recovery practice and specializes in providing disaster related consulting and advisory-related services to public sector clients throughout the country.

She has more than 33 years of experience providing financial, compliance, and performance audits, internal audits, risk assessments, forensic investigations, and helping public sector entities administer their federal grant programs in compliance with federal laws and regulations. She has led many of our recovery projects including with the State of Texas, Louisiana and Colorado.

Prior to joining Deloitte in 2001, Kathie spent 13 years working for the Texas State Auditor’s Office (SAO) where she served as Special Assistant to the State Auditor and the Federal Single Audit Coordinator.



**Linus Akanoh, Jr., CGMS CIA,
CISA, CRMA**
Senior Manager
Deloitte & Touche LLP

Proposed Role:
Project Manager

Linus is a Senior Manager with more than 12 years of diversified professional services experience in the federal disaster recovery grants management, regulatory compliance and finance process / technology transformation.

He provides technical experience and leadership on large, complex disaster recovery projects for Stafford Act, NFIA and FEMA funded programs for Hurricanes Katrina, Rita, Gustav, Ike and Harvey. His experience includes leadership of Deloitte’s multi-disciplinary teams and program administration and technical assistance efforts in Louisiana, Colorado, and Texas.

A skilled facilitator and problem-solver, Linus has demonstrated exceptional competencies in project management, application of defined metrics, technology, and personal interaction to increase communication and facilitate progress reporting.



Mike Byrne
Executive Specialist
Deloitte & Touche LLP

Proposed Role:
Senior Advisor for Public
Assistance

Mike is an award-winning emergency management executive with more than 30 years in increasingly responsible executive leadership positions. His career is marked by leading large-scale transformational change projects including the creation of the New York City Office of Emergency Management, the Office of Homeland Security in the White House, the Department of Homeland Security, as well as the management of an innovative \$10B disaster housing recovery program.

Mike has been the leader of numerous major FEMA disaster and recovery responses to include 9/11 in NYC, Alabama Tornadoes in 2012, Haiti Earthquake in 2010, Hurricane Sandy in NY and most recently Federal Coordinating Officer and Federal Disaster Recovery Coordinator for Hurricanes Irma/Maria in Puerto Rico and the United States Virgin Islands. He has obligated over \$9 billion in disaster assistance and designed a new and innovative approach to large scale disaster recovery, utilizing public assistance alternative procedures as well as organizing the recovery by critical infrastructure sector. This approach is widely praised by both the Commonwealth leadership and the federal interagency.



Christina Crue
Senior Manager
Deloitte & Touche LLP

Proposed Role:
Senior Advisor for Hazard
Mitigation

Christina brings with her nearly 20 years in the Emergency Management field, specializing in preparedness and resilience. Christina is a Certified Emergency Manager and has supported State, local, federal and private sector clients in strategic planning, training, exercising, and stakeholder engagement.

Through her current Deloitte project experience and prior roles with the Maryland Emergency Management Agency (MEMA), Christina provides preparedness-related consulting services to grants and subgrantees by helping enhance the capabilities to prepare for, respond to, mitigate against, and recover from all types of hazards. She focuses on the development of FEMA preparedness programs, assessment of capabilities, development and delivery of training courses, exercises, and other experiential learning opportunities, as well as advising clients on improvement and strategic planning.



James Clark
Senior Manager
Deloitte & Touche LLP

Proposed Role:
Hazard Mitigation Assistance
Program Liaison

James has more than 10 years of experience in disaster recovery and emergency management. He has a deep knowledge of and skills in management and supervision, effective leadership, oral and written communication, evaluation of project effectiveness and management of multiple tasks.

James served as part of the Disaster Recovery efforts at the Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) from 2007 through 2015. As part of the Executive Management team, he developed and implemented organizational structure, policy, and procedures across Stafford Act Recovery programs.

James has extensive experience across aspects of Recovery programs to include, damage assessments, project formulation, grants management, technology systems (such as EMGrantsPro, NEMIS, EMMIE, data warehouse), compliance, finance administration, cost allocation, and Closeout activities.



Chrystina Cappello
Manager
Deloitte & TOuhce LLP

Proposed Role:
Public Assitance Technical
Assistance Liaison

Chrystina is a Manager in our Capital Projects groups and holds undergraduate degree in Architectural with a concentration in Mechanical Engineering. She has more than eight years of experience in construction with a background in architectural engineering and construction management supporting projects in construction audits and litigation, construction and project management, finance transformation, public sector grant management, resiliency, and benchmarking studies for FEMA PA and HMGP grant programs.

Through these experiences she has written affirmative and rebuttal reports, discovered cost recovery opportunities on construction projects, designed and implemented monitoring programs, developed web applications, analyzed data and processes, developed trainings and procedures, and created presentations in support of technical matters such as environmental protection, historical preservation and insurance cost management.



Jasmine Desrosiers
Specialist Senior
Deloitte & Touche LLP

Proposed Role:
Problem Resolution Officer

Jasmine specializes in providing disaster recovery support to states and municipalities for federally funded grant programs. She is a Team Lead that identifies and monitors potential programmatic non-compliance and helps develop corrective action recommendations and provides operational support services including complex issue resolution and process improvement.

A former Infrastructure Branch Director with FEMA, Jasmine brings more than 9 years of experience with FEMA Public Assistance, Hazard Mitigation Grant Program, federal grant closeouts and the declaration process. She has provided grant management and disaster recovery support to subrecipients in the State of New York, New Jersey, Kentucky, South Carolina, Florida, Mississippi, Louisiana and Texas.

