

**TECHNICAL
ORIGINAL**

RFP No. 6248 Z1 | APRIL 7, 2020

A Proposal for the
NEBRASKA STATE PURCHASING BUREAU/
NEBRASKA EMERGENCY MANAGEMENT AGENCY

Qualified Staffing for PA, IA, and HMGP



SAFE. SECURE. RESILIENT.

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April 7, 2020

Annette Walton/Nancy Storant, Buyer(s)
RFP# 6248 Z1
State Purchasing Bureau
1526 K Street Suite 130
Lincoln, Nebraska 68508

RE: RFP 6248 Z1 – Request for Proposal - Contractual Services for Qualified Staffing
Public Assistance (PA), Individual Assistance (IA) and Hazard Mitigation Grant Program (HMGP)

Dear Ms. Walton and Ms. Storant:

Thank you for allowing IEM to respond to the Nebraska request for proposal for contractual services. As the largest woman-owned disaster management company in the world, and with 35 years of experience, IEM has helped governments (City, County, State and Tribal levels) recover from the worst disasters in recent years. We look forward meeting your needs by providing the State of Nebraska with an experienced group of technical experts and PA, IA, and Hazard Mitigation Assistance Specialists to work on your priority recovery projects and initiatives.

In the last year, Nebraska experienced historic and unprecedented flooding that resulted in 84 counties being awarded FEMA PA funds – on the surface, a seemingly overwhelming and unmanageable implementation effort. In addition, State agencies may be experiencing competing demands from state and federal officials, including those stemming from recent natural hazard events and the national Public Health declaration affecting every state. As such, we understand that the ongoing recovery process does not occur outside inevitable real-life events that continue to bombard your officials at all levels of government and their planning stakeholders.

Despite this unprecedented national emergency, IEM is poised to work with the State by providing opportunities to strengthen and enhance Nebraska communities by making them more resilient on two fronts. Together, we can do this by assessing gaps in services and recovery programs; and by identifying and implementing projects that address community needs by filling these gaps. Including mitigation efforts as an element of all PA projects will take project implementation “to another level” and foster resiliency; discussing mitigation initiatives with communities and property owners helped through the IA program offers “teachable moments” to educate them about ways to foster household and community resiliency.

IEM has been privileged to support Response and Recovery efforts in states such as Florida, Louisiana, Nebraska, New York, New Jersey and Pennsylvania. We bring to the Cornhusker State a degree of national and international emergency management experience and technical ability not found in other firms. Moreover, we understand your need for accountability in the use of public funding, such as the FEMA and State cost-share match. It is important that your efforts – and ours – promote transparency, trust and accountability, and that they stand up to public scrutiny.

We invite Nebraska and NEMA to review the enclosed response and evaluate our team, expertise, methodology, and plan of work to achieve the goals and objectives outlined in your scope of work.

As instructed, we have provided one (1) digital copy of our submission. This is being provided via ShareFile at: <https://nebraska.sharefile.com/f/fo28ed0c-80bd-471c-a70b-f0f4d2736742> clearly identified with the RFP #6248 Z1, numbered file(s) and the name of our firm. We have also provided one (1) digital redacted copy.

For contractual questions, please contact Mrs. Kerry Cassidy, Contract Administrator, at (919)-237-7535, or Contracts@iem.com.

We trust you will find the IEM team uniquely qualified to lead this project. Thank you for your consideration.

Sincerely,
DocuSigned by:

Ryan Ausman

Manager of Contract Administration

I Think ∴ IEM

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2.0 EXECUTIVE SUMMARY

Nebraska is coming back from the brink of statewide destruction after being affected by multiple hazard events in 2019. Back-to-back response and recovery efforts have left the State and local jurisdictions heroically addressing multiple pressing needs.

IEM: Providing Outcome-Focused and Schedule-Managed Support

What does success look like to you?

This is the question IEM asks every client on the outset of every contract, project, or program. We understand that success means different things to different clients – that your priorities are shaped and sculpted by your local culture, economy, ecology, citizenry, and political landscape. We ask this question, “What does success look like to you?” to ensure that **your priorities** are our priorities, that for every goal **we** set, schedule **we** create, and milestone **we** achieve, we are all working towards **your success**.

This proposal outlines how IEM will be with Nebraska at each step of the disaster recovery process, from initial damage assessments, data analysis and imagery, staffing planning, and logistical support, to the delivery of **Public Assistance (PA)**, **PA Mitigation Projects (HMPs)**, **Individual Assistance (IA)**, and **financial assistance** in response to a major disaster. **At every turn**, IEM will direct these activities based on providing real **outcomes** and real **deliverables**. Every action will be tracked, scheduled, and given oversight – ensuring we provide tangible results to NEMA. With IEM, your projects will not idle by while valuable recovery dollars are eaten by administrative costs.

IEM is stepping up to the plate by presenting a “suite” of solutions to address Nebraska PA, IA, and HMGP efforts. As an emergency management firm accustomed to dealing with fluid situations, IEM brings to the table a business portfolio centered on **all phases of emergency management** -- preparedness, protection, response, recovery, mitigation – while integrating **resiliency** into project planning and implementation.

IEM knows what works and what doesn't! We bring decades of lessons learned to the State of Nebraska for better management of disasters before, during, and after.





Figure 1: IEM has supported states in recovering from numerous large-scale disasters.

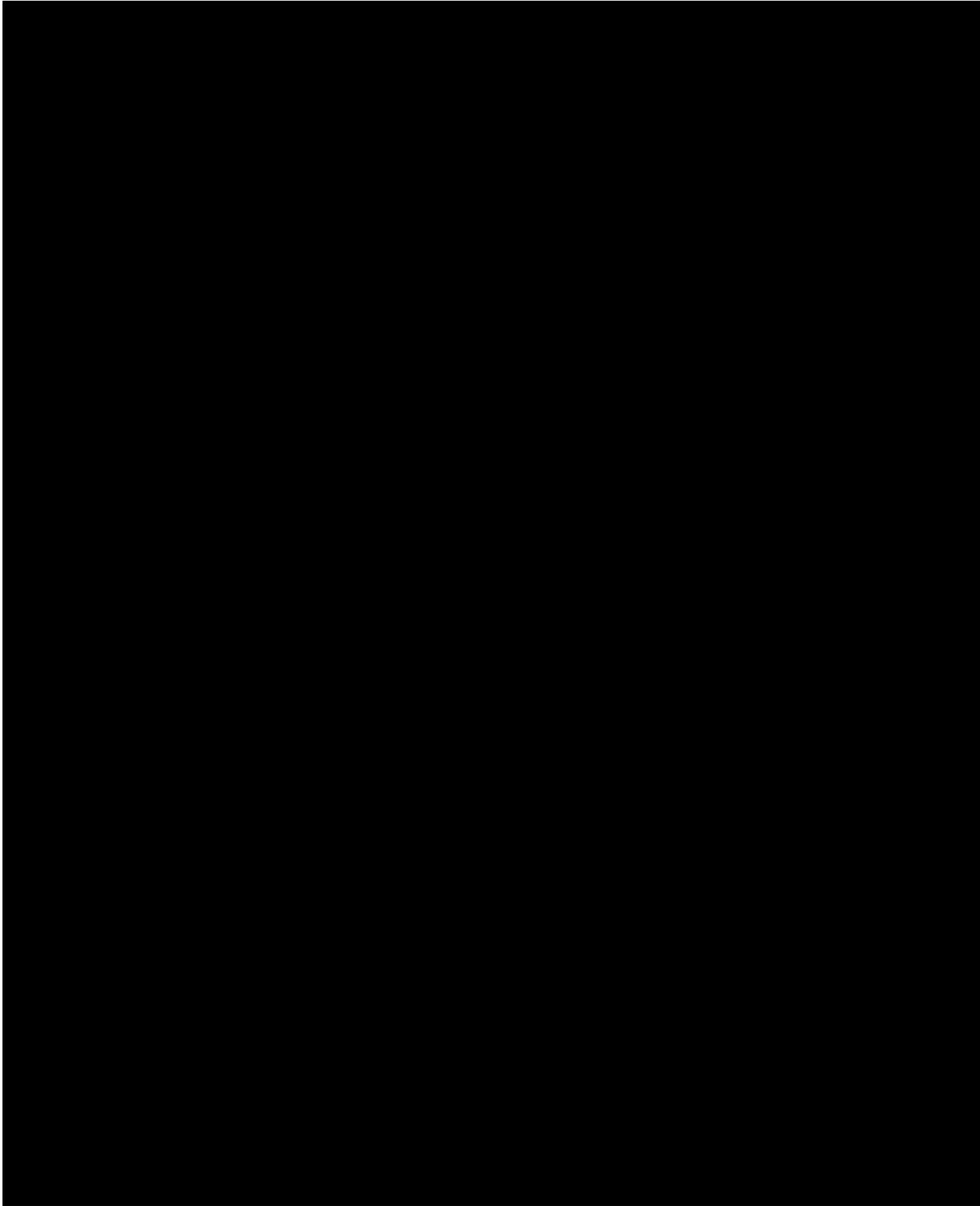


Figure 2: IEM has met the challenges of Emergency Management with practical, innovative solutions across a various of disciplines.

The chart below demonstrates how IEM and our subcontractors will meet Nebraska’s proposal requirements. Additional information about the project experience is included in section 3.0 through 4.0 Summary of Bidder’s Corporate experience.



IEM’s team will exceed your expectations in Program and Project Management. In Attachment A (Summary of bidder’s corporate experience) response to Item 1.6, you will find our Past Performance table highlighting our experiences which are similar in scope and expands on the sub-components of each technical role outlined by Nebraska.

NEBRASKA AND NEMA: FUTURE READY

We offer to NEMA an accomplished and innovative cadre of national disaster experts. These experts were early pioneers in the 2000s and created the innovations that are being implemented today. These national IEM experts are available to NEMA to help craft an effective strategy to take advantage of current and future recovery opportunities:

Table 1: IEM's industry subject matter experts are skilled at developing innovative, community-based disaster recovery responses.

SME	Experience
[REDACTED] [REDACTED]	<ul style="list-style-type: none"> ■ [REDACTED] ■ [REDACTED] ■ [REDACTED] ■ [REDACTED] ■ [REDACTED] ■ [REDACTED]
[REDACTED]	<ul style="list-style-type: none"> ■ [REDACTED] ■ [REDACTED] ■ [REDACTED] ■ [REDACTED] ■ [REDACTED]
[REDACTED]	<ul style="list-style-type: none"> ■ [REDACTED] ■ [REDACTED] ■ [REDACTED] ■ [REDACTED]
[REDACTED]	<ul style="list-style-type: none"> ■ [REDACTED] ■ [REDACTED] ■ [REDACTED] ■ [REDACTED] ■ [REDACTED]
[REDACTED] [REDACTED]	<ul style="list-style-type: none"> ■ [REDACTED] ■ [REDACTED] ■ [REDACTED] ■ [REDACTED] ■ [REDACTED]
[REDACTED]	<ul style="list-style-type: none"> ■ [REDACTED] ■ [REDACTED] ■ [REDACTED] ■ [REDACTED] ■ [REDACTED] ■ [REDACTED]

At IEM, we credit our success to our commitment to good leadership. Good leadership results in programs which are speedy, responsive, compliant, and results driven. Disaster recovery projects live and die based on the decision-making of their leaders. Poor contractor leadership results in sluggish performance, internal confusion, construction delays, and even the claw back of recovery funds. We believe the foundation set by strong leadership results in success for those who need it most: disaster survivors.

To that end, IEM assigns leaders to our contracts who exemplify the principles of good leadership – transparency, accountability, ethics, responsiveness, and continual improvement.



Good leadership is transparent. IEM and its managers will provide NEMA with unparalleled views into our ongoing performance. For IA/PA Personnel, we will establish a NEMA-facing, SharePoint-based portal to give stakeholders direct and live updates on our work. The portal will feature project calendars, metrics, and milestones, and will serve as a repository for IEM's reports, project artifacts, and standard operating procedures (SOPs). The portal will also house a contact directory, so stakeholders can reach out to key project staff and IEM management for further information. This portal will be mobile-enabled, allowing our field personnel to provide live updates.



Good leadership is accountable. IEM recognizes the pressures disaster management programs experience from both a technical and political standpoint. Lawmakers and everyday citizens have high expectations for these programs, with special concerns given to the speed of recovery and the need for taxpayer money to be spent in a fiscally responsible manner. As partners with NEMA, we will ensure NEMA has access to financial and accounting leadership who not only understand relevant regulations and good accounting practices, but who are also skilled in meticulous record keeping and presenting those records to governing bodies.



Good leadership is ethical. IEM is committed to maintaining the highest ethical standards. Our leadership consistently acts when customers are not happy and is proactive about responding to problems with personnel. We deal fairly and truthfully and strive to exercise good judgement in all professional and personal interactions. This commitment is shared by all IEM's executive-level staff. In turn, we ensure those expectations flow down to our managers, teaming partners, and project staff. IEM prides itself on presenting data and results objectively so that the best decisions can be made – for our clients and ourselves.

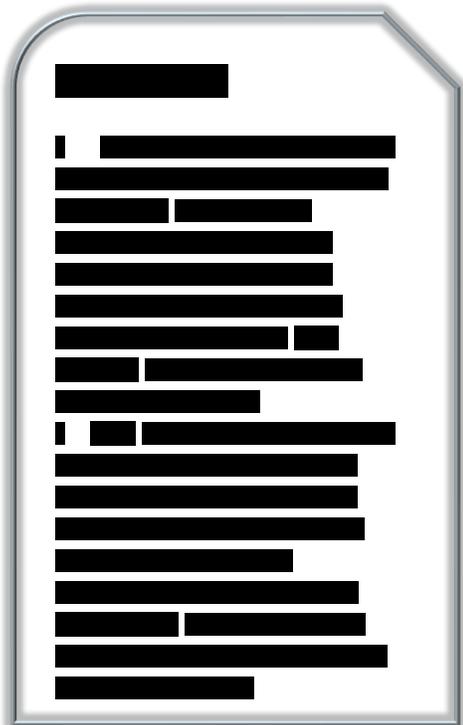


Good leadership is responsive. IEM intimately understands that in the disaster management field, there is no room for unnecessary delays. We have continually demonstrated the ability to spin up large teams of disaster recovery personnel in response to both newly acquired contracts and for task orders. We closely monitor disaster events as they unfold, proactively preparing our team to respond to our customers when called. In addition, we listen carefully to each customer's needs and challenges, incorporating their vision for success into our performance.



Good leadership continually improves. At IEM, we are committed to not only providing qualified technical staff, but to ensuring our entire team – from our project management down – are continually improve our service. We achieve this by retaining quality staff and investing in their professional development. This includes through mentorship from project leadership, formal and informal training, and annual meetings to discuss job performance, career goals, and further areas for improvement. We use codified risk and issue management processes to address discrepancies fast and document lessons learned to actively.

3.0 CORPORATE OVERVIEW



Over the last three years, the **Nebraska Emergency Management Agency (NEMA)** has been faced with the challenge of responding to and recovering from multiple disaster events – including the unprecedented flooding of 2019. To meet these challenges, NEMA has sought partnerships with established emergency management firms, who possess the leadership, experience, and spirit of collaboration necessary to successfully serve disaster victims and work towards a timely and cost-effective recovery. Additional challenges facing NEMA and its partners include the expansion of NEMA’s organizational structure, the growing threat of climate changes and increases in the number of natural disasters, and the ever-watchful eye of the public and lawmakers. NEMA and its partners must not only meet the technical challenges associated with disaster recovery, but also work within the bounds of limited time, limited budgets, and increasing expectations of financial accountability.

IEM offers NEMA access to well-trained disaster management professionals, led by project management dedicated to technical excellence and transparent, accountable, and ethical leadership. Our managers have directly managed State-wide disaster recovery

programs, while maintaining decades-long relationships with FEMA and other federal agencies. As a dedicated emergency management firm, **IEM has continually demonstrated the capacity to provide top level talent** for our State-level partners, retaining and developing personnel at all levels of experience, while also providing accountability and transparency both to and for our clients. Over the last three decades, we have produced **consistent, high quality deliverables that meet stringent standards** defined by both FEMA and our State-level partners, including NEMA.

We understand the challenges facing NEMA and other state-level organizations in the face of a changing disaster recovery landscape. Programs like FEMA’s IA and PA offer communities the chance to rebuild their shattered lives. We offer NEMA seasoned experts in both the IA and PA programs, along with a commitment to collaboration and accountability.

Founded in 1985, IEM is the largest woman-owned emergency



Figure 4: Unprecedented flooding of 2019 impacted many vulnerable areas throughout Nebraska. This photo depicts conditions of US Highway 281 over the Niobrara after the flooding March 2019.

management company in the world. IEM has become an **industry leader in managing disaster recovery housing programs**, having completed housing recovery for over 130,000 homeowners. In addition, we have **managed tens of billions of dollars in PA, IA and HMGP funding**, delivering innovative and timely solutions to ensure communities recovery from disasters stronger than they were before.

- [REDACTED]
- [REDACTED]
- [REDACTED]

Valuable Assets to the IEM team

In addition to IEM's exceptional experience supporting disaster recovery programs in PA, IA, and HMGP, we also bring in a team of partners to bolster our capacity and bring local knowledge of Nebraska and its citizenry. These partners will support IEM with both subject matter expertise in their respective fields and to provide qualified staff to meet the needs of NEMA for present and current disasters.

On the next page, we provide a series of short bios for each of our partners, including:

- Olsson
- Emergent Risk Solutions
- Wood Environment & Infrastructure Solutions, Inc.
- Tetra Tech, Inc.
- Wright Water Engineers, Inc.



Olsson, founded in 1956, is a nationally recognized, employee-owned engineering and design firm striving to improve sustainability and efficiency for the clients they serve. With its headquarters in Lincoln, NE, Olsson has offices throughout Nebraska, as well as dozens of offices across nine states throughout the Midwest and Missouri River Basin. Olsson’s approach to water planning and engineering is designed to solve a wide range of short-term and long-term challenges communities face every day, ranging from providing a sustainable water supply in drought-prone regions to designing major flood control projects across the country. Olsson utilizes solutions including groundwater management; comprehensive watershed planning; building reservoirs, dams, and levees; restoring streams; designing urban sewer, water, and wastewater systems; managing floodplains; and so much more. Additionally, Olsson has a robust environmental team made up of experts in environmental engineering, geology, and hydrology. With over 50 years of experience responding to disasters, Olsson’s team includes experts in flood risk reduction, dam safety, hydrology and hydraulics, and environmental planning that they can call upon to quickly respond, evaluate, and design solutions during and after emergencies. **In service of NEMA,**

[Redacted]



Emergent Risk Solutions (ERS) was founded in 2013 in the wake of Hurricane Sandy with the realization of increasing risks associated with the frequency of catastrophic natural disasters. ERS is a full-service emergency management consultancy offering services in preparedness/planning, response, recovery, and mitigation. ERS assists public entities, non-profits and other organizations with risk management and insurance services, including but not limited to risk identification, risk allocation, insurance claims, financial risk management, and FEMA obtain and maintain compliance, risk analysis, risk management information systems and enterprise risk management. ERS continually monitors the ever changing federal, state, and local regulatory framework to provide timely, relevant, and practical expertise. **In service of NEMA,**

[Redacted]



Tetra Tech, Inc. (Tetra Tech) is a worldwide provider of consulting, engineering, and technical services, with a deep engineering bench experienced in infrastructure; community resilience; and disaster grant management. Founded in 1966, Tetra Tech has served over 300 state and local government clients in response to over 60 disaster declarations over the last 25 years, including as the prime PA contractor. In total, Tetra Tech has successfully managed the removal of and reimbursement for *over 120 million cubic yards (CYs) of debris*, as well as the *demolition of over 12,500 uninhabitable residential and commercial structures*. Tetra Tech’s staff offers expert knowledge of all applicable fiscal recovery eligibility criteria required for FEMA HMA programs including HMGP and FMA, as well as CDBG-DR. **In service of NEMA,**

[Redacted]



Wood Environment & Infrastructure Solutions, Inc. (Wood) is a leading and environmental sciences consulting firm, providing multi-disciplined solutions covering all aspects of civil and geotechnical engineering, water resources services, environmental services, infrastructure design and management, materials testing and engineering to both public and private sector clients across the United States. Employing over 5,500 professionals in over 125 offices throughout North America, Wood's core skills include stormwater management, hydrologic and hydraulic analysis/engineering, hazard mitigation planning, emergency response, Risk MAP deliverables, levee certification, Geospatial Information Services (GIS) Geospatial Derivatives, loss estimation modelling using HAZUS-MH, data collection and information management. Wood's depth of staff and resources provide clients with a range of services and expertise to support clients throughout the entire life cycle of their programs. **In service of NEMA,** [REDACTED]

[REDACTED]

[REDACTED]



Wright Water Engineers, Inc. (WWE) was founded in 1961 to provide integrated water resources and engineering. The WWE philosophy is to provide quality services, on time and on budget, and to adhere to the paramount responsibility of all licensed professional engineers—to protect public health, safety, and welfare. Over the past five and a half decades, the company has been at the leading edge of the shift from engineering with slide rules to the Information Era. A great example of this is the Urban Storm Drainage Criteria Manual, first developed by Wright in 1969 for the Urban Drainage and Flood Control District. After years of the Manual's evolution, WWE recently developed updates that are available online, interactive, and aimed at greener processes and outcomes. Despite the global, technological, and economic changes that have occurred in the last half century, much at WWE has remained constant. WWE's emphasis on public works and service to the community continues to be a focus. **In service of NEMA,** [REDACTED]

[REDACTED]

IEM alone brings exceptional experience across the entire disaster management lifecycle. We have direct experience managing all kinds of short- and long-term disaster recovery, including IA, PA, HMA, and CDBG programs. **We have managed over \$51 billion in disaster recovery funds and have continued to push for innovation and success for each of our customers.** The last few years have seen IEM become an industry leader in housing recovery, delivering fast, compliant, and cost-effective solutions that put aid in the hands of those who need it most – disaster victims. IEM offers full service integrated disaster recovery tailored to state needs across federal programs, that enables a state to manage their own disaster or coordinate with FEMA under a federal declaration.

Now, combined with this team of subcontractors, **the IEM Team is prepared to offer NEMA both broad and deep reach-back to quality leaders, experienced technical experts, and well-trained professionals** who are ready to meet the needs of the State of Nebraska and its citizens.

Policy Changes

Throughout FEMA's history there have been continual policy updates – some streamline processes and others are seemingly more burdensome on applicants. Since 2009, FEMA itself has undergone efforts to

reduce the complexities of their programs. In recent years, thanks to Congressional support, FEMA has been granted new authorities that benefit state, local, and tribal applicants, and have drastically changed the PA process.