Jasmine is proficient in Public Assistance implementation, financial reconciliation and grants review. She has managed large recovery teams which provided technical resolution assistance in the areas of procurement and documentation reviews, financial reconciliation oversight, eligibility concerns, cost estimating procedures, cost analysis, project management, grant management, technical programmatic projects, legal and regulatory interpretations and methods on improving field activities and project completion.



Zein Jivani
Senior Consultant
Deloitte & Touche LLP

Proposed Role:
Appeals Specialist

Zein has more than 4 years of experience with the Stafford Act, the FEMA Public Assistance Program, HMGP, and the application of 44 CFR and 2 CFR.

A licensed attorney, he specializes in providing legal and regulatory advice, training, and consulting services to FEMA Public Assistance Program eligible organizations and authorities. He has supported multiple appeals related to issues across each phase of the FEMA PA and HMGP life-cycle, including project development, providing procurement advice in compliance with the OMB Super circular, auditing large projects, performing compliance reviews, and guiding Recipient support or opposition to Subrecipient appeals.



Lester Lawson
Consultant
FDC

Proposed Role:
Senior Debris Specialist

Lester has extensive experience supporting FEMA and PA disaster recovery projects across multiple disasters, programs and jurisdictions. His proficiency includes providing technical and programmatic service support in the area of debris management.

He has served in various critical roles including DHS/FEMA Task Force Lead, Public Assistance Coordinator, QA/QC Lead, Project Officer and Senior Estimator/CEF Lead, 406 Mitigation, Project Specialist,.

His insights into the nuances associated with debris management has allowed him write and process worksheets totaling more than one billion dollars of funding water/wastewater facilities, roads, bridges, causeways, utilities and parks.



Kenneth Robinson
Consultant
FDC

Proposed Role:
Hazard Mitigation Assistance
Benefit-Cost Analysis Specialist

With undergraduate and graduate degrees in Mechanical Engineering, Ken has assisted multiple state and subrecipients with generating defensible cost estimates cost for repairs of small/large projects under Stafford Act and NFIA grant programs. He is proficient in the use of various cost estimating tools (i.e. RS Means, CostWorks software, local contractor bids) recognized by FEMA.

Additionally, he leads meetings with Federal, State, City Officials, and subrecipient consultants and provided technical assistance related to the development and articulation of benefit and cost analysis plans for and expedited recovery of critical functions/facilities.



Robert "Bob" Jacobson
Consultant
FDC

Proposed Role: Hazard
Mitigation Assistance Technical
Liaison

Mr. Jacobsen has over 16 years of experience working with FEMA mitigation and public assistance programs, primarily in response to coastal and riverine flooding. His experience includes regional/basin-wide flood mitigation studies, coastal surge studies, flood hazard mapping, and review of PA Grant Applications.

A Civil Engineer, Bob's experience has included the investigation of surge hazard analysis issues, including regional hurricane climatology, ADCIRC surge model validation, surge response functions, joint probability, analysis, uncertainty analysis, levee overtopping analysis, and residual risk assessment. He has served in lead technical roles for FEMA coastal FIS and led a comprehensive evaluation of available data and data gaps for developing the FIS ADCIRC hurricane surge model.



Katherine Stevens
Consultant
FDC

Proposed Role: Closeout
Specialist

Katie has extensive experience with developing and writing new projects, creating new amendments to projects, and preparing projects for closeout. In this role, she coordinates with State representatives, FEMA and subrecipients to develop prioritization protocols for legacy disaster.

As some project assigned for closeout include limited documentation or notes from previously assigned project specialists, she creates detailed requests for documentation, coordinates and collects required information, and then, writes the project worksheet or amendment.



Erica Klevers
Consultant
FDC

Proposed Role:
Disaster Recovery Specialist

Erica has over 12 years of experience serving in roles that require knowledge of FEMA PA and HM programs including but not limited to performing Preliminary Damage Assessments (PDAs), Subrecipient Briefings, assisting Subrecipients with the completion of Requests for Public Assistance, project worksheets and appeals. She works with multiple subrecipients on a daily basis to obtain documentation; review compliance reports, policies, and procedures; and create and submit project worksheets (PWs) to FEMA. Upon completion and submittal of PWs, Ms. Klevers assists subgrantees with processing requests for reimbursement, quarterly reports and appeals.



David Vasquez

Senior Consultant
Deloitte & Touche LLP

Proposed Role:

Accounting Analyst

David specializes in providing disaster recovery support to states and municipalities for federally funded disaster recovery programs, with a focus on Public Assistant programs and FEMA funding.

David has a background in accounting and external audit. David has participated in on-site subrecipient monitoring and worked directly with subrecipients. His role as a compliance consultant and an external auditor has allowed him to better serve his clients with their disaster recovery process. His experiences have involved analyzing financial, cost, insurance, and procurement documentation, performing, risk assessments, advising subrecipients on federal policy and sources of funding recovery.

He has also performed extensive reviews of compliance testing, ensuring expenditures related to the specific project's scope of work are actual, allowable, and are in accordance with 2 CFR and OMB Circular A-87.



The services will be performed in accordance with the Statement on Standards for Consulting Services issued by the American Institute of Certified Public Accountants (the "AICPA"). However, the performance of the services will not constitute an engagement to provide audit, compilation, review, or attest services as described in the pronouncements on professional standards issued by the AICPA or the U.S. Public Company Accounting Oversight Board and, therefore, Deloitte will not express an opinion or any other form of assurance with respect to any matters (including, without limitation, compliance with U.S. GAAP, IFRS and SEC rules and regulations).

Our proposal is being made subject to the conditions that Deloitte Risk and Financial Advisory and the State of Nebraska subsequently reach and enter into a) mutually acceptable definitive written agreement for the proposed services and (b) Deloitte Risk and Financial Advisory completes, to its satisfaction, its standard client acceptance and continuance procedures with respect to this proposed engagement.

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