Additionally, Executive Orders have placed programmatic requirements on disaster and preparedness grants as Administration priorities shift. When FEMA issued its first PA Program and Policy Guide (PAPPG) in 2016, there was a consolidation of disaster policies that has continued to evolve through leadership changes. With this change in a consolidated PAPPG, less state-specific guidance was issued from FEMA following major disasters, and federal policy changes were communicated through passive communications versus one-to-one.

New FEMA Construction Policy.

On January 16, 2020, FEMA published a new policy that will substantially impact federally funded disaster recovery for Nebraska and the rest of the nation. The "Recovery Interim Policy FP-104-009-11, Consensus-Based Codes, Specifications and Standards for Public Assistance" is in response to a requirement for the DRRRA of 2018. This interim policy replaces the PAPPG subsection "FEMA Required Minimum Codes and Standards." Under this policy, all disaster recoveries using federal funds are now required to use new construction codes. These stringent codes will result in greater resiliency in the future. After the changes wrought by the DRRRA, including provisions of BRIC, this new policy will have significant effect on Nebraska's 2019 flooding recovery efforts funded by the DR-4420 PA program.

Previously, states, counties, and cities built back to the construction codes that had been adopted locally. Under this new policy, the latest and most stringent construction codes must be followed for federal funds eligibility. This requirement includes codes for protection against fires, floods, high winds, and earthquakes. Additionally, new standards such as the international Wildland-Urban Interface Code. There are also requirements on rebuilding facilities out of the designated floodplains and using durable materials.

FP-104-009-11 currently applies to buildings, electric power, roads, bridges, potable water, and wastewater. Since the DR-4420 declaration was prior to the issuance of FP-104-009-11, Nebraska will have a choice to opt-in, as will DR-4420 Applicants, by facility. However, if any construction has begun on a PA funded project, any duplicative effort required for compliance with the new policy will not be reimbursed.

For Nebraska Applicants who have already submitted 428 project worksheets but whose projects have not been obligated, FEMA will allow 90 days for completion of a revised cost estimate incorporating the required construction, location, design, and building material information. If the applicant does not accept the revised cost estimate, the previous capped estimate will remain in effect.

For applicants what have not yet participated in an RSM, and if they opt-in for FP-104-009-11, they will face a 180-day deadline from the date of the RSM. Applicants with an obligated 428 fixed cost estimate cannot opt-in for this policy.

FEMA expects to update this interim policy soon. As such, IEM will continue to keep up to date on policy changes and will immediately inform NEMA of any changes, interpretations, and expected impacts on recovery efforts in Nebraska.

As a result of FP-104-009-11, Nebraska has the opportunity to achieve both a greater level of funding and increased resiliency, as FEMA will not fund compliance with the higher standards. IEM will work with NEMA to conduct this analysis and determine the potential financial and resilience impacts, so that NEMA can determine whether or not opting-in is in the state's best interests. This analysis will also assist NEMA in determining the impact to the state for all future disasters.

Source: [https://www.fema.gov/media-library-data/1579188158300-159a38c75b6204517ad6c8641819c143/DRRA_1235\(b\)_V2.1_12-20-2019_508_FINAL.pdf](https://www.fema.gov/media-library-data/1579188158300-159a38c75b6204517ad6c8641819c143/DRRA_1235(b)_V2.1_12-20-2019_508_FINAL.pdf)

States and their disaster leadership teams must stay on top of these ever-changing program requirements to ensure compliance, or risk jeopardizing recovery dollars either in real-time or through OIG audits. Furthermore, states as recipients must ensure that subrecipients are aware of new rules and procedures and that they are being followed to the letter of the law, regulation or policy. IEM's experts stay abreast of these changes and are continually training our disaster recovery teams when FEMA policy changes occur. IEM will continue to do this while supporting Nebraska and would encourage state, local, and tribal subrecipients to participate in our trainings or ensure they are aware of training materials available from FEMA.

[REDACTED]

Opportunities exist in the current funding environment to shape and participate in new and evolving programs, since guidelines have not yet been fully developed. Programs stem from recently passed legislation, so the State of Nebraska, given the extent of last year's flood damage, is in a position to help craft guidelines to improve the level of funding awarded to Nebraska and other states.

- **State-Led Disasters:** The Federal Emergency Management Agency (FEMA) encourages states to begin managing their own Presidential declared Major Disasters and Emergencies in a program called State-Led Disaster initiative. FEMA said in its Strategic Plan 2018-2022 that it would like disasters to be "locally implemented, state-managed and federally supported". IEM is uniquely qualified to assist states to accept this challenge to manage their Presidential-declared Major Disasters and Emergencies.
- **428 Programs:** This new PA model was designed to fast-track certain types of projects to reduce disaster costs, s and expedite the delivery of recovery funds. More importantly, it provides grantees (states) with greater flexibility in determining how disaster recovery funds are used for certain types of work. The model also allows federal hazard mitigation funding to be made earlier in the recovery process. As such it creates a window of opportunity for grant recipients to rebuild infrastructure in a more resilient in a more resilient way.

[REDACTED]

[REDACTED]



IEM

THE BIRTH OF 428: THEY HAD A PLAN

KATRINA—THE IMPETUS FOR CHANGE

On August 29, 2005, Hurricane Katrina and the subsequent failure of the federal levee system flooded New Orleans

and devastated the New Orleans Public School System. Soon after Katrina, the Louisiana Legislature stepped in and placed nearly all New Orleans public schools into the control of the Louisiana Department of Education's office for academic turn-around, the Recovery School District (RSD). After Katrina, the RSD faced an annual operating deficit of more than \$35M, an annual recurring deficit of 15%.



BRINGING FEMA + STAKEHOLDERS TO THE TABLE

Over the proceeding months, numerous meetings convened in Louisiana and Washington DC. The biggest hurdle which had to be resolved was to get buy in and approval for the dollars needed to accomplish the Master Plan by Office of Management and Budget (OMB) and several other offices within the White House. Many viewed the Master Plan as not being the responsibility of the federal government to fully fund, since the school system was in major disrepair prior to Katrina. Working with the state and RSD, FEMA's responsibility was to document (in both description and dollars) what was lost/destroyed due to Katrina. Once a final amount was agreed upon, FEMA had to develop the parameters by which RSD could use the funds. In November of 2008 the Master Plan was approved, which provided a solid strategy for execution.



114 OF 125 SCHOOLS WERE LOW PERFORMING

63,000 STUDENTS, BUT CAPACITY FOR 120,000

HURRICANE KATRINA

5,000 INEFFECTIVE PWs

200 PUBLIC MEETINGS

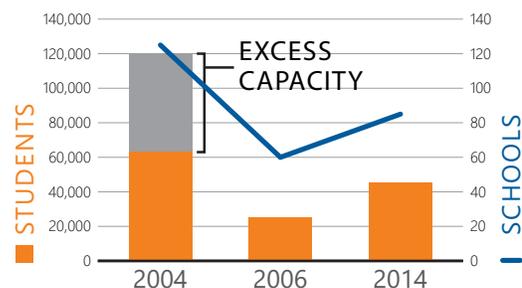
MASTER PLAN

FEMA AWARDS

\$1.8B

TO REBUILD SCHOOLS BASED ON NEIGHBORHOOD DEMOGRAPHICS AND 21ST CENTURY NEEDS

MOVING TO RIGHT-SIZE THE SYSTEM



FEMA'S ROLE IN MOVING RECOVERY FORWARD



Ms. Beth Zimmerman arrived at FEMA in June 2009 and immediately began to get to work securing the funding for the rebuilding of schools in New Orleans. On one of the first trips to New Orleans, all the vested stakeholders convened to get a better understanding the current situation. During this meeting they learned where the hold ups were and who had responsibility, which helped them to develop an Action Plan. This allowed them to work to the outcome they desired: to **provide children safe schools and a quality education.**

With **Ms. Zimmerman's help** FEMA was able to help get the project through the process, approved and obligated.

A+ OUTCOMES

The groundwork laid by FEMA, the State and RSD resulted in an eventual landmark settlement for the value of the damages wrought by Hurricane Katrina for the New Orleans public schools.

The district initiated a master planning process that included more than 200 public meetings where the district sought input on how to reduce the number of schools from the pre-Katrina 120+ to a number more appropriate to serve the actual number of students projected to enroll in school.

The end result is that the most comprehensive rebuilt public infrastructure in New Orleans today is its public school system. Nearly every student in New Orleans public schools now attends a newly constructed or fully renovated school.



Since 2013, RSD has become the model project for 428. Having already gone through the hurdles for RSD, this set the foundation and allowed FEMA to build on the process to make the same concept available for all permanent work projects.

For each community to get the most out of BRIC, IEM will work with them and do the following:

1. IEM will work with Nebraska on establishing a strategic mitigation plan as an umbrella concept for individual proposed projects. The mitigation plan will provide an integrative approach centered on FEMA's seven Lifelines.
2. IEM will impart to Nebraska and the communities a local capability to provide FEMA with data-driven justifications for projects. This includes developing thoroughly documented Benefit-Cost Analysis using state-of-the-art data gathering methodologies.
3. We will assist with outreach to partner organizations in the community.
4. The IEM team will establish realistic scopes of work, budgets, and project schedules based on years of lived experience alongside local jurisdictions.
5. IEM will adhere to metrics that produce outcomes for the communities and consequences if they don't.

- **B.R.I.C.:** Found in Section 1234 of the DRRRA, BRIC replaces the Pre-Disaster Mitigation (PDM) Grant Program and represents a profound shift in approach to mitigation priorities. Where the focus was historically on disaster response, BRIC emphasizes the importance of pre-mitigation measures in reducing the impact of a disaster. By prioritizing resilient infrastructure projects, the program is intended to transform communities, so they are better storm hardened. Providing incentives for states to work with local communities to identify their most pressing hazards using their local knowledge, BRIC encourages innovative solutions to build a culture of preparedness at all levels.

Another aim of the program is to reduce complexity in applying for grants and reduce Request for Information (RFI) issuances. It also aims to help communities chart their own way forward through the development of their own local and regional hazard mitigation plans.

To be eligible for BRIC, communities will need to have a major disaster declaration in the past seven years, which means that as of now, all states, especially Nebraska qualifies.

BRIC is far more than its nuts and bolts. FEMA leadership conceives of it as a way to change the conversation from individual disaster recovery efforts to collaboratively creating a resilient nation adapted to this century's changing weather impacts. This will entail stronger building codes and modern construction standards, better land use decisions, and close coordination between states, tribes and localities. The desired result will be saved lives and property.

An emergency management contractor, such as IEM, with nationwide experience can make all the difference in Nebraska to win BRIC funding. IEM and our professionals will bring a fresh eye to the project selection effort and can share a wealth of lessons learned over decades of managing emergency management and disaster recovery programs across the county. We have a clear understanding of FEMA's expectations, such as: Is the project feasible and effective? Does the project serve as the solution to a specific problem or just maintenance? Does the project reinforce other projects making the whole greater than the sum of its parts? With our experience with FEMA Region VII we also know the nuances of FEMA procedures and compliance requirements.

Given the extent of statewide impact from the floods of 2019, Nebraska is well positioned to benefit from FEMA's newly created BRIC program. The program is expected to provide substantial amounts of pre-disaster mitigation funding (see Figure A-2) for significant projects that substantially improve community resiliency by implementing major mitigation initiatives. IEM's Ed Johnson, former FEMA

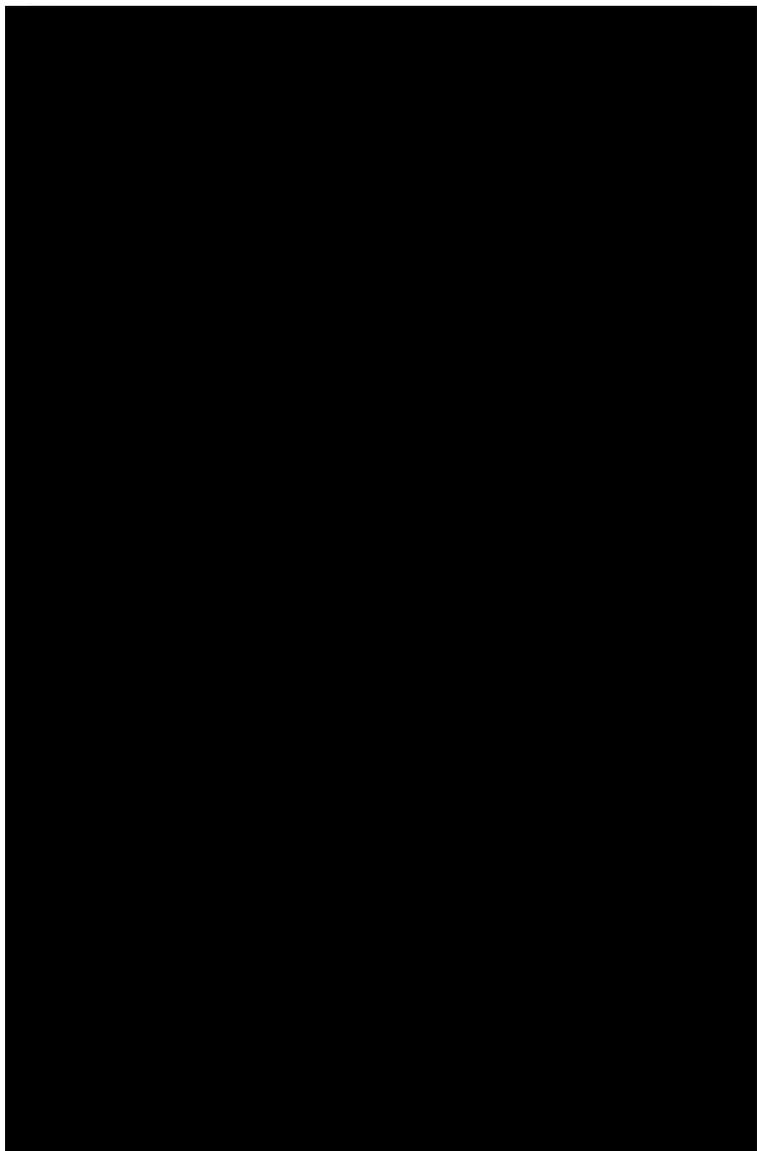
[REDACTED]

- **CDBG-DR:** The Department of Housing and Urban Development’s (HUD’s) CDBG – Disaster Recovery (CDBG-DR) program supports post-disaster homeowner recovery., as does FEMA HMA programs.

[REDACTED]

- **CDBG-MIT:** The US Department of Housing and Urban Development (HUD) designed the CDBG_MIT program as a unique and significant opportunity for grantees to use major funding in recently impacted disaster communities. Funding is targeted to long-term strategic and high-impact activities to mitigate disaster risks and reduce future losses. Program goals include mitigating risks to natural hazard; building community resiliency; and transforming the way State and local community planning is managed. Initial program guidance was released on August 30, 2019 and funding awarded to an initial group of states with the designation that most of the funding be used in targeted to federally- or state-designated low-to-moderate income communities. As remaining funding is awarded, Nebraska may potentially become a grantee.

Familiarity on the part of IEM and its subcontractors with a cross-section of funding mechanisms will allow us to advise NEMA on the numerous ways current and future funding opportunities may be leveraged. While additional may be identified, following is a “starter” list of programs with which staff and partners have worked. These resources and others can be used to develop infrastructure, foster sustainability, and address other community-specific needs.



- **Standard CDBG funding**, of which Nebraska has been a recipient.
- The **Global Match** program addressed previously offers a unique opportunity to, as described, leverage dollars while reducing the amount of local match required on the part of the State and local jurisdictions.
- **FEMA Hazard Mitigation Assistance (HMA)** grants, particularly awards from the HMGP, will be invaluable. Having managed thousands of HMA and HMGP programs nationwide, IEM will ensure that the State takes advantage of all available leveraging opportunities.
- Promoting the **National Flood Insurance and Community Rating System Programs**. Both programs provide money to recovering property owners and FEMA calls flood insurance the most important mitigation tool available. Likewise, communities who advance their CRS class status can save a great deal of money on insurance premiums. IEM floodplain management experts will work with NEMA and DNR to determine how to best encourage communities to join NFIP, as well as help CRS communities advance their status.
- **State-administered Direct Temporary Housing and Direct Permanent Construction**: This provision will allow for States or Indian Tribal Governments to administer direct temporary housing and permanent housing construction once they have met the requirements. The State Disaster Housing Task Force will lead this effort. While at FEMA, [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- **Eligibility for Condominiums and Housing Cooperatives Common Areas**: The guidance to be developed should make common areas of condominiums and housing cooperatives, who are traditionally NOT eligible for federal disaster assistance, eligible. It will be key for urban areas to participate and track the development of guidance by FEMA in order to maximize community recovery. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
- **Hazard Mitigation Grant Funding for Fire Management Assistance Grants (FMAG)**: Previous FMAG awards were not eligible to use for mitigation projects unless a major disaster was declared at the same time. Under Section 1205 of the 2018 Disaster Recovery and Reform Act, recipients of HMA may use funding for risk-reduction activities to lessen future damage, hardship, loss, or suffering in areas affected by a wildfire or windstorm. In 2013, FEMA piloted HMA for FMAG awards. [REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

3.1 ATTACHMENT A: SECTIONS 1.1 – 1.5

Corporate Overview	
1.1	<p>FINANCIAL STATEMENTS AND INFORMATION</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>The State may elect to use a third party to conduct credit checks as part of the corporate overview evaluation.</p>
<p>Response:</p> <p>[REDACTED]</p>	
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>
<p>Response:</p> <p>IEM was founded by President, Madhu Beriwal, who serves as company President and Chief Executive Officer. She retains company ownership and leadership and will continue to oversee operations with the support of a capable management team.</p>	



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>
<p>Response:</p> <p>IEM was recently awarded a contract with the State of Nebraska to update the State's Hazard Mitigation Plan with the assistance of a local partner, Olsson, Inc. IEM has not had additional contracts with the State within the last five (5) years. However, Olsson Inc., has been awarded 138 contracts statewide, all of which were successfully completed to the satisfaction of the many agencies with which the firm worked. Please see Appendix A for the list of Contracts in the State of Nebraska.</p> <p>The IEM Team assessed the risks of any organizational and individual Conflicts of Interest (COI) both real or perceived. We determined that our company and its subcontractors do not have any conflicts of interest that would prevent us from doing the work described in 6248 Z1.</p> <p>Of course, IEM's goal is to avoid COI's whenever possible. Close communication between IEM and all stakeholders is essential to ensure that a conflict-free environment exists. However, should a COI be unavoidable, it must be documented, and a strategy developed to neutralize or mitigate the COI. IEM utilizes a broad range of best practices for all aspects of its compliance programs. Regarding COIs, this includes identification, avoidance, and mitigation techniques. Depending on the specific circumstances and potential COIs that may arise, we would develop a tailored and comprehensive plan.</p>	
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 sixty (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 to 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 such 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>
<p>Response:</p> <p>IEM employees in this proposal have not been employed by the State of Nebraska within the past sixty (60) months. The same is true for the employees of Olsson, Inc., Wood PLC., Tetra Tech and Emergent Solutions and Wright Water Engineering, all of which will serve as subcontractors.</p>	

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 to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be 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 must present 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 such termination, including the name and address of the other contracting Party.</p>
<p>Response:</p> <p>IEM, Olsson, Tetra Tech, Wood PLC, Wright Water Engineering and Emergent Risk Solutions have NOT had any contract terminated for default, convenience, non-performance, non-allocation of funds or any other reason in the past five (5) years. For all contracts executed with the State of Nebraska in recent years, they have been completed projects in a timely fashion and within the approved budget. Olsson has also received positive feedback on project performance throughout the State of Nebraska.</p>	

3.2 BIDDER IDENTIFICATION AND INFORMATION

Bidder Identification and Information	
Full Company or Corporate Name:	Innovative Emergency Management, Inc.
Address of The Company's Headquarters:	2801 Slater Road, Suite 200 Morrisville, NC 27560
Entity Organization (Corporation, Partnership, Proprietorship):	Corporation
State in Which the Bidder Is Incorporated or Otherwise Organized to Do Business:	Louisiana
Year in Which the Bidder First Organized to Do Business:	1985
Whether the Name and Form of Organization Has Changed Since First Organized:	The company is legally called Innovative Emergency Management, Inc., but does business as IEM.

3.3 OFFICE LOCATION

Bidder Identification and Information	
Full Company or Corporate Name:	Innovative Emergency Management, Inc.
Address of The Company's Headquarters:	2801 Slater Road, Suite 200 Morrisville, NC 27560



4.0 SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

Corporate Overview

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:

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.

1.6

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:

Project summaries of relevant work have been provided on the following pages.

IEM Public Assistance and Hazard Mitigation Grant Technical Assistance Contract

New York State Division of Homeland Security and Emergency Services (DHSES)



- On time – Within Budget

Program Value

- \$16 Billion PA
- \$1.5 Billion HMGP

Customer

[New York State Division of Homeland Security & Emergency Services \(DHSES\)](#)



Relevant Tasks

- Damage Assessment
- Cost Estimation
- Public Assistance
- 406 Mitigation (PA)
- 428 (PAAP) PA
- Hazard Mitigation Grant Program
- Pre-Disaster Mitigation
- Flood Mitigation
- Hazard Mitigation Planning
- Project Management
- Program Management
- Budget Monitoring
- Cost Compliance
- CDBG-DR
- Global Match
- Compliance
- Technical Assistance
- Application Development
- Benefit Cost Analysis
- PA /HMA Closeout (Grant and Sub-Grant)

In the aftermath of Hurricane Sandy, IEM joined as a **major partner** to the team supporting the State of New York with \$14.5 billion FEMA Public Assistance (PA) Program and \$1.5 billion Hazard Mitigation Grant Program (HMGP) funding.

First contracted in February 2013, IEM provided PA and HMGP support to New York State's DHSES. Working directly with the DHSES Deputy Commissioner and the State Hazard Mitigation Officer, we designed an HMGP solution covering Hurricanes Sandy, Irene, and Lee for New York.

At State request, IEM surged-in 160 HMGP SMEs in 3 weeks, completing 1,200 HMGP project submissions for 800+ subgrantees in 4 weeks.

IEM led a team that manages the 4,085 Hurricane Sandy HMGP grant activities on behalf of New York State, from grant application to closeout. In the last 3 years, the state required IEM to perform a rapid increase in staff to meet critical FEMA deadlines. In the largest of these efforts, IEM surged project staff to 160 experts in 3 weeks, completing the entire state HMGP initial project submission in another 4 weeks. IEM experts worked with more than 800 state and local stakeholders to support 1,200 hazard mitigation proposals within tight timelines.

IEM has assisted New York in management of \$15 billion in infrastructure projects funded with Public Assistance and HMGP funds and matched with CDBG-DR funds.

Our continued attention on rapid staffing using only IEM's in-house recruiting resources resulted in quality subject matter experts to meet all federal deadlines and maximize recovery services to businesses and homeowners affected by the three storms. The team IEM deployed on this contract received strong accolades from direct and extended clients.

To date, IEM staff assisted in the management of \$15 billion in infrastructure projects funded with FEMA Hazard Mitigation Funds and PA funds supplemented and/or matched with CDBG-DR funds for Hurricane Sandy. These funds provided assistance to state agencies and governments, private nonprofit organizations, and Native American tribes and tribal organizations for repairing and replacing public facilities damaged due to Hurricane Sandy.

IEM worked closely with the State Hazard Mitigation Officer and the Governor's Office of Storm Recovery to creatively use Global Match for major infrastructure and resiliency projects, including flood buyouts, acquisitions, and water/wastewater projects. IEM's assistance with FEMA HMGP public-sector



Pre-Disaster and Post-Disaster Consulting



Georgia Emergency Management and Homeland Security Agency (GEMA/HS)

The GEMA/HS needed a Supplier to provide Pre-Disaster preparedness planning as well as response and recovery staff augmentation in the event of a disaster strike that is beyond the capacity of the State's staffing resources; particularly for events that require FEMA grant funding in the range of \$250-\$350M. IEM won a competitively bid contract to provide pre-disaster preparedness, disaster response, and post-disaster recovery consulting services to the State of Georgia on an as-needed basis. Georgia was able to use this contract to obtain staff experienced in FEMA's IA, PA, and HMA programs, as well as CDBG-DR and Long-Term Community Recovery planners.

Period of Performance - Prime

- August 2016 – February 2019
- On time – Within Budget

Program Value

- \$9.8 Million

Customer

Georgia Emergency Management Agency & Homeland Security (GEMA/HS)



Relevant Tasks

- Public Assistance
- Individual Assistance
- Hazard Mitigation Assistance
- Compliance and Closeout



In support of Georgia's recovery from DR-4338, Hurricane Irma, IEM was tasked to provide a Project Manager and four Grant Specialists with FEMA PA program qualifications to the Joint Field Office in Warner Robins, GA for a period of seven weeks in 2017. Upon re-evaluating their needs for surge support, IEM was tasked to provide four PA Grant Specialists for a period of four weeks in January 2018. During this time, IEM staff completed over 250 Exploratory Calls and Recovery Scoping Meetings. IEM staff also assisted with closeout of at least 26 DR-4684, Hurricane Matthew, Category A and B projects totaling over \$9.8 Million.

As Hurricane Michael began to approach the Florida Panhandle, GEMA/HS staff began coordinating with IEM's Program Manager regarding potential surge support needs. After the hurricane passed and a disaster declaration issued, GEMA/HS requested IEM provide four PA Grants Specialists to work at the JFO in Atlanta for DR-4400 (Hurricane Michael). One IA Specialist supported GEMA/HS from the JFO, five IA Specialists were requested to serve as the State Manager at multiple DRC locations in IA declared counties in southwest Georgia. Finally, IEM provided an on-site Project Manager to GEMA/HS, who initially supported the State Volunteer Agency Liaison (VAL) in the field with FEMA VALs, later serving as the GEMA/HS VAL herself on request.

The IEM IA Specialist in the JFO collected daily statistics from the five IA Specialists located at the DRCs in southwest Georgia and compiled them into a weekly master Activity Report as specified and directed by GEMA/HS. Additionally, unmet needs identified by the disaster survivors visiting the DRCs to the five IA Specialists were tracked and reported

to this IA Specialist and compiled into a report for GEMA/HS. Those categories of unmet needs included: Housing, Appeals, Other Needs Assistance (ONA), Food, Other Needs (Debris and Tree Removal, Tarps, Mold Remediation), and Advocacy Benefits. Our JFO IA Specialist also managed the DRC schedules for the remaining five IA Specialists and served as an information sharing resource to them.

The five IEM IA Specialists in southwest Georgia serving as State Managers for GEMA/HS at DRCs spent time with disaster survivors one-on-one as they progressed through the DRC. For unmet needs that were identified by the survivor, our IA Specialists provided information for resources to address those unmet needs. This included names and contact information as well as pamphlets, fact sheets, and resource lists. Unmet needs for which there were no known resources were forwarded to IEM's on-site Project Manager / VAL and our JFO IA Specialist for resolution. The survivor was then contacted by the State DRC Manager and provided the resource information. Resource information included contacts for Access and Functional Needs, Aging Services, Agricultural Aid, Animals/Pets, Consumer Services, Contractors, Crisis Counseling, Crisis Clean Up, Disaster Unemployment Assistance, Essential Needs, Family and Protective Services, Financial Assistance, Fraud, Health Care Services, Housing, Disaster Legal Services, and Veterans Services.

IEM's on-site Project Manager / GEMA/HS Representative / VAL was collocated in a field office in Albany, GA with the FEMA Region IV VAL (VAL Supervisor) and the FEMA VALs deployed to southwest Georgia. This allowed for daily communication, coordination, collaboration, and cooperation between the state representative and the federal recovery partners. A total of 20 counties were IA designated. IEM supported initial meetings in each county to facilitate interest in and provide support for the development of a long-term recovery group or COAD. For several of the FEMA VALs, this was their first VAL deployment so the Region IV VAL and our PM/GEMA/HS VAL accompanied the VAL teams in the initial county meetings providing both a state and federal presence at each meeting.

The four IEM Public Assistance Specialists were located in the JFO in Atlanta and tasked by GEMA/HS to provide direct support to the Director of Public Assistance within GEMA/HS. The PA Specialists assisted Exploratory and Recovery Scoping Calls on behalf of GEMA/HS with Federal Emergency Management Agency. They assured that the needs of the counties affected by Hurricane Michael were understood and met by FEMA. On GEMA/HS's behalf, IEM staff made sure that each applicant understood what services were to be covered by GEMA/HS and FEMA. This work involved spending time on the phone daily with the members of the various counties within Georgia affected by Hurricane Michael.

IEM PA Specialists provided applicant representatives with their GEMA/HS counterpart's name and contact information, as well as pamphlets, fact sheets, and other resources such as information about 404 and 406 Mitigation. Our staff also provided applicants with information concerning debris removal and the requirements regarding debris disposal, coordinating such efforts with the Army Corps of Engineers and Georgia Department of Natural Resources. Finally, IEM PA Specialists worked side by side with our GEMA/HS counterparts to complete PW closeout documentation for previous disasters. This work included contacting applicants for missing documentations such as cancelled checks, insurance policies, payroll policies, and timesheets.

IEM supported GEMA/HS in delivery of the new FEMA PA Grants model, working effectively alongside existing GEMA/HS staff. Deputy Director of Administration and Finance, Mark Sexton, expressed satisfaction with IEM's support during both deployments, most recently at a meeting on February 7, 2019. During execution of both Task Orders, we helped GEMA/HS close out many open Projects from earlier disaster events, significantly reducing their backlog of open projects with FEMA.

IEM. Public Assistance and Hazard Mitigation Grant

Technical Assistance Contract



Louisiana Governor's Office of Homeland Security & Emergency Preparedness

From Hurricane Katrina to the Great Floods of 2016, IEM has provided technical assistance services to the Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP). IEM helped administer \$15 billion in PA and \$1.5 billion in HMGP funds in support of 13 open disasters. IEM professionals supporting this contract include Debris Specialists, Insurance Specialists, Cost Estimators, PA Technical Liaisons, PA Policy SMEs, HMGP Technical Liaisons and BCA Specialists. IEM provides project management, responding to individual Task Orders, preparing work plans, ensuring performance of personnel, meeting performance requirements, and completing all deliverable requirements on time and within budget.

As part of this contract, IEM provides specialized technical assistance in navigating high-risk compliance requirements for Louisiana, including federal procurement rules and support for FEMA-mandated closeout milestones for "legacy" disasters like Hurricanes Katrina and Rita. The GOSHEP support team developed the cost reasonableness criteria and approach that led FEMA to approve the Shelter at Home Program in the aftermath of the August 2016 flood. This program provided for the use of FEMA PA funding for temporary repair of homes, which allowed residents to stay in their homes pending permanent repair instead of being relocated to hotels or manufactured housing units.

Public Assistance and Hazard Mitigation Grant Program Support

Our services focus primarily on providing technical assistance to Sub-Applicants and GOHSEP, particularly regarding high risk compliance issues such as procurement and supporting GOHSEP in meeting closeout milestones mandated by FEMA for "legacy" disasters like Hurricanes Katrina and Rita. Subject matter areas addressed include:

- Insurance
- PA/HM Policy
- Viability. Eligibility
- Procurement Compliance
- Floodplain Regulations
- Administrative costs/App Development
- HMA Alternatives
- Debris
- Floodplain Management
- Appeals/Arbitration
- DHS-OIG Audit Defense

Period of Performance -

Previously a Sub, Now IEM is the Prime

- August 2016 – Present
- On time – Within Budget

Program Value

- \$16.5 billion

Customer

Louisiana Governor's Office of Homeland Security & Emergency Preparedness (GOHSEP)

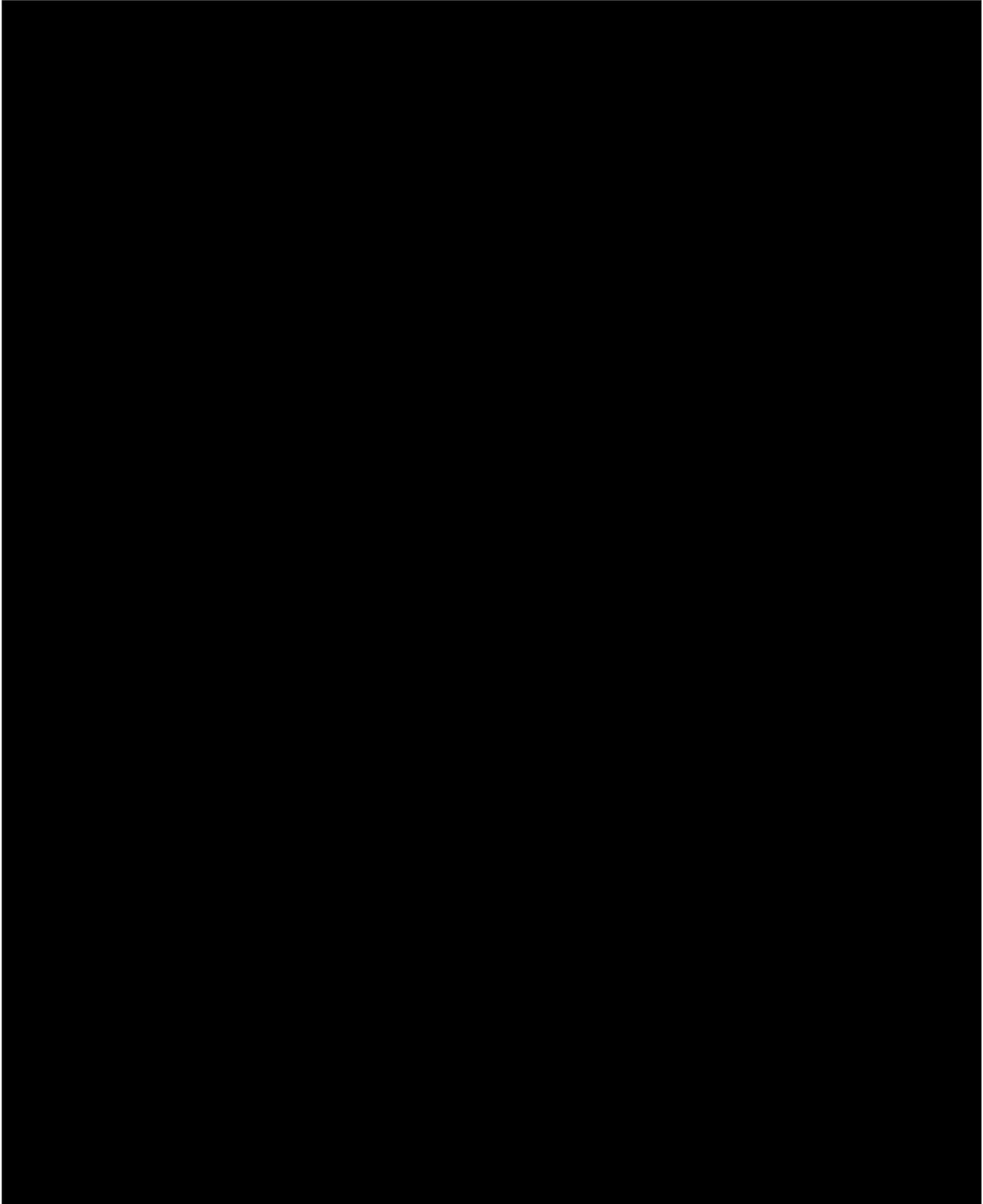


Relevant Tasks

- Public Assistance
- Hazard Mitigation Assistance
- Grant Management
- Project Management
- BCA
- Budget Monitoring
- Audit Defense
- Technical Assistance
- Cost Estimation
- Compliance and Closeout

PROJECT MATRIX – SIMILAR TO THE SCOPE OF THIS RFP

Table 2: IEM’s Similar Project Experience Across Relevant Programs, Qualifications, and Tasks



5.0 SUBCONTRACTORS

Corporate Overview	
	<p>SUBCONTRACTORS</p> <p>If the bidder contractor intends to subcontract any part of its performance hereunder, the bidder contractor must provide:</p>
1.7	<ul 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 for each subcontractor(s); andd. Total percentage of subcontractor(s) performance hours.
No Response Required.	

6.0 TECHNICAL APPROACH

To successfully implement its disaster recovery programs, NEMA is assessing the ability of vendors to provide quality staff, excellent leadership, and technically sound processes and procedures to augment agency staffing levels. NEMA partners must appreciate Nebraska's vision for successful recovery: to serve disaster victims and affected jurisdictions; and to e-energize the larger economic community so everyone will thrive. Achieving this goal depends on sharing the vision of NEMA and its stakeholders while collaboratively mentoring and lead project staff recovery efforts IEM's focus on good leadership means providing transparency, accountability, ethics, responsiveness, and continual improvement. However, good leadership without a bedrock of a **solid technical, solution-based** approach will be unsuccessful. We believe that there are three components to providing technically sound deliverables: speed, cost-effectiveness, and compliance.

- **Speed:** Disasters can happen any time – with or without notice. IEM and its team are **available 24/7** to support NEMA by providing support on a continuum -- before, during and after events. We know that counties in Nebraska are at the fore of response and recovery. Some have less capacity and require more technical assistance than others. Accordingly, we offer customized support counties needing guidance. This may include helping them develop capacity for damage assessment, developing grants management expertise, and educating them about the need to adhere to federal policies and procedures in program and fiscal management. Without such support, these counties may find themselves left behind in a recovery project that embraces speed. **Speed is critical** during disaster recovery because the sooner funding is distributed to cash strapped communities, the more quickly they will recover IEM's end-to-end approach facilitates **reimbursement speed through an understanding of program reimbursement guidance that helps cut through what seems like a wall of federal** bureaucracy. IEM excels at clearly delineating a project's scope so that it meets FEMA requirements from the outset. For example, those managing a PA project may encounter multiple requests for information (RFI) that can take weeks to resolve. We strive to anticipate such obstacles and mitigate them by:
 - Preempting FEMA concerns with cost and scope documentation accompanied by clear explanations.
 - Producing cost estimates using the estimation tool preferred by FEMA, RS Means Data; and,
 - Conducting trend analysis on RFIs to understand changes in FEMA emphasis and write PWs accordingly.
- **Cost Effectiveness:** Based on our knowledge of Nebraska's IA and PA program needs, our leadership, team members, and execution strategy will yield the appropriate tools and resources necessary to accomplish delivery of services well within the applicable spending timeframes. We will provide these services through a risk-based framework that outlines the opportunities, alternatives, and mitigating measures associated with each task. In doing so, we establish achievable timelines for implementation, institute preventive and detective financial and compliance controls, and define reporting requirements for each project and task. This allows us to identify risks early, investigate root-causes, and implement mitigating measures to **reduce schedule, compliance, and budget challenges**. This process will help prevent schedule overrun (a major source of financial risk) as well as ensure **accurate deliverables that maximize the use of recovery funding**.

- **Compliance:** IEM conducts each program, project, and activity in line with best practice compliance standards to support NEMA audit functions. Our team monitors project costs and national objective goals while supporting clients. We develop projects consistent with the rules of applicable Federal Register Notices, FEMA rules and regulations, and state and local rules and regulations while maximizing program administration and project delivery dollars. We will further ensure compliance through IEM's top-notch training program, which ensures all members of the IEM Team provide compliant service. This training is continually reinforced, both through refresher courses and training on new rules and regulations as they evolve. Our compliance will further be reinforced through the services of our Quality Assurance Officer, who will provide both routine and random checks on the compliance of our services and deliverables.



Figure 5: Iron Triangle

All too often, the competing interests of speed, cost, and compliance in recovery and resiliency can create conflict as grantees seek to achieve these goals. We refer to the tension between these needs as the “iron triangle”, reflected in **Figure 5**. because trade-offs are often necessary between these three requirements in the solution framework. Counties, Private Non-Profits (PNPs), cities, and even small businesses demand a recovery measured in weeks and months, not years. IEM's solution provides a balance between the needs identified in the “iron triangle” ensuring we help NEMA push assistance as fast as possible, but with cost and compliance in mind, too.

IEM's approach to disaster recovery programs begin with the end outcomes in mind, guaranteeing NEMA stakeholder goals are integrated into our approach. We will support an aggressive implementation schedule for each Task Order to demonstrate results quickly. Soon after T.O. award, IEM's Project Manager, Ms. Sheila Hascall, and Director of Homeland Security programs, Mr. Gary Scronce, will meet with NEMA to go over these outcomes through the **TMP**. We know how important it is to have a clear and consistent understanding of what success looks like. We will refine our outcomes and approach after this coordination meeting. This outcome-focused approach is a hallmark of IEM; we start with the end in mind.

IEM takes great pride in our ability to remain solution focused under pressure when our clients are faced with a challenge and the stakes are high. It is not difficult to simply identify existing problems and react to them. However, IEM recognizes the importance of focusing on the client's desired outcome when faced with a problem, developing a plan to overcome the obstacles and meet the client's needs.



Figure 6: IEM's Approach to Disaster Recovery

One of the functions that we have served for state grantees is to assist in monitoring and managing subrecipients and their contractors. Our experience in New York is a proof of the value of this service and our ability to perform it.

Assisting our State Grantees in Managing Subrecipient Contractors and Subcontractors

As a contractor to New York State (NYS), IEM supported oversight of recovery efforts for New York subrecipients. This involved interactions not only with subrecipients, but also with their contractors and vendors. Most notable among these subrecipients was New York City (NYC).

Due to the size and magnitude of the damages the city, the NYC Office of Emergency Management (NYCOEM) procured its own recovery contractor to guide its recovery efforts. This contractor assumed the role of NYC and NYCOEM, which included managing city agencies, and their subcontractors were assigned to boroughs, agencies, and projects. For each assignment, each of this firm's subcontractors were to carry out project development, implementation, and closeout.

This approach employed by this firm introduced several problems for NYS, NYC, and FEMA in project management. Basic grants management responsibilities – SOWs, timelines, budgets – were not being monitored or followed. Project creep occurred on every project, and viability became high-risk, jeopardizing nearly \$301M in matching grant funding. NYS had numerous discussions with NYC regarding these risks and called on IEM to resolve the problem.

IEM worked with NYS to develop a strategy for our team to provide oversight assistance on behalf of the state to manage NYC's contractors. This required IEM to provide education for NYC's contractor and that firm's subcontractors regarding program compliance, to eliminate the risk to their clients by ensuring SOWs, budgets, and timelines were accurate and adhered to.

As a result of IEM's due diligence, all but one project was accepted by FEMA, and the de-obligation and project cancellation threat by FEMA was avoided. The single project resulted in a de-obligation of \$8.5M.

STAFFING

Our overarching structure is scalable and flexible to meet the needs of NEMA and is developed in a fashion that has proven successful in current contracts where IEM provides support to clients before, during, and

after disasters. As NEMA’s primary contractor, we provide a staffing plan to support the all levels of effort based on the agreed upon Task Order.

IEM proposes the following organizational/staffing chart for future recovery work. The overall organization consists of Program Coordinators to determine the exact subject matter expert to propose to the state to fit the requirement.

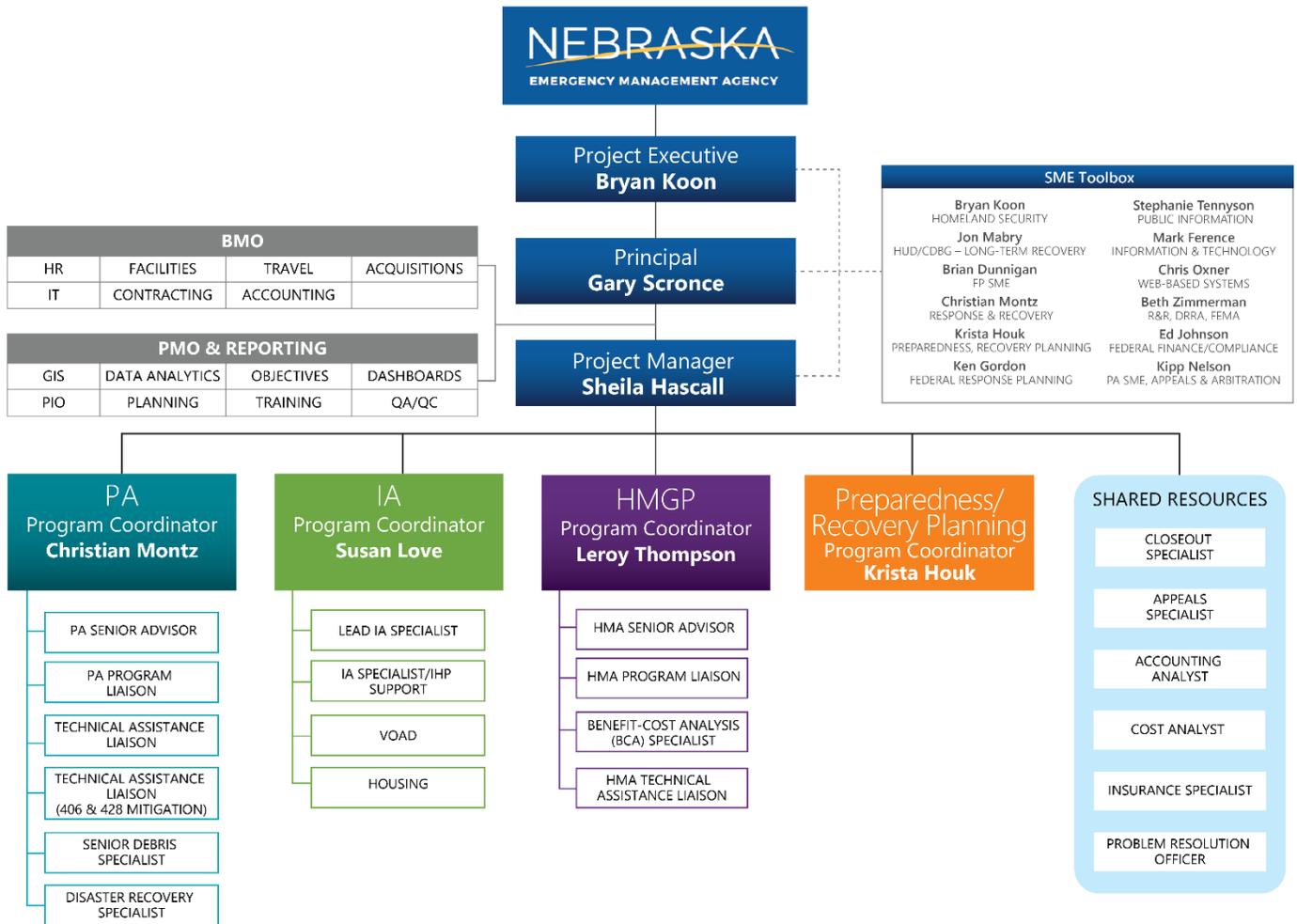


Figure 7: IEM’s Organizational Chart

Our diversified response teams are prepared to deploy rapidly as needs are identified and consist of personnel experienced in areas requested by FEMA, state, and local leadership, including but not limited to IA, PA, and HMA programs, disaster accounting, response, emergency planning, geographic information system (GIS), debris specialists, problem resolution specialists, public information specialists, and others. Figure 7 demonstrates some of the many locations to which IEM personnel have deployed on short notice in support of disaster response and recovery.

Significant examples of IEM’s ability to respond quickly and flexibly to meet client needs include:

- Deploying PA and IA planners to New York Joint Field Office (NY JFO) after FEMA declared major disaster DR-1650 to supplement state and local recovery efforts in New York State in the region struck by ongoing severe storms and flooding that began on June 26, 2006. Soon after the initial

deployment, IEM received a request for follow-on support to the NY JFO to support a second disaster declaration, DR-1670, supplementing state and local recovery efforts in the area struck by severe storms and flooding that occurred during the period of November 16–17, 2006.

- Leading New York State Governor’s Office of Storm Recovery (NYS GOSR) CDBG funded New York Rising Housing Program Support contract, helping 13,400 homeowners repair or rebuild homes damaged by Hurricane Sandy and/or Tropical Storms Irene and Lee. Under this contract awarded in March 2014, IEM brought in over 150 employees in a very short period of time to work in five service centers. We supported this requirement through deploying IEM staff, local hiring, and bringing in subcontractor support.
- Deploying staff to the New Jersey State Emergency Operations Center (SEOC) 36 hours before Hurricane Sandy made landfall and remaining in the EOC for four weeks until staff was transferred to the JFO. IEM staff served on several IA Task Forces following Hurricane Sandy, such as the Sheltering and Temporary Essential Power Pilot Program, assisting homeowners with power loss recovery, allowing them to shelter in place instead of using shelters.

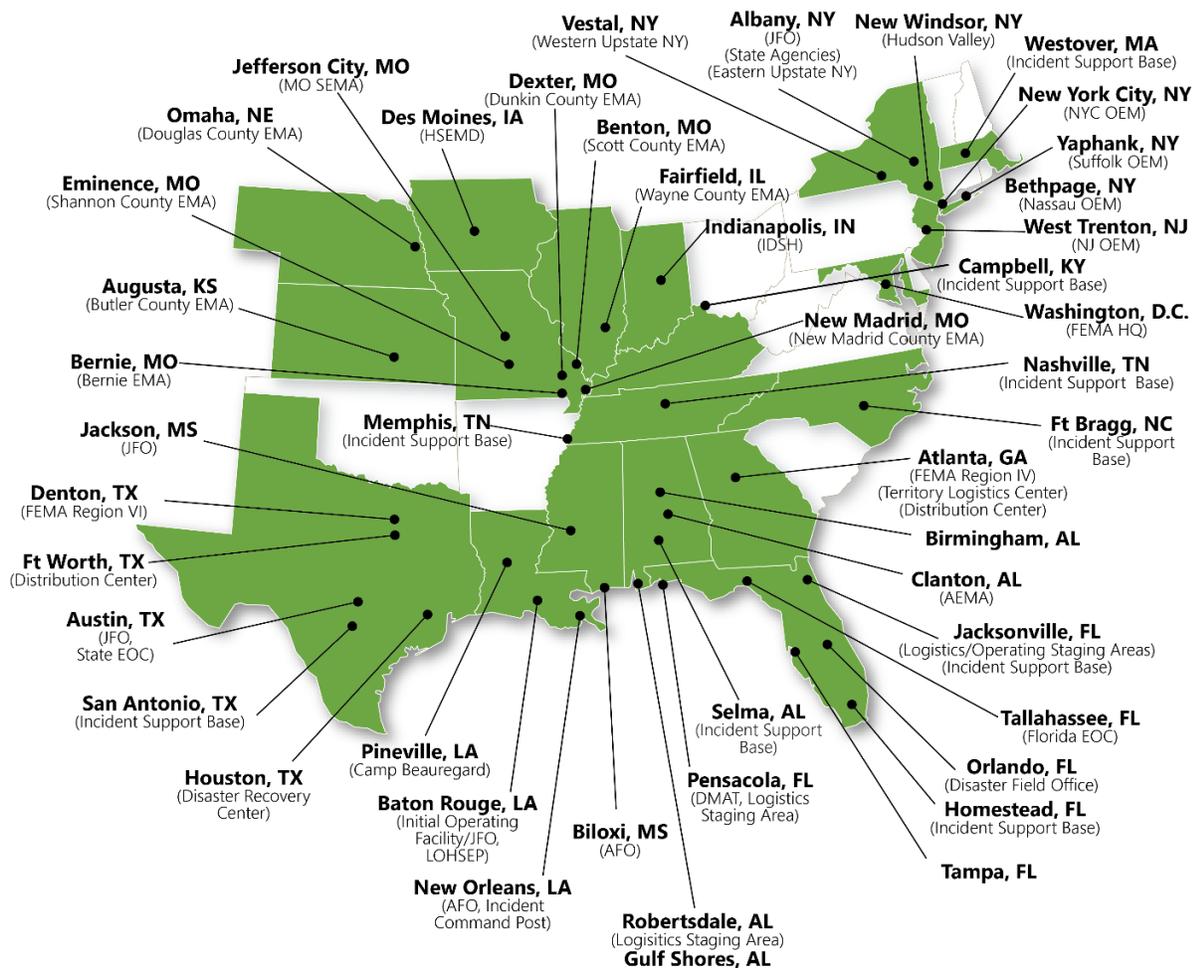
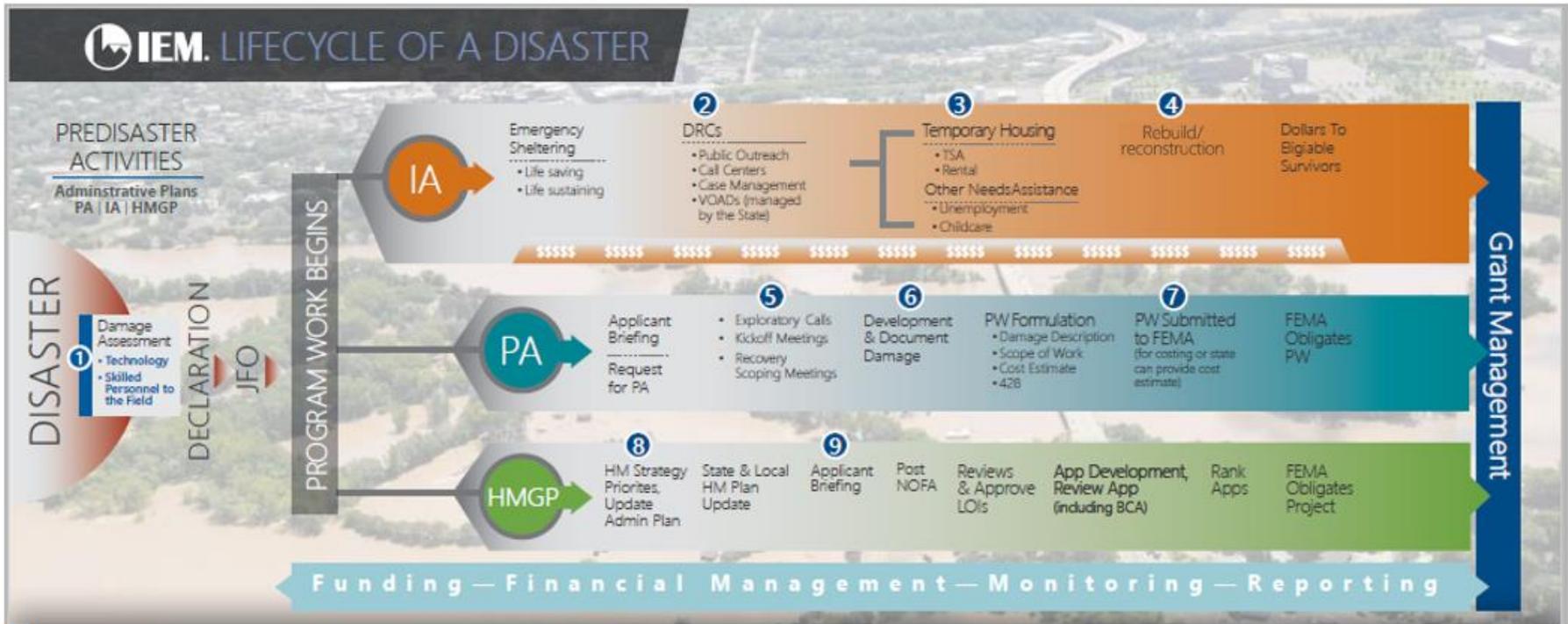


Figure 8: IEM Emergency Deployments. Over the past 35 Years, IEM has deployed staff on site to numerous locations. These deployments represent direct personnel support for response and recovery for hurricanes, floods, and snow incidents, among others. IEM is prepared to provide similar swift and effective support to NEMA.



How IEM Makes This Work

1. Uniquely, the IEM Team offers a state-of-the-art artificial intelligence, data science, and machine learning approach to rapid, accurate, and verifiable PDAs.
2. Public Outreach is crucial to the success of any emergency management effort and IEM is well-versed in building and executing targeted outreach plans. Including identifying the full range of assistance available to survivors. We design our efforts to build trust with the communities we serve and convey empathy through each phase of execution.
3. IEM has lead teams to conduct housing inspections with damage assessors, general contractors, and environmental team (Environmental Lead and Inspector) to complete the scope of work for most appropriate housing repair option by applying its understanding the effects of multi-jurisdictional performance, including building codes, permits, and inspections.
4. IEM has lead teams to conduct housing inspections with damage assessors, general contractors, and environmental team (Environmental Lead and Inspector) to complete the scope of work for most appropriate housing repair option by applying its understanding the effects of multi-jurisdictional performance, including building codes, permits, and inspections.
5. IEM working with the state to ensure all parties to the disaster are engaged to identify site damages. Through this engagement the specific needs of each eligible applicant are identified (e.g. details of the impacts of the incident, hazard mitigation opportunities, eligibility criteria of work and cost, project formulation, insurance requirements, EHP compliance requirements, documentation requirements and the appeal process).
6. A key feature of IEM's data-driven approach is that it is interoperable with the Project Worksheet (PWS) process. It is able to store, retrieve and format the scope of work documentation and cost estimate for a project needed for approval. It also manages the reporting data as the project proceeds and goes into close out. In particular, the system's sophisticated graphics capabilities give the state the ability to richly illustrate the application and progress documents with images of the damages themselves and progress on their repair.
7. IEM will ensure that the PW is complete and ready for submission to FEMA, so FEMA can timely approve and obligate the PW avoiding back and forth delays for the applicant. Experience has shown us that the applicant must be proactive in the PW formulation stage to avoid common mistakes made by or overlooked by FEMA. This helps to eliminate the "worry-about-it-at-close-out" mentality, which often frustrates and prolongs the process at the back end.
8. IEM recognizes that the key to managing a forward-thinking mitigation program is to accelerate its current hazard mitigation planning with an eye toward generating additional dollars for project funding in both PA (406) and HMGP (404). These plans outline community strategies for leveraging FEMA funding, maintaining important data regarding critical infrastructure, keeping mitigation actions current as well as developing new actions to identify new funding opportunities and address changes in hazard vulnerability and risk.
9. IEM is positioned to provide a team of experienced professional staff to provide technical support to the State in taking the planning process to the next level and supporting the development of an Enhanced Mitigation Plan.

Working with the State, IEM will work to ascertain the priorities and vision for leading the team into the future. Reviewing planning and project program goals, IEM team members will:
 - Assist in reviewing and revising State Hazard Mitigation Plan;
 - Discuss opportunities to move from a Standard State Plan to an Enhanced State Plan;
 - Assist in revising the State's HMGP Administrative Plan;
 - Assist in working with impacted local communities to complete post-disaster updates to local mitigation plans;
 - Assist in working with non-impacted local communities to update local mitigation plans; and
 - Continue to assist in developing and implementing post-disaster training opportunities to enhance local mitigation planning and project opportunities.

DEPLOYING RESOURCES RAPIDLY – THE STRIKE TEAM

IEM has the experience needed with deploying large numbers of personnel to multiple locations with a minimum amount of time. Our deployment managers have considerable experience, as do our travel coordinators, with such deployments. With approximately 200 reservists in our cadre, IEM can mobilize and deploy in a 24- to 48-hour period following notification of a disaster. With various levels of expertise, members of this Rapid Reserve Force lives in nearly every corner of the U.S. Upon deployment, each reservist receives a deployment check list as well as deployment orientation so that they are completely briefed on the disaster before they deploy and land in a command area. The checklists address requirements for traveling, what to expect once they arrive on site, living conditions, expected hours of work, and list of items to have on their persons, including proper credentials needed to deploy to secure sites.

The Strike Team will work with NEMA to assess the situation on the ground and identify the deployment requirements (e.g., deployment location(s), types of personnel needed, numbers). The minimum time to identify, notify, and begin deploying the PA, IA and HMGP personnel would be 72 hours or less, with a maximum of no more than 5 days after identification of the positions needed and number of personnel requested.

Streamlined Deployment

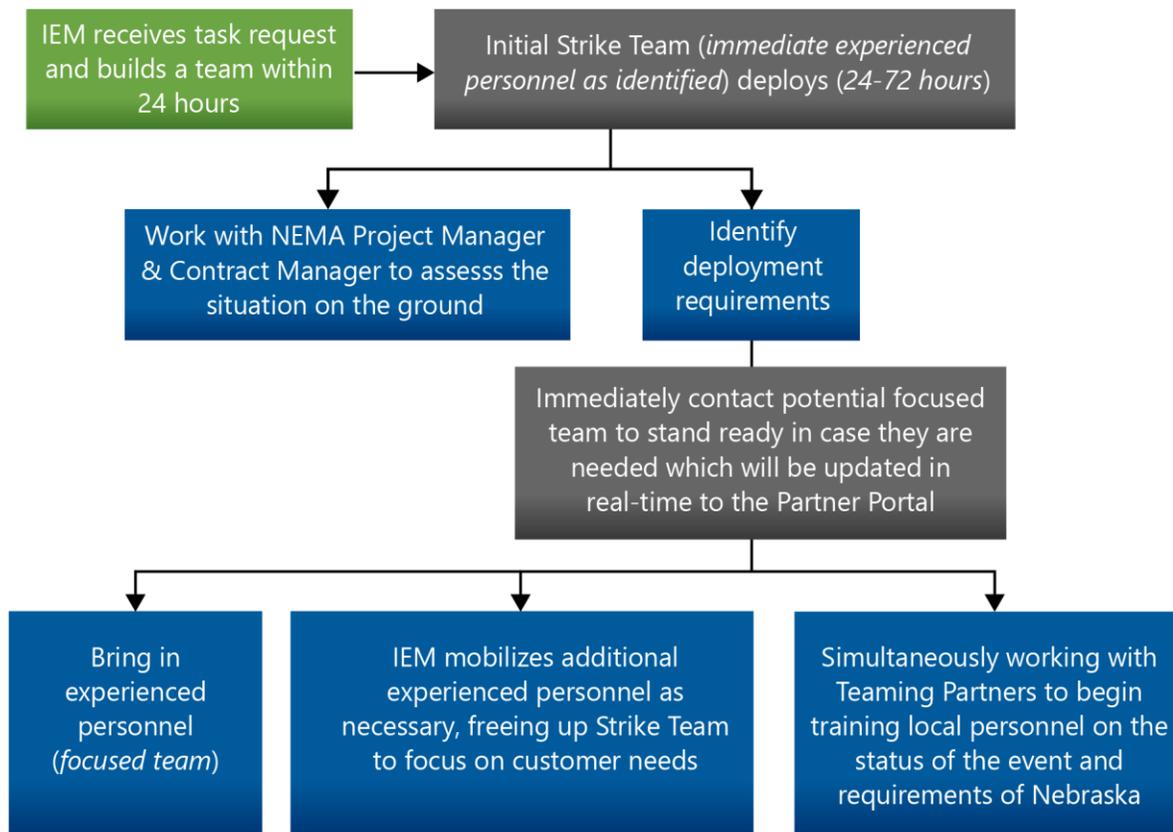


Figure 9: IEM's Approach to Streamlined Deployment Through Strike Teams

The streamlined deployment chart above shows the design of the Strike Team that IEM proposes for NEMA Should a new event occur. The Strike Team Lead will be deployed to Nebraska to assist NEMA’s Project Manager and Contract Manger for the event to assess assets needed. Supporting the Strike Team Lead and IEM’s Project manager during the initial recovery effort will be experienced Specialists, who will act as PA Leads and support the state in completing the PDAs required to document damages for submission to FEMA. The Strike Team will also coordinate with local and federal representatives (e.g., FEMA, Small Business Administration [SBA]) to manage this process, and the communication involved, effectively and efficiently.

The IEM Project Manager Ms. Sheila Hascall will have the full support of IEM Headquarters, other satellite offices, and our subcontractor partners to provide within 72 hours the availability and number of the requested titles. This will be enabled by initiating the call down list, and by opening the **SharePoint Team Portal (Below)** used by all partners to document employee availability to **fulfill the positions requested by the state of Nebraska**. The Team Portal will allow IEM and its partners to share real time updates about the status of current employees, providing a common operating picture for deployment.

IEM uses a file-sharing and collaboration workspace in Office 365, Microsoft’s cloud platform. We use an **externally-facing Portal** site which allows customer stakeholders and teaming partners to securely access the site for **real time asset availability** and location, document exchange, status reporting, program and schedule updates, and collaboration on work products.

Discrete lists provide dedicated resources for individual teaming partners to report and maintain status, contact information, and availability for rapid response candidates. These individual lists are accessible by the teaming organization only, and one organization’s resources are protected from access by another organization. Information in these resources is aggregated into a master data set, with capabilities for reporting, on-the-fly searching and filtering, and dashboard views of total program information.

The program site is equipped with document libraries, contact lists, event calendars, training and onboarding resources, and activity logs. Program leadership has full visibility of the site’s content and can be confident of information security and real-time access of program data.

Our innovative and forward-thinking group maintains a dynamic database of experienced Emergency Management Professionals with specialties in PA, IA, HMGP, Finance, Regulatory Compliance, Preparedness, Recovery Planning and Long-Term recovery. IEM staff use Certify®, an industry standard for travel

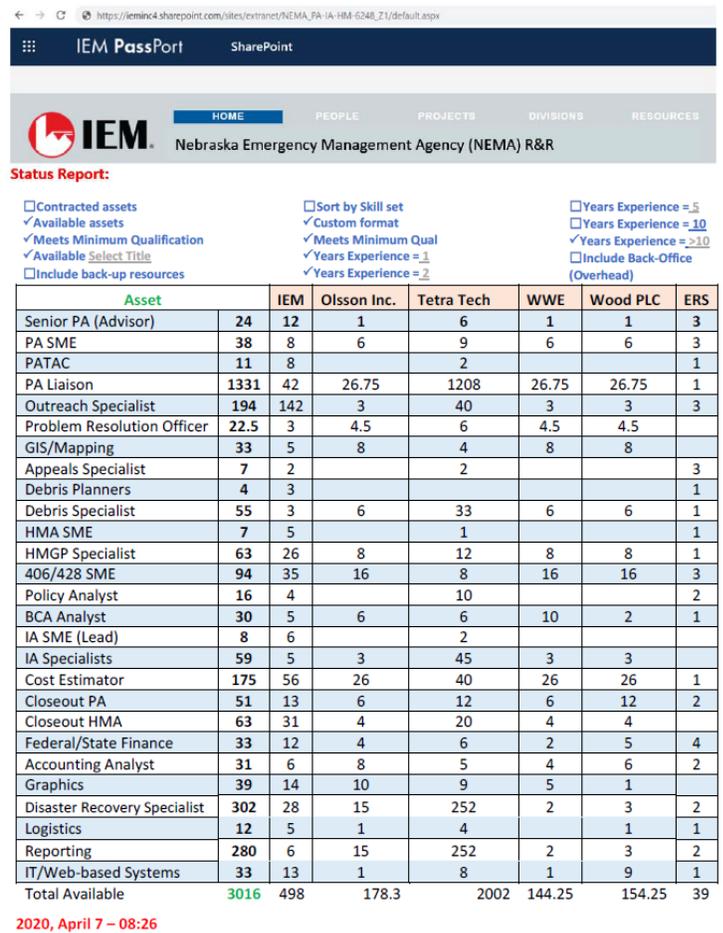


Figure 10: Sample SharePoint Staffing Report



arrangements, which offers the ability to book travel on smartphones as well as tablets and computers, creating another level of efficiency in securing travel meeting State, local, IRS and GSA requirements.



IEM has thoughtfully selected disaster recovery professionals, each with a storied history of success in project delivery, to serve the state of Nebraska. Our right-sizing approach begins the moment people are deployed. This allows us to ensure that the most effective staff is in place, minimizing the cost of administration over the life of this program. Not only will the proper placement of personnel balance the workload and reduce the need for unnecessary overtime and travel, it will also reduce time-consuming redeployment of personnel after their initial deployment. At the direction of Nebraska, IEM Team will phase in personnel, assigning and deploying the best resources quickly so that they can be functional for the effort upon arrival.

TASK MANAGEMENT PROCESS – ASSET DEVELOPMENT

Working with NEMA PM and stakeholders to administer the project, we will ensure adherence to the project scope, schedule and budget. IEM builds quality into every product and service we provide thorough application of our corporate **Task Management Process (TMP)**. This process has been honed through cycles of use, feedback, and process improvement to the point where quality control is inherent in all tasks.

Key elements of our process and their general application to this effort are:

Formal task startup activities undertaken by the project team that include detailed understanding of legal, regulatory, and stakeholder requirements, analysis of other stakeholder interests, focused planning that includes out-of-the-box thinking, and a risk management focus from the first day of task implementation.

A consistent design process based on providing exemplary service to all stakeholders identified for a task, even when some stakeholder interests may conflict with each other.

Initial and detailed design work appropriate for scope and specific content of each program. This activity includes detailed reviews by task-level and senior managers.

Implementation activities that focus on open communication with the customer. Project tracking continues in the form of in-process reviews that include a formal project risk management component. In-process reviews involve senior project and IEM management, and customer representation as required or desired.

Structured after-action activities and projected or on-demand maintenance activities are conducted for all major tasks. The results of these activities represent a real-time feedback loop by which IEM can apply lessons learned to future tasks.

The IEM TMP ensures the following benefits to NEMA and the state of Nebraska:

- Quality delivery of services on individual programs meet schedule and budget constraints.
- Consistent delivery of the same quality work across all sections and tasks.
- Readily available metrics track financial, resource, and schedule status.
- Flexibility to react to unanticipated or planned changes in scheduling, sequencing, or content.
- Robustness sufficient to keep the entire IEM support staff working at peak performance regardless of level of demand.

The quality and attention to detail outlined in IEM’s TMP will be applied to all tasks and sub-tasks. In-process reviews will allow IEM to receive feedback from the stakeholders and make recommendations to improve processes or staff performance.

This process is crucial for project implementation, data collection and integration of planning efforts from multiple communities.

Kick-Off Meeting for each Task Order (TO)

IEM’s Project manager Ms. Sheila Hascall and the IEM HLS Director Mr. Gary Scronce will attend a meeting with the NEMA PM, CM and stakeholders to discuss the purpose of the TO and describe the scope and project tasks. In order to formulate the project plan, IEMs team will utilize our internal TMP.

A Proven Project Management Approach

Our TMP, practiced and refined over our 35 years of emergency management consulting, is the primary tool on which our success is based. It enables us to provide deliverables on time and within budget for hundreds of projects ranging in scope from those limited in scope, to multi-year, multi-million-dollar contracts for local, state, and federal agencies.

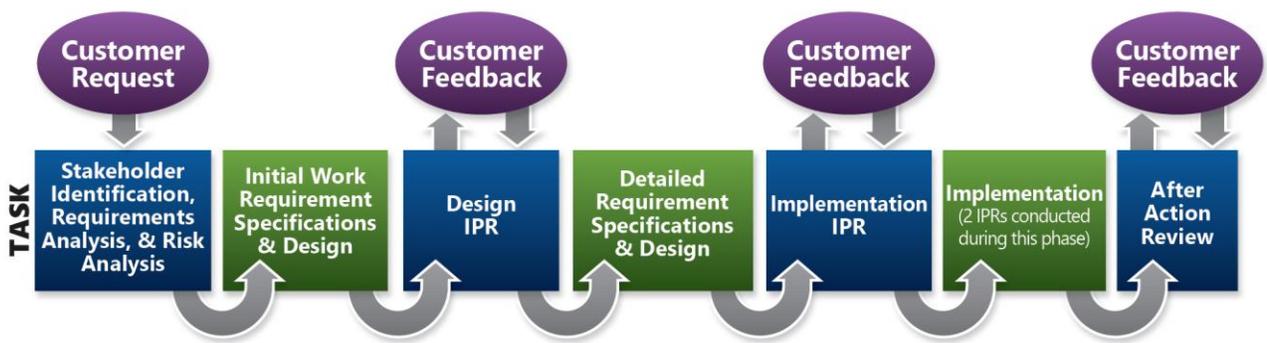


Figure 11: Key steps in the IEM Task Management Process

The TMP encompasses all the following:

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

To demonstrate that the Scope of work adheres to the state, local and federal guidance, we will utilize our proprietary TMP to document the deliverables as an element of the project management strategy (Figure 11). Our TMP ensures quality delivery of service that meets schedule and budget constraints, ensures consistent delivery across all programs, and provides readily available metrics to track financial, resource and schedule status. It also provides flexibility to respond to unanticipated changes in scheduling, sequencing, or content through regular **in-progress reviews** (IPRs).

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

6.2 PA SERVICES (ATTACHMENT A: SECTION 1.8)

Corporate Overview	
1.8	a. Describe bidder's process for providing PA technical services.
<p>Response:</p>  <p>IEM's Project manager Ms. Sheila Hascall and the IEM HLS Director Mr. Gary Scronce will attend a meeting with the NEMA PM, CM and stakeholders to discuss the purpose of the TO and describe the scope and project tasks. In order to formulate the project plan, IEMs team will utilize our internal TMP.</p> <p>With the results from the initial Kick-off meeting and the workplan from the TMP, the Project manager will work with the state of Nebraska on determining the scope of services, positions required and deliverables to be provided to achieve the Tasks within the approved timeline and budget for Public Assistance.</p> <p>PA Grants Portal and PA Applicant Process</p> <p>We have the experience operating under new processes for PA and using the Grants Portal, having successfully provide PA services since its implementation in 2016. As NEMA requires, we will train Applicants on how to develop a damage inventory list including all categories of work, how they should capture expenditures for incident period outlays including categories A and B, and how to develop damage inventory lists. If required, we will assist Applicants before, during, and after recovery scoping meetings and State/FEMA site inspections. In our experience, extensive inspections with photographic evidence and preliminary estimates are helpful before the formal State/FEMA site inspections, as they can result in a smoother capture of the full scope of damages. At the option of the State, we can assist Applicants in that process. Of course, in our very first step in site inspections, besides extensive photos, we revisit the damages again in person, and we examine thoroughly for 406 opportunities, until the Applicant is comfortable that a meaningful FEMA/State site inspection is possible.</p> <p>For almost two years, Our PA specialists have been using the Grants Portal to communicate damages, estimates, and evidence to the State (grantee) and FEMA. Some of our customers in the last two years have been Applicants and we have the experience in training them how to use the Grants Portal. We will be able to assist Applicants with hands-on attention in submitting the Request for PA and we will train them how to use every function of Grants Portal. But in our experience, Grants Portal was never designed to be a long-term data storage solution for Applicants. We will be able to walk through with Applicants why they must retain documents in accordance with 2 CFR § 200.333 and leading practices in storing them for potential audits in the future.</p> <p>Applicant Briefings</p> <p>At NEMA's request, the IEM Team is prepared to participate in and conduct Applicant briefings. These are important opportunities for county, city, university, tribal and certain PNP representatives to be briefed on the PA Program. For some, it may be their first experience with this program, and we will be</p>	

able to provide information from program basics like **program eligibility** to more detailed information such as **Section 428** and program administrative requirements. From the IEM Team's point of view, this is an imperative step in recovery. Missteps by Applicants can lead to additional oversight, hence slowing down reimbursements creating financial strain for some Applicants. High quality Applicant briefings is a foundational step in mitigating program misunderstandings, and we have the experience in delivering these briefings.

Debris Management Oversight

A comprehensive debris management program is necessary to ensure that Nebraska is better prepared to restore public services and support public health and safety in the aftermath of a disaster. In addition, this pro-active approach will enable the state to be better positioned to receive the full level of assistance available from FEMA and other participating entities.

The Senior Debris Specialist will serve as the senior technical advisor for the State and sub-recipients on all debris issues, and is knowledgeable in the statutes, rules, regulations and guidelines related to debris management at various levels of government, including:

- Stafford Act, Title IV, 407, Debris Removal (and other relevant sections)
- FEMA, PAPPG, Category A (Debris Removal) and Debris Management Technical Guidance
- Environmental and Historic Preservation Requirements
- U.S. Army Corps of Engineers
- USDA Natural Resources Conservation Service and Farm Service Agency
- State, Tribal, and Local solid waste, trash collection and recycling policies and practices

In addition, the Senior Debris Specialist shall incorporate best practices in debris removal and tailor the operations to the unique needs of the jurisdiction.

At NEMA's request, the Senior Debris Specialist will:

- Provide technical specialist services within the organizational structure in relation to the comprehensive debris management program, which includes:
 - Debris forecasting and prioritization
 - Eligibility and Liability (applicant, facility, work and cost)
 - Assessment of resources and permitting (environmental sampling, traffic control, equipment and staffing)
 - Debris clearance and collection (response and recovery operations, debris handling and processing)
 - Debris management sites (transport, temporary debris staging and reduction areas, disposal, recycling)
 - Contracted services (procurement, pre-qualification, SOW, monitoring,
 - Monitoring, Evaluation and Documentation
 - Private property debris removal and demolition (legal and administrative procedures, cost recovery)
 - Health and Safety (position assignment, hazard controls, compliance, protocol for reporting,

- Public Information (emergency communications strategy, timely notices, alternative formats, media)
- Cost Reimbursement and Close-out
- Be responsible for providing the NEMA Deputy Director for Disaster Recovery and senior staff, the status of debris management of current and future federally declared disasters, identifying problems and providing the State with recommended solutions.
- Serve as the state's coordinator and primary point of contact with the FEMA debris management team.
- Facilitate dispute resolution on debris management issues involving federal, state and local entities.

Coordination of Public information is a critical function in conducting effective debris management operations. Unless instructed otherwise, the actions of residents and property owners may result in unexpected cost and liability. As an example, property owners desiring to return their property to "normal" as quickly as possible, may move all debris (disaster-related or not) to the curb for pickup, resulting in decaying debris sitting in public rights of way. In addition, without informing the public of the types of debris to be collected and the proper quantities, debris piles may contain a mix of demolition/construction debris with vegetative debris and hazardous household waste that requires special operations to remove. The success of debris management activities involving the public is highly dependent on the effectiveness of the public information effort.

Project Worksheet Formulation and Detailed Damage Estimation

A **Project Worksheet (PW)** is technically a subgrant application. Ensuring that all damages eligible for reimbursement are captured is important but properly formulating a PW, especially for permanent work, is the lion's share of reimbursement. There are numerous tasks involved from formulation to reimbursement with respect to PWs. These tasks are typically divided between PA program specialists for formulation and to some degree grant specialists to track reimbursements and assess for conformity with administrative compliance. **Figure 12** includes just some of the key PA tasks that we discuss further in this proposal. The PA specialists we will deploy are experienced professionals who have been performing these tasks for years.

A PW has five sections that must be reviewed for accuracy to ensure

Key Public Assistance Tasks



Figure 12: PA tasks can be organized in three distinct phases

correct eligibility determination and the quickest obligation of recovery funding:

PW Header Information: While the simplest section, errors do happen and thorough review ensures proper Applicant assignment, Category of Work, Facility, and Location of the Facility the grant is being written for.

Damage Description and Dimensions (DDD): This section is considered the most important. It identifies what damages the subgrant is including, what hazard caused the damages, and the quantity and quality of the damages. Damages discovered through subsequent repair work will need to be captured through additional versions and not articulated clearly in versions can result in slow reimbursement.

SOW: The section where repairs to items listed within the DDD are captured. Available and future invoices for repairs will be paid from this section, if the SOW is not appropriately defined, the reimbursement process will be delayed as invoices for repair work will need to be inspected and additional information will need to be provided to show invoiced work is for eligible damages. This becomes more laborious, having this work captured early makes for speedier and painless recovery.

- **Special Considerations:** One of the considerations for any PA project is to ensure that infrastructure is not being rebuilt in the Special Flood Hazard area or even the floodway. We ensure that updated flood maps, together with freeboard above the Base Flood Elevation (BFE) are integrated into the PW formulation process.
- **Project Cost:** The project cost section is a summary of separate documents detailing eligible cost; force account labor, materials, and equipment; contracts, estimates, etc. Review of CEF, invoices, force account sheets for proper format, preparation, and content is necessary to prevent unnecessary versions and delay. Whether a small or large project, our PA Specialists will ensure accurate cost estimates based upon scopes of work.

Our approach starts with ensuring the correct applicant is identified (where responsibility and legal ownership is unclear). Ownership of repair must be clearly identified and documented, especially when multiple agencies, private and public may have claims to ownership. For example, a facility may be owned by a municipality, but leased by an eligible PNP. The facility may require multiple PWs written for it – (1) for repairs and contents owned by the PNP, (2) another for repairs of facility elements that are the responsibility of the municipality (often mechanical and electrical elements) and (3) for the municipality for emergency protective measures performed by the municipality. We make sure to carefully document the damages in separate PWs so that there is no delay in recovery or needless burden on the community served by the facility. **Figure 13** below depicts generally how PWs make their way through formulation and IEM uses this method.

We pay special attention to the DDD as it is the most difficult to update after PW formulation is already underway. The DDD must be accurate and specific. Details of damage need to identify location, cause (e.g., flood or wind), quantity, and quality. With enough detail in the original PW, damages uncovered during repair can be quickly identified and added by version to the PW. When cost elements are not detailed enough initially, recovery is slowed as details must be supplemented later through subsequent site visits. The review and approval process can also be delayed as new information may require top to bottom evaluation of the PW to ensure there is no duplication of costs.

Key Project formulation steps



Figure 13: PW formulation process

Our IEM Team has considerable experience **helping Applicants study and decide on whether an alternate or improved project is appropriate**. We will assist Applicants in this determination and help them shape their justification for NEMA and FEMA. For example, we will work with Applicants to assess whether the public function of a damaged building remains essential to the community or whether the risk of its current location is too high related to future storms. We have been successful in navigating FEMA requirements for **alternate or improved projects**.

With respect to **small projects**, the IEM Team will assess and validate the accuracy and quality of **scopes of work and cost estimates** for small projects so that FEMA can obligate funding for these projects. Further, we will **validate small projects** and help NEMA manage the disposition of balances as a result of cost underruns, which can be recommitted to other Stafford Act related activities with FEMA approval.

The PW process may come second hand to NEMA and the IEM Team, but we know that Applicants who normally don't deal with PA may struggle with all of the program requirements, We will help these Applicants understand the program and we will bring to the attention of NEMA any Applicants struggling with eligibility or any other part of the program. Collaborating with NEMA, we can step in to clarify and resolve problems with Applicants before problems start to blossom into serious obstacles.

Large projects can be more labor intensive and typically will involve interacting project dependencies in construction. We will help prepare or in some cases work closely with A&E firms hired by Applicants to **design and develop construction schedules** for these projects and submit to NEMA and FEMA. Our teaming partners, Olsson, Wright Water and Tetra Tech have experience within the State of Nebraska in federally supported construction projects and routinely creates construction schedules that drive construction contractor accountability.

Cost overruns are common in large infrastructure construction projects, but careful review of project facts are important considerations before requesting a PW version for a cost overrun on conventional PWs that would result in additional FEMA obligations and additional cost share commitment by the State or Applicants. We will review such instances of overruns and provide a recommendation to NEMA whether such requests are warranted. Our Construction Managers from IEM and our teammate, Emergent Risk Solutions know the first hints of problems on construction projects and monitor for potential unnecessary cost overruns and will bring issues quickly to the attention of NEMA and Applicants as appropriate.

Our support to Applicants will not end in helping them formulate a high quality and eligible PW. Our philosophy and experience tell us that developing an unassailable PW is the best way to be cost effective with labor costs and to ensure full reimbursement. But we know that questions may still arise, and we will help Applicants through the process of fielding PW questions from FEMA and even be their **advocate**. Further, we have had considerable success in avoiding **PA and HMGP Appeals** but we have also been successful in generating winning Appeals. We will do so for Nebraska Applicants as well by first **assessing for NEMA whether an appeal on behalf of an Applicant is necessary and whether such an Appeal is likely to be successful**. Our first goal in the Appeals process is to have an open line of communication with the State and FEMA and help Applicants **talk through eligibility issues with FEMA where it may simply be a case of misunderstanding before proceeding to an appeal**.

In a majority of our collective team experience, we have been able to resolve issues successfully simply by communicating effectively. Some disaster recovery firms may tout their ability to “fight with FEMA.” We take a different approach: while not ceding any ground when we know our clients are programmatically correct, we use our regional and headquarters relationships and our knowledge of FEMA to avoid costly appeals. Our project influencing has been effective, and we will do that same for NEMA Applicants. **Should an Appeals Specialist be required, our partner Emergent Risk Solutions (ERS) has a robust team of Licensed Lawyers with extensive experience in PA and HMA appeals.**

Alternative Procedures or 428 PWs

IEM is a market leader in providing support for PA 428 to state, local, tribal, and territorial governments in jurisdictions across the United States since its authorization in 2013. From its codification in law in 2013, IEM was involved in almost 50% of all 428 projects nationwide.



Figure 14: IEM is a Market Leader in 428, having supported nearly 50% of projects nationwide

The IEM Team has implemented **428 PWs** in New York, New Jersey, and Texas since its authorization in 2013. To date, of the nearly \$16 billion in PA project funds identified by the State of New York for Hurricane Sandy, over 60% (nearly \$10 billion on 169 PWs) have been approved under the 428

procedures. IEM Team staff working with State of New York Disaster Assistance Representatives and others, as well as their Applicants ensured:

- PWs were clearly and effectively defined in terms of the **scope of the needed work consistent with eligible, reimbursable costs.**
- Timely follow-up and resolution of gaps and deficiencies to support project approval or amendments.
- Detailed review, reconciliation, and approval (or denial) of all applicant reimbursement requests, including assuring auditing and financial review standards are fully met through a “rolling close-out” process. Also, IEM for the last five years on behalf of the State of New York, has been working daily with the applicants throughout the state to rectify the errors and omissions in their reimbursement requests to ensure timely payments. Also, through these engagements IEM has provided training to minimize issues with future submissions.

IEM Team: #1 in Providing Support for 428 Public Assistance Alternative Procedures

Moreover, **428 can and should reduce the administrative burden and costs of managing and reporting** on these projects for the recipients. While participation in the 428 program is voluntary, it offers Applicants flexibility in spending PA funds, and the ability to utilize excess funds that enable communities to recovery more quickly consistent with their long-range plans. Participation in 428 can greatly increase the funding provided by FEMA. The 428 procedures also mean federal funding for hazard mitigation can now be made available sooner in the recovery process, providing a unique window of opportunity for grant recipients to build back infrastructure in ways that ensure resiliency.

Applied strategically, 428 can provide states and localities with significant benefits. But navigating this new process can be challenging, and benefits are dependent on the ability to estimate costs in detail and correctly the first time. There are risks involved in this new model, and many states and localities are right to be concerned about potential negative effects this could have on recovery plans since if estimates are incorrect, jurisdictions will likely be forced to dip into their own funds to complete projects. States and localities can mitigate this risk by ensuring thorough managing and implementation of the 428 procedures through staff experienced with successful history under the pilot procedures.

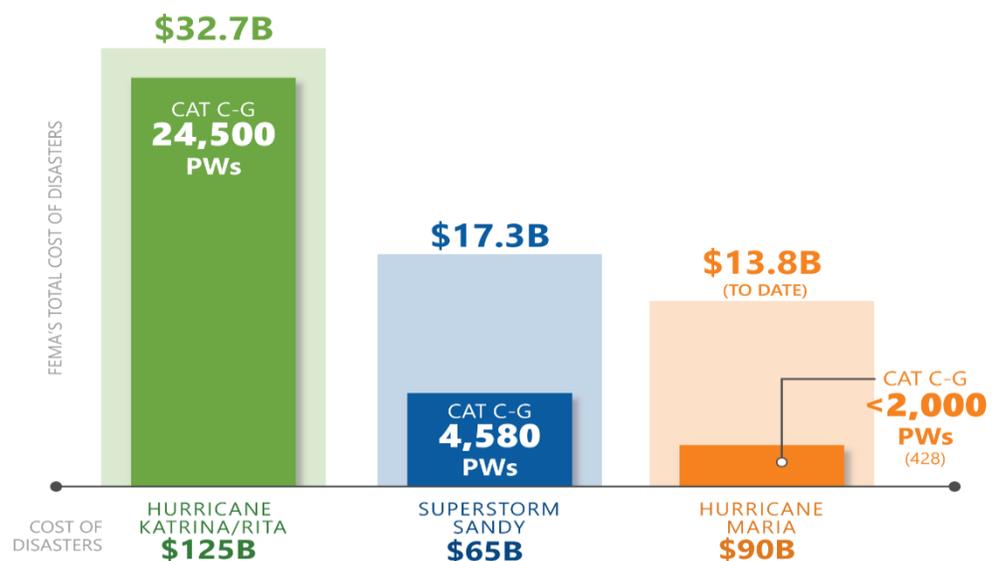


Figure 15: 428 has led to a significant decrease in Project Worksheets in the most recent disasters.

The roots of the 428 procedure go all the way back to 2005 and Hurricane Katrina. After Katrina, IEM's senior advisors led the way in pioneering innovative uses for PA funds, applying streamlined procedures to revitalize New Orleans' schools as part of the Recovery School District revitalization project. Innovations in 428 helped decrease the total number of PWs required for a given disaster, as demonstrated in **Figure 15** above.

Our approach to 428 is inclusive and collaborative. We are experienced in adapting to the requirements of each program delivery model FEMA currently employs, and as a result, we meet our goal to accelerate recovery with the greatest possible federal participation. Our objective in 428 program implementations is to maximize the benefit to the Applicant by facilitating communication, documentation, and technical compliance with continuity throughout the process. Our approach to 428 development focuses on the following steps:

- Applicant communication, education, and oversight: Our primary goal for implementation of FEMA's Section 428 in particular is to ensure participation and program compliance by all eligible Applicants. The critical elements of our applicant approach are to be informative, inclusive, and collaborative. As assigned, we will provide communication, education, and oversight throughout the process to ensure Applicants are aware of the program and can participate when it is offered. We will work with the FEMA Program Delivery Managers assigned to each Applicant to help implement 428s in a compliant manner.
 - Communication: Our team will issue memos to Applicants with timely information. Regular communication with Applicants is essential, because applicability and requirements vary by each pilot program, and modifications to current pilot programs can be made at any time.
 - Education: Our team will provide conference calls, webinars, and workshops to assist Applicants with registration and compliance with applicable laws, regulations, and policies concerning the PAAP program.
 - Oversight: When PAAP program is announced, our team will coordinate the NCEM and assigned Applicants to identify eligible projects. Our team will assist Applicants with compliance and conduct quality and technical review of information and materials submitted to FEMA. We will convene regular meetings with Applicants to ensure procedures are being followed and documentation is being managed appropriately from the start of the program all the way through closeout.
- Estimating: The IEM has experienced estimators, knowledgeable in all disciplines and expert in FEMA's traditional estimating tools, including the CEF and RS Means.
- Strategically utilizing local, licensed professionals: With certain exceptions the PAAP enabling statute and guidance places a demand on FEMA to defer to licensed professionals such as architects and engineers when analyzing eligibility and cost reasonability.
- Analysis of market conditions: The IEM team can analyze pressures on the local engineering and construction ecosystem to determine how it may be influencing final cost of construction, such as inflation and labor-shortages.
- Multi-level negotiation: The IEM team's extensive relationships at the national, regional, and local level of FEMA allow, when necessary, negotiation of contentious issues across multiple

organizational levels. This can short-circuit administrative red tape and minimize or eliminate potential conflict.

A key part of the IEM Team approach to manage the risks of 428 projects is a strong risk-based project oversight to ensure that 428-funded projects are completed on time, within budget, and are compliant for all funding streams. Unlike companies that use traditional program management approaches, IEM uses innovative data analytics–driven methodologies to ensure that recovery projects are delivered on time, without massive cost overruns. We use predictive analytics to forecast and quantify potential risks over the life of a project, enabling more accurate planning and decision-making before any funds have been expended, and we continue to quantify risks throughout the life of the project.

Unfortunately, infrastructure projects are known for performance issues. A recent survey of nearly 200 projects across the country showed that 92% were late, 85% exceeded budget, and 63% had quality deficiencies. Post-disaster construction projects include even more risks than ordinary projects, with complex funding streams and compliance and documentation requirements.

Impact of DR-4420 on Nebraska's Risk & Vulnerability

The widespread record levels of flooding in 2019 have significantly altered river channels and floodplains throughout the Cornhusker state, making many existing floodplain maps no longer accurate. Opportunities exist to incorporate updated risk assessment data into PA projects to support benefit-cost analysis (BCA) for 406 projects, maximizing mitigation and resiliency for infrastructure restoration. In addition, post-incident discussions between multiple federal and state agencies have emphasized new opportunities for coordination to combine and leverage resources to post-disaster projects.

IEM's risk management and oversight methodology for 428 infrastructure projects emphasizes the following elements:

- Involving all project stakeholders.
- Performing a risk analysis prior to project initiation and updating throughout the lifetime of the project.
- Making ongoing risk assessment a fundamental element of the project execution – covering risks of schedule delay, cost overrun or compliance shortfalls.
- Making recommendations based on quantifiable data that prioritizes the risks that impact the bottom line.

406 Mitigation

Any mitigation may become eligible as 406 Mitigation if it addresses the type of damage suffered in the declared disaster and has a favorable BCA. 406 Mitigation is routinely included with projects if the applicant can show technical feasibility and cost benefit. Projects often do not include mitigation due to failing one of these two requirements. Elevation of HVAC or electrical services from basements to roof or higher floors is very common. The addition of annexes to house these elements is also common when the previous scenario is not technically feasible. (i.e.: single story building or a building with a roof system it cannot have such work mounted to.).

Often FEMA may not want to accept 406 Mitigation as they are focused on getting the PWs completed and closing the Joint Field Office. But we persist. In New York, after Hurricane Sandy, IEM worked with the State Hazard Mitigation Officer (SHMO) and raised the number of PWs with 406 mitigation from 3 percent to 33 percent of all PWs.

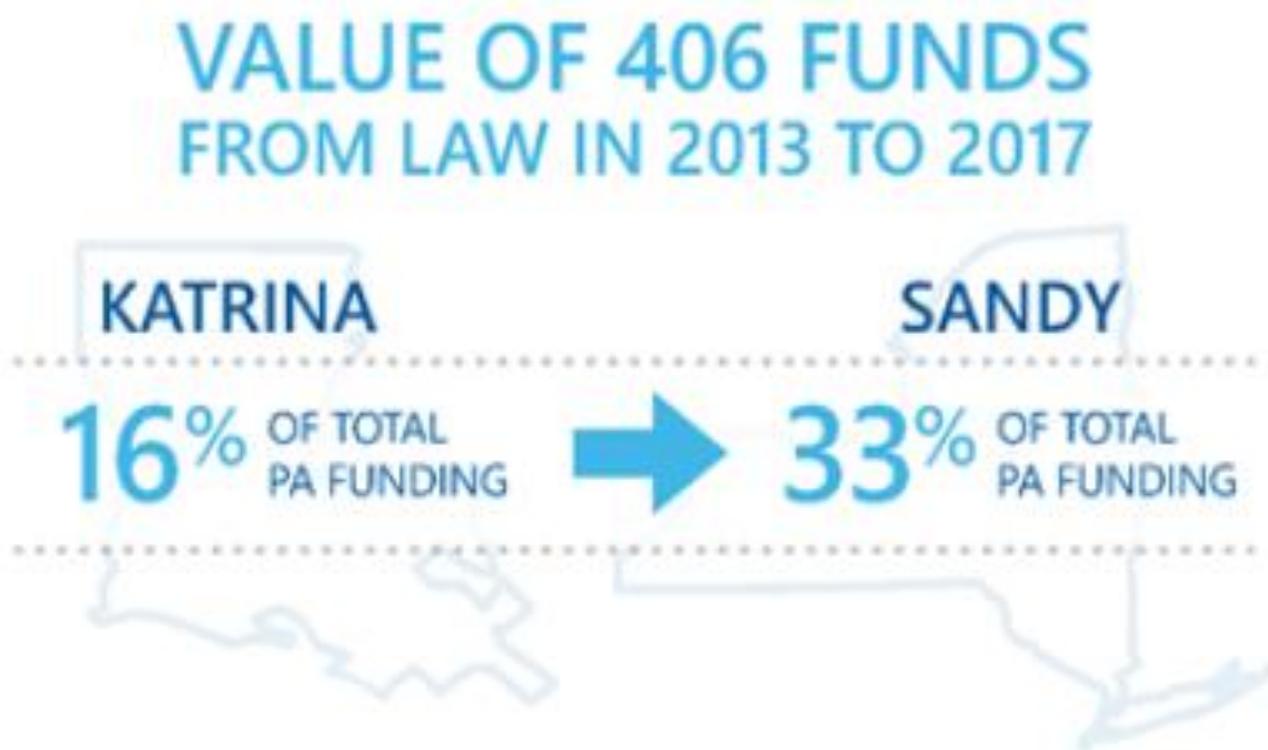


Figure 16: 406 usage for Hurricane Sandy recovery in NY was more than double what occurred for Hurricane Katrina in LA – a key success IEM helped deliver for the state

This amounted to over 42 percent 406 funding overall on every PA dollar. The total amount obligated for 428 for Hurricane Sandy for New York was \$4.8B – resulting in additional federal funding of over \$2B. Of the 5,000+ PWs obligated for New York State, 170 PWs account for 60-70 percent of the overall PA funding.

Sometimes FEMA may push back, citing deferred maintenance as the reason to deny PA funding, including 406. In some cases, our mitigation personnel have been able to create a single PW for the purpose of later identification of a 406 Mitigation strategy on a project and assign zero dollars to it. As later 406 Mitigation is identified, it is assigned to this mitigation PW.

Accurate Cost Estimating is Essential

Using CEF Effectively is a Complex, Specialized Skill: Cost Estimation Format (CEF) provides the basis of funding for the FEMA PA program. With the increasing use of 428 projects, cost estimation becomes even more important – 428 grants are capped, and an accurate cost estimation is vital for having sufficient funding to complete PA projects. The process includes pre-qualifying the process, identifying disaster specific factors and unit cost data, determining the eligible SOW, then completing the CEF. This

demands that the contractor team possess the right combination of specialized skills so that they have deep subject matter knowledge of all aspects of both the CEF process and FEMA PA regulations. The team must also possess practical on-the-ground knowledge of the many obstacles that can unexpectedly change the cost and scope of a project.

A Team that Expects the Unexpected: Our team includes cost estimators who not only know how to use the FEMA cost-estimating formats for the specific disaster but are also knowledgeable in general construction management and scheduling. Knowledge of construction and scheduling is vital to be able to address cost variables associated with construction location, labor cost, and probable site constraints that will impact the total cost of construction. Local labor and materials cost must also be accounted for as there may be differences in rural and metropolitan costs in Nebraska. **David Luke** a SME of the IEM Team has performed architectural and engineering work across Nebraska.

Scoping the True Cost of the Project: Our cost estimators also understand the importance of the FEMA "50% Rule" in program decisions. At 50% or higher damage to a facility, the facility **qualifies for replacement**. Our cost estimators know that while an initial assessment of the damaged facility may point to repair, an accurate, knowledgeable, and thorough estimate of repairs will identify costs that were not captured initially. There may be costs to repair specialized equipment or support structures. For example, a basic DDD may include a damaged panel board, and not take into account the damaged wiring that runs to and from the panel board, the walls that will need to be opened and repaired to accommodate such repairs, the crews needed to effect those repairs, and any remediation of hazardous materials associated with any of the above items.

Establishing an Accurate SOW: Similarly, construction of an effective cost estimate may identify shortcomings of the SOW. An effective cost estimate can also assist with clarity of the Project Worksheet as a whole. Costs identified should be properly reflected in the DDD narrative and SOW. Our cost estimators ensure that the narratives, SOW, and cost elements match, preventing accidental oversight and reducing the potential for reduced project funding. Making sure that all parts of a PW are consistent allows for easy review and quick acceptance by FEMA reviewers.

A Dream Team of CEF-Savvy Personnel: We have a deep bench of cost estimators well-versed in many different infrastructure facilities and systems. IEM is a leader in CEF and together with Olsson, WWE, TT ERS and Wood PLC we have the regional and local construction knowledge that can be a differentiator when initial estimates don't account for local building codes and methods. Further, our use of RSMean has been highly effective over the years in providing accurate cost estimates that sail through FEMA review.

Success Story: Leveraging 404/406 for Port Authority of New York and New Jersey

For the Port Authority of New York and New Jersey (PANYNJ), IEM proposed 406 mitigation from storm surge for John F. Kennedy (JFK) airport. JFK had a lot of damages to flight line lighting /signage, and the arrestor pad due to flooding. Specifically, the issue involved bulkheads. FEMA was reluctant to approve the costs for the engineering study under 406 funding. But once the magnitude of damages was documented using 404 mitigation funds, FEMA was forced to acknowledge that 406 mitigation would be of great benefit. However, more as a conciliatory measure, NY and FEMA agreed to split the cost of the engineering study between 404 and 406 funds. Our PA and HMGP experts played a large part in getting this solution accomplished and approved by FEMA.

Technical Assistance

The IEM Team routinely provides technical assistance on traditional PA, in addition to assisting our clients with non-traditional PA efforts. Some of this work is in support of traditional PA projects while other technical assistance has focused on issues arising from use of several different funding streams. We list below examples of such assistance:

- Using documented damages at an eligible facility damaged by Hurricane Sandy, we were able to direct Nassau County Public Works on how to explain repairs in a more detailed manner to more closely match FEMA's unit cost estimating in its Cost Estimating Format (CEF). This allowed for more accurate estimates and correction of scope for items that were incorrectly identified (i.e.: pump sizes, electrical component misidentification of a motor control as a switch, etc.)
- Identifying reimbursement errors where reimbursement for work done with HUD funding was submitted for FEMA 428 funding. This resulted in developing a funding source tracking sheet that identified invoice eligibility for specific funding sources preventing duplication of benefits.
- Matching eligible mitigation or improvements included in project SOWs to contracts and designs were submitted for Hurricane Sandy PA and HMGP projects. This guaranteed that the work had undergone program required EHP and Floodplain management reviews. If the necessary reviews had not yet been completed, the work was held, and the proposed repairs were submitted so that FEMA EHP could complete the required reviews prior to the start of work. In this way, the IEM Team ensured that FEMA EHP approvals were included in the SOW and reduced the risk of future de-obligation of funds.

6.3 IA SERVICES (ATTACHMENT A: SECTION 1.19)

Corporate Overview	
1.9	a. Describe bidder's process for providing IA technical services.
<p>Response:</p> <p>IEM's Project manager Ms. Sheila Hascall and the IEM HLS Director Mr. Gary Scronce will attend a meeting with the NEMA PM, CM and stakeholders to discuss the purpose of the TO and describe the scope and project tasks. In order to formulate the project plan, IEMs team will utilize our internal TMP.</p>  <p>With the results from the initial Kick-off meeting and the workplan from the TMP, the Project manager will work with the state of Nebraska on determining the scope of services, positions required and deliverables to be provided to achieve the Tasks within the approved timeline and budget for Individual Assistance.</p> <p>IEM has decades of experience in the process of helping survivors heal and recover from disasters. Disasters are life altering events for individuals and families and the assistance the federal government provides must come quick and the administrative process as painless as possible for survivors. The IEM Team has recent and relevant experience providing IA services. For example, IEM recently provided IA support to the State of Georgia related to Hurricane Michael. Our team of IA specialists assisted with outreach, liaised with individuals to guide them through the Individuals and Households Program as well as Other Needs Assistance. Our IEM team also offered the personal and attentive care for community survivors during this emotional and trying time for individuals that suffered loss. From our culture at IEM and those on the IEM Team who served in survivor centric organizations at the federal, state, and local level and assisted in the IA process, we believe this is the most important step in recovery.</p> <p>Individuals and families who recover quickly are less distracted employees, students, mothers, fathers, and the cycle builds on itself in communities. At the request of NEMA, we are prepared to deploy IA specialists within 48 hours to augment and assist NEMA's IA team and processes. Of course, this support typically comes just after a disaster when there are multiple FEMA teams deployed. Whether at the Joint Field Office (JFO) or in a Disaster Recovery Center (DRC), we will work closely with FEMA staff to deliver IA and help Nebraska survivors understand program eligibility. Our IA Specialists will be advocates for these survivors and will help them navigate the process beyond just completing an application on disasterassistance.gov or at a DRC. Unfortunately, just after disasters when FEMA has deployed new staff, they may provide incorrect information to survivors or new staff at the processing centers may deny legitimate applications, we will step in and articulate where FEMA may be applying IA guidance incorrectly. We will even guide survivors that wish to generate IA appeals and where possible, provide recommendations to FEMA. There are also circumstances whereby survivors are desperately trying to piece together documentation required by the FEMA processing center so they may receive assistance. And to add to the survivor stress, FEMA's deadline may loom. We will paint a clear picture for FEMA why a survivor requires an extension in such a way that it will be difficult for FEMA to deny it.</p>	

Upon request, IEM will provide support to the State of Nebraska for coordination of **legal assistance to disaster survivors**. In cases of a federal declaration, FEMA will provide access to Disaster Legal Services and IEM can provide liaison support to the organizations that administer the support to disaster survivors, as well as coordinate with disaster survivors to ensure they are getting all the services they need. Should a federal declaration not be available, IEM can provide a liaison to shepherd and coordinate legal resources to support disaster survivors in coordination with known and verified groups such as the American Bar Association, the Nebraska Bar, and Legal Aid of Nebraska’s Disaster Relief Program.

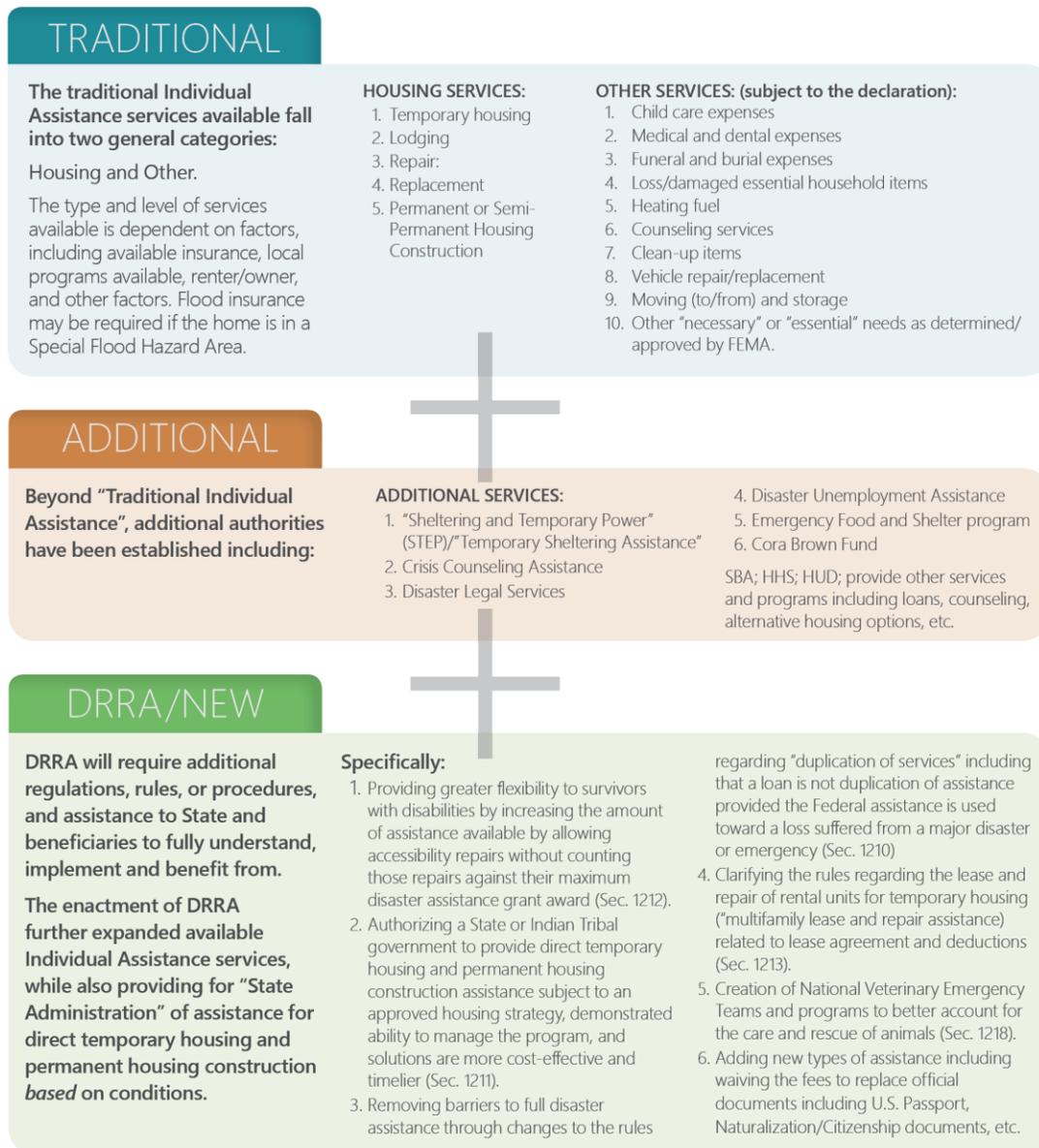


Figure 17: Recent changes brought about by DRRA have opened new possibilities for IA support.

IEM can provide support to the State of Nebraska for the coordination of **Disaster Unemployment Assistance** for declared disasters or undeclared disasters, should the State choose to run their own program. While these programs are typically administered in coordination with the Nebraska Department of Labor, having a liaison to coordinate the efforts will be helpful to the State of Nebraska.

The IEM Team includes many former State Emergency Management Directors – **including IEM Vice Presidents Bryan Koon and Jon Mabry, Gary Scronce and Susan Love (IA/IHP SME)** – who can coordinate across the Nebraska state agencies and identify ways to get the program up and running fast, while providing staffing support to DRCs, shelters, community-based locations, as well as virtual support when required by NEMA.

For both aforementioned areas, IEM will include an Executive Dashboard as part of its NEMA IA/PA SharePoint Portal, which will incorporate recovery progress on the Disaster Legal Services and Disaster Unemployment tracking registrations, transactions, dollars allocated, etc. This data will support other tracking on IA and PA to ensure that survivors are able to access all dollars available to them in the disaster recovery process.

The IEM Team also has recent experience with survivors who met program obstacles related to **SBA Disaster Loans** whereby such loans were considered “assistance” and many homeowners deemed ineligible for IA under the Individual and Households Program component because of duplication of benefits. With the passing of the DRRRA of 2018, important and more logical changes are underway, and our team is aware of these changes and monitor FEMA closely as it continues to promulgate policy implementation of the DRRRA in areas like IA. **Figure 17** includes recent evolutions in IA.

Nevertheless, the **SBA Disaster Loan** program, with its attractive low interest rates, is a relatively easy financing vehicle for which businesses and individuals can quickly fund their own recoveries. Businesses of any size may borrow up to \$2 million to repair/replace disaster property damage. The IEM Team can help guide small businesses in their initial contact with NEMA. The \$2 million maximum, which applies to property damage and working capital, can jump start Nebraska business and by extension, communities, and we can help guide these partners navigate the SBA process.

Housing Assistance

The IEM Team has extensive experience with fast-paced housing damage assessments, lead testing and environmental review of homes, critical steps for home repair programs. For Restore Louisiana alone, members of the IEM Team **completed 40,000 Tier 2 environmental reviews within six months**. IEM and its partners maintained a high pace of damage assessments for the Restore Louisiana program, using the state’s complex damage assessment protocols.

IEM has developed innovative procedures to reduce the headaches for survivors enrolled in housing recovery programs. Survivors tend to suffer burnout when they are repeatedly asked to sign and return yet another form. Knowing that each necessary program appointment and inspection could potentially require the applicant to take time off work, causing undue additional burden and frustration with the program, we strive to consolidate this work into as few potential meetings as possible. IEM’s **One Doc, One Knock (Figure 18)** model for obtaining applicant releases along with all homeowner documentation and property assessments significantly reduces the burden on homeowners. This also addresses the problem of grant programs being plagued with long processing times due to the need for additional documentation, releases, and acknowledgments.

The **One Doc** includes common forms that individual and household programs utilize such as Right of Entry authorization, all signed releases of information, and signed acknowledgements regarding receipt any environmental testing. The One Doc omnibus document can be executed using an integrated

DocuSign module for those homeowners submitting applications electronically. This would allow applicants to view and sign documents when and where it is convenient for them.

“One Doc, One Knock” Process

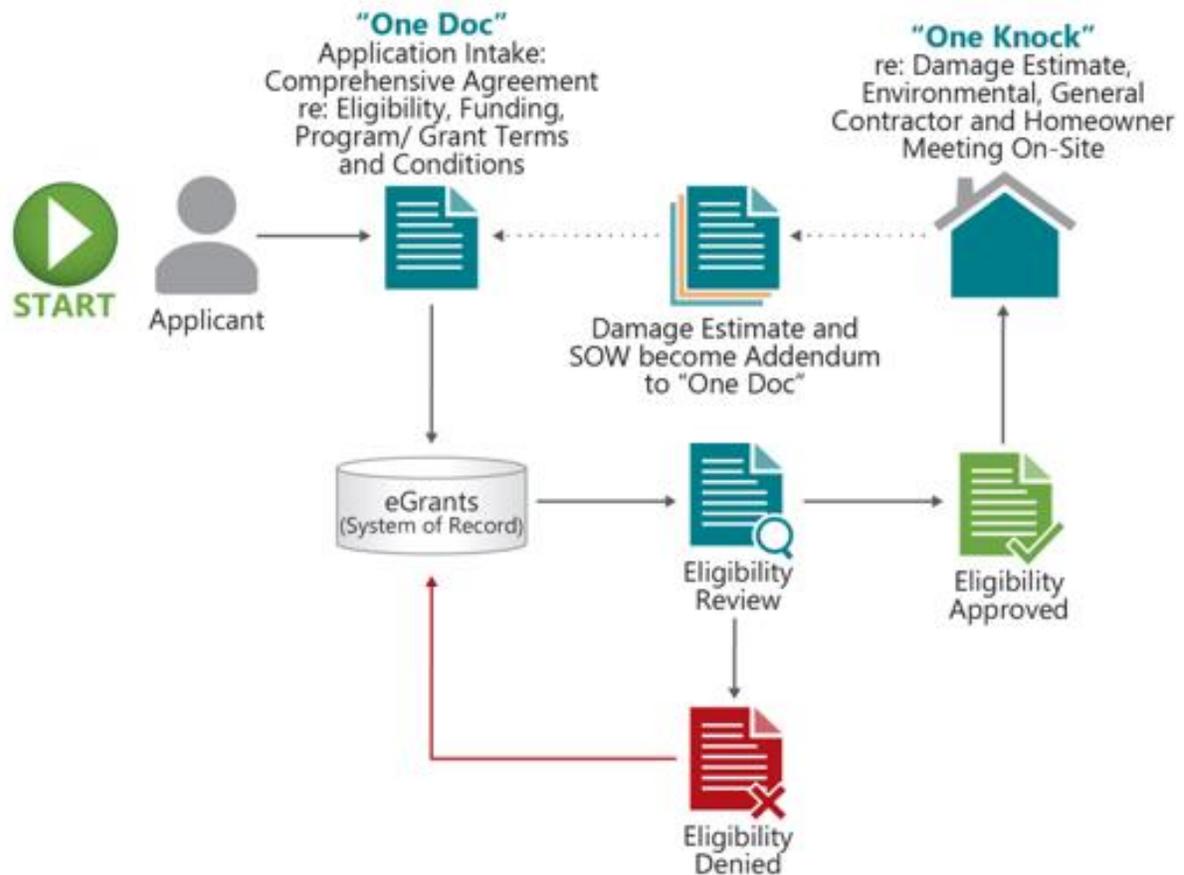


Figure 18: IEM’s proven “One Doc, One Knock” process.

The **One Knock** consolidates the damage assessment, and any required environmental inspection into a single site visit. Generally, the damage assessor, the environmental technician, and the construction contractor meet together with the homeowner. The damage and SOW for temporary or permanent repair is adjudicated at this meeting, on-site and with the homeowner present. This prevents the homeowner from being disrupted multiple times, and saves the recovery program money in scheduling costs, as well as expedites overall recovery.

With IEM’s extensive housing program experience, no matter what housing program is used, from experience we know that there are basic similar steps every homeowner must complete. **Figure 19** is an example of a simple to use guide we provide to housing program applicants. We have a history of rapid throughput in housing programs and have found that better prepared housing program applicants is a key factor in speed.

KNOW BEFORE YOU CLOSE

1

REVIEW YOUR AWARD CAREFULLY

Appeals must be filed **BEFORE** you sign your Grant Agreement at closing. Once your Grant Agreement is executed, you waive any right to appeal the determinations of award amount, results of all inspections, and funding requirements (including Duplication of Benefits (DOB) calculation and any escrow requirements). In the event a future policy change by the Program would positively impact the amount of your grant award, you will be notified, your grant will be recalculated accordingly, and you will have the option to sign a new grant agreement with the updated grant award.

Program policy requires homeowners to self-certify that they still own the damaged property and have not transferred it or received notices of default or seizure related to taxes, mortgage, or title prior to receiving a grant award. Additionally, the Program requires that homeowners maintain ownership throughout the entirety of their participation in the Program.

2

DUPLICATION OF BENEFITS

You will be required to certify that you have reported all DOB* and any funds received both before and after you submitted your initial application.

* Any funds available and/or received from FEMA, insurance (private or NFIP), SBA, etc., that were intended for home repair or replacement are considered a duplication of benefits.

3

HOMEOWNER RESPONSIBILITY AND REQUIRED ESCROW (IF APPLICABLE)

In cases where a homeowner received or was approved for funding from other sources (such as FEMA or SBA) to repair his/her storm-damaged home, federal law requires those funds to be invested by the homeowner into home repair before the Program may provide additional dollars.

- Solution 1, Program Managed Construction** – The “required escrow” funds referenced by your previously accepted Award Acknowledgment must be submitted to the Program during your closing appointment in the form of a cashier’s check. These funds are matched with your grant funds from the Program to ensure your repair/reconstruction project is fully funded and complete.
- Solution 2, Homeowner Managed Construction** – The “Homeowner Responsibility” amount referenced in your Grant Agreement is the amount of money you will need to spend on home repairs listed in your Estimated Cost of Repairs (ECR) prior to receiving Program grant funds. Once the Program inspects and confirms completion of items in your ECR totaling more than your Homeowner Responsibility, you will be able to receive grant funds. If you have completed repairs since the time of your damage assessment, the cost of those items may be reduced from your Homeowner Responsibility amount.

4

FINANCE REQUIREMENTS

If you live in a Special Flood Hazard Area (SFHA), you will be required to maintain flood insurance at ALL times for your home. You must provide proof of insurance or a letter of declination (if home is in a non-SFHA area) before signing your Grant Award Agreement. The lesser of either: a) The full insurable value of the structure under the National Flood Insurance Program. The full insurable value of the structure will be the lesser of either: a) The full insurable value of the structure under the National Flood Insurance Program. The full insurable value of the structure will be the lesser of either: a) The full insurable value of the structure under the National Flood Insurance Program. The full insurable value of the structure will be the lesser of either: a) The full insurable value of the structure under the National Flood Insurance Program.

5

REIMBURSEMENT AND CONSTRUCTION

For Solution 1, Program Managed Construction, a check will be mailed to you within 3-4 weeks from the date you sign your Grant Award Agreement. For Solution 2, Homeowner Managed Construction, you are required to reconstruct and elevate your home. If you are required to elevate, per federal requirements, are only eligible for program funding if they have elevated their home to a required height of two (2) feet above the Advisory Base Flood Elevation (ABFE). Homeowners in this situation must provide an elevation certificate demonstrating compliance with this requirement. If you have received a Substantial Damage Letter for your property, you are required to reconstruct and elevate your home. If you have received a notice of Substantial Improvement from your local jurisdiction, you are required to elevate your home. If you have received a copy of your Substantial Damage Letter or Substantial Improvement Letter (if applicable) to your Grant Agreement, you are required to provide a copy of your Substantial Damage Letter or Substantial Improvement Letter (if applicable) to the Program. Failure to disclose this information could result in your ineligibility for the Program.

6

GREEN BUILDING STANDARDS

The State of Louisiana has adopted the ENERGY STAR Certified Home standard for projects that were substantially damaged or where reconstruction is required. Homes that were non-substantially damaged must apply the HUD CPD Green Building Retrofit Checklist to all work undertaken as a part of the Program. For more information, please reference the Green Building Guidance Document at restore.la.gov/green-building-standards.

Fair Housing/Equal Employment Opportunity/ADA Accessibility

Figure 19: IEM has developed clear, understandable, and comprehensive materials to help homeowners understand all the is required of them to receive assistance through federally funded housing programs.

Disaster survivors for Presidentially declared disasters have access to a range of assistance programs to help them find shelter and temporary housing. Some of these resources that may be implemented if warranted or requested by the state include:

- Individuals and Households Program financial assistance, including:
 - Lodging Expense Reimbursement for reasonable short-term accommodations
 - Rental Assistance to rent alternate housing
 - Home Repair or Replacement Assistance for homeowners who do not have adequate insurance

- Sheltering solutions from state, tribal, and voluntary agencies, as well as evacuation and sheltering activities authorized under **Section 403 of the Stafford Act**
- Transitional Sheltering Assistance (hotels/motels)
- Disaster Case Management
- Small Business Administration low interest disaster loans
- **HUD Community Development Block Grants-Disaster Recovery (CDBG-DR)**

With IEM's broad housing program experience, no matter what housing program is used, we know there are basic similar steps every homeowner must complete. **Figure 19** is an example of a user-friendly guide we provide to housing program applicants. Further, our experience makes clear that educating applicants upfront is key to efficient housing program implementation.

We know that for NEMA time is of the essence, and the IEM Team has the experience to help support a successful housing program. IEM keeps up to date with every program change and we will help support NEMA such that changes don't become obstacles in program delivery.

- Our team has learned key lessons through hard-earned experience, including:
- The need for effective communications to manage expectations.
- Proactive planning.
- Clear delineation of roles and responsibilities, including inter-agency issues and relationships with PNPs.
- Understanding the effects of multi-jurisdictional performance, including building codes, permits, and inspections.

The IEM team has extensive experience in all elements required for a successful housing program implementation:

- **PNP integration:** Ensuring the capability of applicants to offset non-federal share through donations and contributions through PNPs and others.
- **Communications/Outreach:** Planning and executing campaign to maximize participation through various media platforms utilizing multiple languages. Ensuring appropriate public and shareholder expectations.
- **Case Management:** Managing program/customer interface throughout program lifecycle, and vetting applicant eligibility under programmatic guidance.
- **Construction Management & Eligibility:** Assessing, analyzing, and valuing damages and appropriate SOW under programmatic guidance. Such as ensuring compliance with program caps, safety requirements, and re-routing applicants to 428 as necessary.
- **Quality Control:** Ensuring contractors complete only approved work within program guidelines and to program standards.
- **Grant Management & Closeout:** Managing documentation and program requirements related to FEMA PA to ensure maximum eligibility and expedited closeout.

Bottom line, when it comes to federally supported housing after a disaster, IEM is an industry leader and we commit to deploying our diverse solutions and specialized staff for temporary and long-term housing for the State of Nebraska.

Table 2: IA Programs have become a staple of major disaster recovery operations, and the IEM Team and its staff have been at the forefront of these programs.

Generation	Event (DR)	Entities
2012	<ul style="list-style-type: none"> 4085 – NY – Hurricane Sandy* 	<ul style="list-style-type: none"> New York City Nassau County Suffolk County
2016	<ul style="list-style-type: none"> 4277 – LA – Severe Storms & Flooding* 	<ul style="list-style-type: none"> State of Louisiana/Governor’s Office of Homeland Security & Emergency Preparedness (GOHSEP)
2017	<ul style="list-style-type: none"> 4322 – TX – Hurricane Harvey* 4339 – PR – Hurricane Maria* 	<ul style="list-style-type: none"> State of Texas/General Land Office (GLO) Commonwealth of Puerto Rico/Department of Housing (PR DOH)

6.4 HMGP SERVICES (ATTACHMENT A: SECTION 1.20)

Corporate Overview

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

Response:



IEM’s Project manager Ms. Sheila Hascall and the IEM HLS Director Mr. Gary Scronce will attend a meeting with the NEMA PM, CM and stakeholders to discuss the purpose of the TO and describe the scope and project tasks. In order to formulate the project plan, IEMs team will utilize our internal TMP.

With the results from the initial Kick-off meeting and the workplan from the TMP, the Project manager will work with the state of Nebraska on determining the scope of services, positions required and deliverables to be provided to achieve the Tasks within the approved timeline and budget for **the Hazard Mitigation Grant Program**.

The extensive support IEM has provided to both FEMA and jurisdictions across the U.S. has given IEM the hands-on experience required to assist NEMA with technical assistance in support of all FEMA mitigation programs, including but not limited to: Hazard Mitigation Programs – Section 404 and 406, PDM, Flood Mitigation Assistance (FMA), Severe Repetitive Loss (SRL), and other federal programs. Experience with disaster recovery, coupled with firsthand knowledge of federal policies, procedures, and guidelines, and keen understanding of state and local needs are critical to meeting NEMA’s goals and ensure program compliance with all applicable state and federal laws and regulations.

Getting FEMA to YES on Non-Traditional Projects

Following Hurricane Sandy, IEM Team members supported New York in the implementation of its hazard mitigation programs. While we worked hundreds of traditional mitigation projects, we also supported the successful implementation of non-traditional projects supported by FEMA mitigation funding. For example, **\$518M in FEMA funding for the repair and construction of 104 bridges** throughout the state, and over **\$300M in FEMA funding for a sewer project** which removed homeowners from a private septic system and provided a new sewer system and wastewater treatment plant.

The IEM Team includes a cadre of qualified professionals who have worked on disaster recovery at all levels – local, state, and federal – on both the FEMA and state sides of mitigation programs. We have assisted in the development of preparedness, response, recovery, mitigation, and prevention strategies and the plans for implementing them. IEM understands these tasks because we have performed them during difficult and complex real-world events, including working on-site in Georgia, Missouri, Indiana, Iowa, and most recently, in New York where we provided HMGP support for Hurricane Sandy recovery efforts to the New York State Division of Homeland Security and Emergency Services (DHSES). We understand the roles and perspectives of all parties involved in the HMGP processes, which allows us to facilitate dialogue, expedite progress at both the programmatic and project levels, and avoid potential pitfalls and

drastically reduce unnecessary delays.

A major benefit of the IEM Team is that we know how to assist Nebraska in getting FEMA to 'yes' in response to both traditional and non-traditional mitigation project requests. Having worked with FEMA throughout the years, we have an unmatched understanding of what FEMA, including Region VII, will and will not support. Too often, communities make their own judgments about what FEMA will or will not approve. Our approach begins by looking at the applicant's needs, determining the mitigation benefits of the proposed project, and making the case to FEMA supported by a defensible Benefit Cost Analysis (BCA) and methodology, a careful read of the regulations, and the historical record of FEMA funding for numerous non-traditional projects, which provides precedent for requests on behalf of our clients.

In June 2013, New York implemented three mitigation programs related to Hurricane Sandy, and IEM Team members rapidly deployed over 70 employees to support all aspects of hazard mitigation including preparation, policy guidance, cost estimation, and BCA support. Some of the activities we undertook during this rapid deployment included the following:

- Updated the 2014 State Hazard Mitigation Plan in a highly compressed timeframe (4 months);
- Assisted sub-applicants to develop HMGP applications for approximately 2,500 letters of intent while also providing BCAs using the FEMA BCA Toolkit (versions 4.8, 5.1, through 6.0) for HMGP funds in excess of \$1495B;
- Managed HMGP grants, including eligibility determinations, packaging, and submittal of digital and hard copies of 1,221 applications to FEMA Region II Sandy Recovery Office (SRO); and
- Responded to FEMA RFIs, conducted kick-off meetings with sub-grantees after FEMA approval, conducted joint FEMA/State site visits, led project and grant management throughout the sub-grant and grant closeout, all while providing strategic funds management.

The IEM approach to hazard mitigation consolidates all our experience, utilizes the tools that have been successful in past disasters, and integrates these skills to inform the guidance we will provide to NEMA. In addition to general mitigation program guidance, the IEM Team is also well versed in the use of Global Match, which leverages funds from multiple federal programs to maximize benefits to meet our client's needs.

The following sections detail how IEM will ensure mitigation regulatory compliance, acceptable documentation for reimbursements, and readiness for appeals.

Hazard Mitigation Grant Program

Under Section 404 of the Stafford Act, FEMA provides grants to states and local governments for long-term hazard mitigation measures after a major disaster declaration. This program compliments the Section 406 mitigation program, and the correct application of these disaster policies is critical to maximizing reimbursements. We are well versed in rules and regulations that allow the pairing of PA projects with HMGP in order to maximize reimbursements for the State and its subgrantees.

Additionally, in order to maximize reimbursements for regular projects, and free up "set aside" or 5%-10% initiative funding for projects where cost-effectiveness is difficult to determine utilizing FEMA BCA software, our BCA Specialists can conduct alternative BCAs to determine cost-effectiveness for such projects. This was demonstrated during our team's work in New York, where over 100 BCAs were conducted for similar project types.

Program Oversight

Following an award, our team will assist NEMA in the administration of the HMGP grants by reviewing and processing all documentation necessary to support the reimbursements of expenditures. This includes documentation related to the State's cost-share, SOW changes, budget changes, periods of performance, requests for advances and reimbursements, program income, Federal tax obligations, and Davis-Bacon requirements.

Our approach to reviewing and processing documentation for disaster grant expenditure is to let the file's documents tell the story of compliance. We have been successful assuring proper documentation by using certified

Successful use of Global Match to leverage funding

Ms. Hascall assisted New York state with the application of a Global Match methodology, in which the state used a CDBG-DR funded home buyout program as Global Match for HMGP infrastructure projects and home acquisitions.

IEM helped to identify projects where eligibility lined up between the two funding sources, and both programs were used to leverage funds for desired projects with mitigation benefits. In NY, **this innovative method reduced the state's "new money" match burden by \$240M** which could then be used for other recovery programs and budget shortfalls.

This method also allowed the state to meet local match requirements by receiving credit for state funds already being used towards similar projects.

Aggregating BCAs for Maximum Benefits

In New York, Ms. Hascall led the development of an aggregated BCA for projects that would have received limited funding – *if any* – using separate BCAs. This aggregated BCA applied to multiple housing projects and critical infrastructure. The PA Alternative Procedures pilot program and HMGP funding were available to support these projects, but Ms. Hascall was able to show the state how to obtain more resources by aggregating the BCA when the projects were mitigating the same threat in the same area.

Reimbursement Best Practices

The following information is included in our reimbursement checklists:

- Applicant name and project number
- Total amount obligated
- Cost Share %s
- Non-federal match amount and source
- Expenditures to date and prior payments
- Period of Performance
- SOW, timeline, and budget progression
- Review of supporting documentation for uniformity with approved line-item budget
- Review of inspection reports as necessary

checklists during our reviews, which provides a straightforward method that allows us to give our clients assurances of minimal errors rate in grant files. Consistent and compliant documentation is particularly important in federally funded recovery programs. FEMA policy changes on a regular basis, and the personnel on our team know what to look for to make sure that they have met all documentation requirements on behalf of our clients. It is also important to ensure that proper State policies and procedures are developed and distributed to the personnel in the field working closely with the applicants. Our team has broad experience creating and maintaining such documentation trails to support effective program delivery. Our team is knowledgeable of the grant

management guidance provided in the 2 CFR 200 guidelines. We will review NEMA financial reporting to assure that grant expenditure records are accurate, current, and provide complete disclosure of the financial results of funded projects. We will also ensure that the financial system records the correct grant information, including subgrant awards and authorizations, obligations, unobligated balances, expenditures, and income. For the State's cost share, we will review the documentation to make sure that the State has identified all contributions, recorded the contributing donor and dates of donation, and provide the compensation rates for staffing, and costs for equipment and supplies. We will confirm cash contributions and expenditures by reconciling the financial records with deposit slips, receipts, and invoices, among other source documentation.

We will work with NEMA to implement effective internal controls to assure accountability for all grant and subgrant dollars, real property, and other assets. We will review the same for subgrantees to make sure that they are adequately safeguarding the assets provided them for authorized purposes. In our review of the financial record, IEM will compare actual expenditures to the budgeted amounts for each grant and subgrant to ensure no deviations for planned expenditures, and consistent with the rules in 2 CFR 200, we will make sure that proper performance information is included.

Our team will review all cost information, including unit costs and the supporting documentation to verify that the documentation confirms with the eligibility of these costs. Further IEM's review will ensure that the applicable federal cost principles, cost reasonableness standards, FEMA program regulations, and the terms of grant and subgrant agreements are adhered to. The IEM Team will confirm that all proper source documentation is provided, including cancelled checks, paid bills, payroll records, time and attendance records, and contract and subgrant award documents.

IEM's thorough reimbursement review processes will ensure that whenever there is a proposed change in the SOW it is identified early, and our team can work with NEMA and subgrantees to obtain FEMA prior approval. This is a critical part of the process, as such changes are inevitable. Requests for changes to the SOW after award are permissible as long as they are consistent with the intent of the program, and the requests for change must be made in writing, demonstrating the need for the scope change, and include

a revised schedule and budget attendant to the changed in SOW proposed. When we submit such requests for NEMA, we will make sure that changes are compliant with all programmatic requirements.

Finally, IEM will work with NEMA and subgrantees to manage cost overruns and underruns. Our team will help with FEMA notification on as soon as an over- or underrun is identified. In some cases, as in for small projects, the overruns can be offset by underruns. In other cases, at NEMA's request, IEM will submit requests for FEMA to approve additional program funds as needed. In such cases, we will conduct a new BCA to ensure that the BCA ratio is above one, justifying the additional program funds.

With respect to policy changes, our team will ensure that any changes are well documented, and issues are resolved in a timely manner, to minimize the problems that inevitably arise from abnormal situations. IEM will work diligently with the State, FEMA, and local jurisdictions to safeguard proper delivery and execution of the recovery programs.

Regulatory Compliance

IEM's approach to reviewing HMGP applications for regulatory compliance is a careful and methodical one, addressing each requirement with the applicant, and using the most experienced mitigation professionals available with deep experience with HMGP. We will design and implement a workflow process that has proven to be effective in past engagements. This process will be driven by a risk-based approach that streamlines most applications with straightforward requirements and dedicates our most experienced specialists to handle more complicated projects.

Our compliance reviews will examine applications for eligibility and completeness, as well as provide technical reviews for cost-effectiveness, feasibility, and environmental and historic preservation (EHP) compliance. IEM's thorough review processes ensure the compliance of each and every application and project, along with QA/QC reviews to identify weaknesses in our well-tailored protocols to further improve and streamline practices.

The Project Manager, Ms. Hascall, will work directly with the SHMO, who has overall management responsibility for the program and is the NEMA official ultimately responsible for ensuring proper implementation of HMGP. Being a former SHMO for the state of Nebraska, Ms. Hascall has the right experience to assist the SHMO in performing all functions necessary to administer the HMGP.

The IEM Program Manager will oversee a team of Mitigation Specialists who possess three types of skills:

- **Hazard Mitigation Assistance Program Liaisons (Mitigation Specialists)**, who will bring programmatic expertise to assure compliance. These professionals will be the primary point of contact with the applicants for hazard mitigation assistance. They will be the primary gate keepers making sure that all applications and projects are compliant with FEMA regulations. The Mitigation Specialists will support the Senior Advisor and SHMO with all aspects of the HMGP including but not limited to: financial requests, project submittals, sub-grant closeout, grant closeout, and amendment requests.
- **Hazard Mitigation Assistance BCA Specialists**, who will assess the cost effectiveness of the projects identified by performing BCAs that provide a reasonable expectation that future damage, loss of life or injury, social, economic, and environmental impacts will be reduced or prevented by the project activity. These specialists will assist the Mitigation Specialists in preparing project applications by performing BCAs with FEMA approved software (currently version 5.2.1).

- **Hazard Mitigation Assistance Technical Liaison (Technical Specialists)**, who will bring a broad range of technical expertise to confirm project feasibility. They will assure feasibility by demonstrating compliance with accepted engineering practices, established codes, standards, modeling techniques, and other best practices that provide a long-term, permanent solution. Such Technical Specialists will have professional certifications in engineering, construction management, environmental assessments, historic preservation, and/or other relevant scientific skills (such as hydrology for flood plain management).

At NEMA's request, the IEM Team is prepared to support NEMA by participating in applicant briefings. With a focus on compliance, the IEM Team will provide information to the applicants about the availability of HMGP funds, and procedures for applying. Our team is prepared to explain what hazard mitigation is, the different mitigation programs there are (e.g., Sections 404 and 406, 428 PAAP, FMA and PDM) and any guidance pertinent to, or at the request of the state.

IEM Mitigation Specialists will work closely with the applicants to identify mitigation measures as identified and prioritized in the state and local mitigation plans that can be requested to assist in maximizing funding. This will also be valuable in "front-loading" applications to expedite the HMGP process. Through addressing mitigation planning requirements, technical feasibility and effectiveness, environmental and historic compliance, floodplain management and protection of wetlands, and cost-effectiveness as early as possible, our Mitigation Specialists will assist in project development. This allows for enhanced project scoping, avoids potential delays, and assures programmatic compliance.

Our Mitigation Specialists will assist the state and sub-applicants in identifying their needs, scoping projects, and developing their applications prior to submittal. They will ensure that all potential applicants are notified of the program and receive the assistance to which they are entitled. The HMGP team will ensure applications are complete; viable, compliant with state, local and federal guidance; and submitted in a timely fashion to the state and the FEMA Regional Administrator.

For the State to fully utilize the funds made available under HMGP for the disaster, the HMGP team will submit additional (stacked) proposed HMGP project applications during the open application process that exceed the established lock-in amount. The additional or stacked projects will be compliant with all the HMGP eligibility requirements to be funded later should a cost under-run, withdrawal, or denial occur.



Figure 20: Document Review Process

IEM BCA Specialists are trained to review applications for compliance in a way that maintains the cost-effectiveness standard set by the BCA ratio, which will be calculated using FEMA approved software for all projects. Only projects with a benefit-cost ratio of at least one will meet the BCA minimum eligibility criteria. Our BCA Specialists have conducted over 1,200 BCAs in New York under the 4085 Sandy HMGP starting in June 2013.

Once projects begin to be approved, the state or a state representative will conduct HMGP Kick-off meetings. Personnel attending a kickoff meeting may include the project specialists assigned to that project or project type. These specialists understand the conditions of the FEMA approval, the requirements of the state, compliance, environmental and historic preservation issues, and fiscal knowledge (e.g., FEMA HMGP, FFATA, and OMB requirements). These would generally consist of two people but occasionally may be up to four depending on the details and requirements. Property acquisition projects require four people to properly address all concerns of this project type.

Mitigation Specialists also will ensure compliance with laws and regulations in the distribution of financial assistance to eligible subgrantees by the technical assistance staff. They will also ensure that approved projects are monitored through completion in accordance with the state's Hazard Mitigation Administrative Plan. The HMGP team will secure the participation of the appropriate local agencies in the administration and implementation of HMGP and provide information for the development of local mitigation plans as requested.

Under the leadership of the Project Manager, our team will review and make appropriate recommendations to the SHMO regarding priority of project type, appeals, cost overruns/under-runs, and any risk that impact compliance. They will implement the mitigation strategy for reducing the losses identified through state and local planning efforts.

The IEM Team will continue to work with the applicants on potential HMGP funds through project completion on a parallel track with the PA Team and will collaborate to identify potential 406 work to maximize benefits. Upon completion of all projects under a disaster, the HMGP Team will utilize checklists to assure that all requirements have been met before the transition of applicants to the HMGP Closeout Team. Our long history of providing mitigation services will give us the depth of understanding to assure compliance of all projects. In New York, we have successfully closed out over many mitigation projects, and the experience we have gained and the tools and processes we used will bring valuable benefits to NEMA and the state of Nebraska.

7.0 CONTRACTOR REPORTING REQUIREMENTS

7.1 WEEKLY TIMESHEETS



Weekly timesheets for all IEM personnel and subcontractors evidencing the assigned TO number, labor category, individual, date, and job performed shall be submitted to the NEMA Contract Manager.

7.2 INVOICES



IEM will provide monthly invoices. Such invoices will include Tasks assigned to the project, % of work physically completed and funds expended per task and/or line item as identified during the regular TMP meetings/reviews.

7.3 TASK ORDER SPECIFIC REQUIREMENTS



Specific deliverables and reports identified through the TMP will be provided to the NEMA Contract Manager as agreed to in each TO.

7.4 PERFORMANCE REQUIREMENTS



Following receipt of a TO, IEM and its subcontractors are prepared to provide timely and accurate assistance to NEMA as agreed upon during the regular TMP meetings and reviews.

7.5 MONTHLY REPORTS



Elemental to our reporting is the need to submit necessary reports to NEMA. With respect to monthly routine progress/status reporting, IEM will ensure substantive information is constantly collected and organized to allow us to submit timely and substantive information to the State. Using IEM's integrated accounting and project managements system, the IEM Program Manager will track the completion of each task, sub-component, and component against estimates on a weekly basis. Minor deviations between expected Approach and Methodology and actual performance will be resolved internally within IEM. All IEM employees and subcontractors will be required to provide information on work in progress, especially regarding any challenges encountered performing the work. IEM's PM will ensure that solutions are found rapidly and consistently. Project reporting will provide a complete picture of the status of tasks (performance, schedules, and costs) to NEMA. Project reports will also be selectively available to IEM employees and subcontractors to ensure that members of the Team are aware of the current position and future direction of the project. The Program Manager will be the single point of contact for NEMA for all project reporting. This will facilitate project tracking and will make sure that directives issued by NEMA are tracked and integrated into the master schedule.

8.0 FORM A BIDDER PROPOSAL POC

On the following page, we supply IEM's completed Form A: Bidder Proposal POC.

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:	Innovative Emergency Management, Inc.
Bidder Address:	2801 Slater Road, Suite 200 Morrisville, NC 27560
Contact Person & Title:	Sheila Hascall, Manager of Mitigation Programs
E-mail Address:	sheila.hascall@iem.com
Telephone Number (Office):	518-703-1534
Telephone Number (Cellular):	402-217-0019
Fax Number:	N/A

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

Communication with the State Contact Information	
Bidder Name:	Innovative Emergency Management, Inc.
Bidder Address:	2801 Slater Road, Suite 200 Morrisville, NC 27560
Contact Person & Title:	Ryan Ausman, Manager, Contract Administration
E-mail Address:	contracts@iem.com
Telephone Number (Office):	919-237-7464
Telephone Number (Cellular):	571-830-0338
Fax Number:	919-237-7468

9.0 RFP FOR CONTRACTUAL SERVICES FORM

On the following page, we supply IEM's completed 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:	Innovative Emergency Management, Inc.
COMPLETE ADDRESS:	2801 Slater Road, Suite 200, Morrisville, NC 27560
TELEPHONE NUMBER:	(919) 990-8191
FAX NUMBER:	(919) 237-7468
DATE:	April 7, 2020 <small>DocuSigned by:</small>
SIGNATURE:	<i>Ryan Ausman</i> <small>EE575EB6159940F...</small>
TYPED NAME & TITLE OF SIGNER:	Ryan Ausman, Manager, Contract Administration

10.0 TERMS AND CONDITIONS

On the following pages, we supply IEM's response to the Terms and Conditions required in Sections II through IV in the RFP.

II. TERMS AND CONDITIONS

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

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

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

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

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
ds <i>RL</i>			

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

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

These documents constitute the entirety of the contract.

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

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

B. NOTIFICATION

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

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 Solicitation Response (Initial)	NOTES/COMMENTS:
DS RA			

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

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

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

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

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

H. VENDOR PERFORMANCE REPORT(S)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
<small>DS</small> 			

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

I. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
<small>DS</small> 			

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

J. BREACH

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

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

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

K. NON-WAIVER OF BREACH

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

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

L. SEVERABILITY

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

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

M. INDEMNIFICATION

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

1. GENERAL

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

2. INTELLECTUAL PROPERTY

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

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

3. PERSONNEL

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

4. SELF-INSURANCE

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

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

N. ATTORNEY'S FEES

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

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

O. ASSIGNMENT, SALE, OR MERGER

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

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 Solicitation Response (Initial)	NOTES/COMMENTS:
DS RL			

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.

Q. FORCE MAJEURE

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

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

R. CONFIDENTIALITY

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

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

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

S. EARLY TERMINATION

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

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 Solicitation Response (Initial)	NOTES/COMMENTS:
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Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

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

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

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
DS <i>RA</i>			

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

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

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

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

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

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

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

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

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

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

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

B. EMPLOYEE WORK ELIGIBILITY STATUS

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

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

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

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

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

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

D. COOPERATION WITH OTHER CONTRACTORS

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

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 Solicitation Response (Initial)	NOTES/COMMENTS:
<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>DS</small> <i>RL</i> </div>			

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

H. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
<div style="border: 1px solid black; padding: 2px; display: inline-block;"> <small>DS</small> <i>RL</i> </div>			

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

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

I. INSURANCE REQUIREMENTS

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

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

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

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

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within six months of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and 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 contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the**

contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
Independent Contractors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
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
PROFESSIONAL LIABILITY	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

3. EVIDENCE OF COVERAGE

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

Nebraska Emergency Management Agency
 Attn: 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 amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

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

4. DEVIATIONS

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

J. ANTITRUST

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

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

K. CONFLICT OF INTEREST

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

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

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

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

L. STATE PROPERTY

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

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

M. SITE RULES AND REGULATIONS

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

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

N. ADVERTISING

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

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

O. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

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

P. DISASTER RECOVERY/BACK UP PLAN

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

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

Q. DRUG POLICY

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

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

R. WARRANTY

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

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

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

S. DHS SEAL, LOGO, AND FLAGS

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

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

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

U. NO OBLIGATION BY FEDERAL GOVERNMENT

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

V. SUSPENSION AND DEBARMENT

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

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

W. CLEAN AIR ACT

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

X. FEDERAL WATER POLLUTION CONTROL ACT

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

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

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

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

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

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

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

DocuSigned by:

Ryan Ausman

EE575EB6159940F...

Signature of Contractor's Authorized Official

ryan Ausman Manager of Contract Administration

Name and Title of Contractor's Authorized Official

3/24/2020

Date

Z. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

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

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

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

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

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

B. TAXES (Statutory)

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

C. INVOICES

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

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 Solicitation Response (Initial)	NOTES/COMMENTS:
DS 			

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

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

E. PAYMENT (Statutory)

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

F. LATE PAYMENT (Statutory)

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

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

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

H. RIGHT TO AUDIT (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 Solicitation Response (Initial)	NOTES/COMMENTS:
<div style="border: 1px solid black; border-radius: 50%; padding: 2px; display: inline-block;"> DS RL </div>			

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 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.

V. PROJECT DESCRIPTION AND SCOPE OF WORK

A. PROJECT BACKGROUND

Following a Presidentially declared disaster, the State of Nebraska (and other qualified applicants as identified by Federal Emergency Management Agency (FEMA), may receive FEMA grants to assist with the cost to respond to, and rebuild as a result of, the disaster or emergency. The State, through the Nebraska Emergency Management Agency (NEMA), is the administrator of the FEMA funding and is required to assure that all projects funded through FEMA are executed in accordance with federal laws, regulations and FEMA policy. The law, regulations and policies are complex and highly nuanced. Failure by recipients to comply with FEMA funding requirements may subject recipients to a termination of federal assistance or result in required repayment of funds. To address all of the aforementioned federal laws, regulations, policies; NEMA requires staff augmentation to assist applicants with regulatory compliance.

The State is looking for contractors who will provide qualified personnel knowledgeable and experienced with all 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) and as described in this RFP. The technical assistance provided by Contractor will assist the State in expediting recovery operations from current and future federally declared disasters and will assist the applicants of those disasters by maximizing their grant opportunities.

B. PURPOSE

The State is positioning itself to support continued needs as a result of the current events, as well as preparing itself to provide immediate support to citizens/entities who may require assistance as a result of future federally declared disasters. The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from qualified Contractors to provide the State of Nebraska with technical assistance to expedite recovery operations for current, or future, federally declared disasters and to assist applicants from those disasters in maximizing their grant opportunities; specifically for PA, IA and HMGP.

C. INTENT

Due to recurring natural or man-made disasters in the area and the high demand for like services, the State will prepare itself for future disasters in order to maintain the highest state of readiness. The State intends to award multiple contracts as a result of this RFP in order to ensure availability of assistance when needed. Once contracts are awarded for PA, IA and HMGP services, the State reserves the right to issue a task order against an awarded contract of their choice. The State will award task orders based on the best interest of the State. The Contractor must be able to respond within 30 days of a signed Task Order. A faster response time may be written into a Task Order when mutually agreed upon by Contractor and State. This is an indefinite delivery indefinite quantity contract. No guarantee of work is promised after award. No retainer fees will be paid by the State.

D. GOALS AND OBJECTIVES

The selected Contractor(s) shall be capable of providing technical assistance to the State and to the sub-recipients of FEMA funding in connection with the application and interpretation of the federal laws, regulations and FEMA policies applicable to the FEMA PA, IA and HMGP. The objective of the tasks performed by the selected Contractor(s) under this contract (in the interpretation and application of the aforementioned federal laws, regulations and policies) is to assure that both the State and the sub-recipients are compliant, and to mitigate the risk of any loss of grant funding.

E. SCOPE OF WORK

The Contractor shall provide technically qualified personnel (as listed) to the State for the purpose of assisting the State in the administration of the grant programs listed in the NFIA or the Stafford Act in connection with all federally declared disasters and any subsequent presidentially declared disasters which may occur during the term of this contract.

1. Tasks and Services

Provide management and oversight of contractor staff (and subcontractors) for assigned task order to assure compliance with all applicable state and federal laws and regulations. Provide daily coordination with the State Contract Manager and the State Project Manager on issues of contract personnel assignments, tasks and performance. Telework is only authorized with explicit permission from the State. A task order may include, but is not limited to:

- a. Assist sub-recipient in the preparation and review of project worksheets for the Public Assistance Program.
- b. Analyze data and identify existing problem areas and recommend solutions.
- c. Gather information, review and recommend for approval the technical components of project worksheets in areas to include but not limited to: engineering, environmental, historical

preservation, construction cost analysis, insurance, construction contract compliance, clearances and permits, payments on permanent work and on alternate/improved projects.

- d. Provide program guidance to the State and to sub-recipients on all aspects of debris management.
- e. Review HMGP applications for regulatory compliance.
- f. Provide oversight on the review and process of all necessary documentation to support the expenditure of funds.
- g. Provide technical assistance to sub-recipients on the appeals process of a State/FEMA preliminary damage assessment team if required.
- h. Provide any additional services required for the administration of all grant programs listed under the NFIA or the Stafford Act.

The Contractor shall proceed with services only upon receipt of a written Task Order issued from time to time by NEMA. The Contractor will proceed with all services necessary to the performance of the task order, in proper sequence and in the time specified.

F. STATE REQUIREMENTS

1. Project Management

State shall assign a NEMA Project Manager to provide oversight of the task order activities conducted hereunder. The State will assign a NEMA Contract Manager who will be the principal point of contact for the Contractor concerning deliverables met for purposes of compliance to contract requirements and validation of payment due.

G. CONTRACTOR REQUIREMENTS

1. Weekly Time Sheets

The Contractor will submit weekly time sheets to the NEMA Contract Manager, summarizing total cost for that week. Labor hours will be associated with a specific task order number, labor category, person, date, and job performed. Payments will be made to the Contractor (monthly) upon reconciliation of time sheets; receipt/acceptance of deliverables; and a proper invoice. Time sheets are due the Monday following the end of a pay period.

2. Invoices

Contractor shall invoice monthly. Costs are anticipated to vary from week to week based on level of services and on-site time required for the billing period.

3. Task Order Specific Requirements

The Contractor shall submit deliverables, per individual task orders, to the NEMA Project Manager.

4. Performance Requirements

Contractors shall provide staffing to support timely and accurate assistance to NEMA as required to fulfill Task Order requirements accurately and within mutually agreed upon deadlines. The amount of work is directly related to federally declared disasters during the contract period. There is no guarantee of work. No work shall be performed without a notice to proceed via a written task order. Task Orders may be issued for PA, IA, HMGP - or any combination of. The State will not pay excessive hours worked without written explanation from the Contractor, and written approval for those hours from NEMA.

5. Monthly Reports

Monthly reports will summarize individual or team projects. Reports may reflect project progress since last report, project progress to date, project/task order percent complete, challenges, successes and any other relevant data. Due three (3) business days after the end of the month.

- 6. For each written Task Order, resumes for personnel filling paid positions must be submitted to the NEMA Project Manager, and approved, prior to the start of work.

H. REQUIRED STAFFING

1. Position Descriptions

The Contractor shall provide qualified personnel as listed below to the State. The hourly rates shall be inclusive of labor, overhead, travel and all other expenses. Pursuant to any changes by FEMA and updates to current programs, Nebraska reserves the right to add Labor categories based on those changes to meet the needs of the State. Nebraska will allow Contractors, with awarded contracts to submit rates for the new category at that time. Rates may be negotiated and must be approved by NEMA

- a. **Project Manager**

- i. Individual shall have knowledge of the Stafford Act or the National Flood Insurance Act (NFIA) programs, i.e. PA, IA and HMGP and experience commensurate with the position. Serves as the day-to-day principal point of contact for the Contractor. Responsible to ensure that Contractor's personnel are performing within the contract's scope of services. Executes all task orders signed by the NEMA Project Manager.
 - ii. Ensures that the following deliverables are produced:
 - a) Weekly time sheets for all personnel evidencing the assigned task(s) worked, the time worked on the task(s) and the names of all individuals performing the work.
 - b) Monthly report evidencing the task(s) worked, percentage of completion of the task(s) and a report showing the progress and accomplishments since the prior week.
 - c) All weekly reports will be due on the following Monday.
 - d) All monthly reports will be due 3 business days after the end of the month.
- b. Senior Advisor for Public Assistance**
- i. Provide technical assistance to the NEMA senior leadership. This individual shall demonstrate extensive knowledge of the operational and regulatory aspects of the FEMA Public Assistance Program and have a minimum of 5 years' experience as a senior member of a state or federal recovery operation, or equivalent experience commensurate with the ability to perform the necessary duties.
- c. Public Assistance Program Liaison**
- i. Assist the State in the administration of the FEMA Public Assistance Program in support of the State's sub-recipient. Assigned to sub-recipients as needed in order to identify and address programmatic issues related to recovery operations. Serves as the representative of the State to sub-recipients for the FEMA P A program. Assist sub-recipient with preparation and review of project worksheets, and provide technical assistance to the sub-recipient throughout the life of the project(s). Individual shall be knowledgeable with the operational and regulatory aspects of the FEMA PA Program. Individual shall possess excellent interpersonal and communication skills and have a minimum of two years' experience working on a state/federal recovery operation, or equivalent experience commensurate with the ability to perform the necessary duties.
- d. Public Assistance Technical Assistance Liaison**
- i. Review projects to determine the technical requirements and perform a cost analysis. Reviews and approves project worksheets, gathers and evaluates technical data, reviews construction contracts for compliance with state, federal and local laws, regulations and policies, provides assistance on payment issues regarding permanent work and alternate/improved projects. Individual shall have training and education in one or more of the technical fields of construction and engineering, architecture, environmental assessments, historic preservation, insurance and knowledge of federal regulations pertaining to the FEMA Public Assistance Program. The individual will possess the professional license as required.
- e. Problem Resolution Officer**
- i. Responds to sub-recipient inquiries and facilitates the resolution of sub-recipient problems/conflicts. Identifies and analyzes data and information which may suggest a developing pattern of problems or complaints and provides the State leadership with courses of action to intervene/correct the situation. Monitors project compliance with applicable federal and state laws, regulations and policies.
- f. Appeals Specialist**
- i. Provides information and technical assistance to sub-recipients prior to and throughout the appeals process. Assists the sub-recipients in the preparation of the sub-recipient appeal and provides a supplemental response to the sub-recipient appeal. Individual must be a graduate of an accredited law school and admitted to the bar of any state or the District of Columbia for the past five years, have knowledge of state and federal laws, regulations and policies applicable to the FEMA PA and HMGP, possess analytical skills and experience preparing legal briefs and courtroom presentations.
- g. Senior Debris Specialist**
- i. Serves as the senior technical advisor for the State and sub-recipients on all debris issues. Responsible for providing the NEMA Deputy Director for Disaster Recovery and

senior staff, the status of debris management of current and future federally declared disasters, identifying problems and providing the State with recommended solutions. Serves as the state's coordinator and primary point of contact with the FEMA debris management team. Facilitates dispute resolution on debris management issues involving federal, state and local entities. Individual shall possess the experience commensurate with the proven ability to perform the above stated duties.

- h. **Senior Advisor for Hazard Mitigation Assistance**
 - i. Responsible for providing oversight to contract personnel assigned directly to the NEMA HMGP Programs and to provide technical assistance to the NEMA senior leadership. This individual shall demonstrate an extensive knowledge of the operational and regulatory aspects of the FEMA HMGP, and have a minimum of 5 years' experience as a senior member of a state or federal recovery operation, or equivalent experience commensurate with ability to perform the necessary duties.
- i. **Hazard Mitigation Assistance Program Liaison**
 - i. FEMA/State Program Individual with particular expertise in all of the FEMA HMGP, Pre Disaster Mitigation (PDM), Section 406 mitigation measures, benefit cost analysis, mitigation planning, floodplain management regulations; Section 106 Historic Preservation (HP) and National Environmental Protection Act (NEPA) knowledge and experience a plus. Assist with mitigation project development, review project application for programmatic compliance; review mitigation plans for programmatic compliance; assists with the submission and amendment of projects in NEMIS or eGrants. Individuals shall have a minimum of two years' experience working on a state/federal mitigation operation.
- j. **Hazard Mitigation Assistance Benefit-Cost Analysis Specialist**
 - i. Responsible for performing, reviewing, and validating Benefit-Cost Analysis (BCA) for Hazard Mitigation Grant projects. Individuals shall have knowledge of FEMA BCA modules and documentation requirements required to complete BCA including but not limited to flood maps, flood insurance studies, wind maps, elevation certificates, and LIDAR. Knowledge of HAZUS and other damage functions or scenarios is a plus.
- k. **Hazard Mitigation Assistance Technical Liaison**
 - i. Responsible for performing technical review of project applications for technical feasibility, technical review of hydraulic and hydrologic studies, and compliance with law, regulation, Executive Orders, and policies governing floodplains, and environmental and historic preservation requirements. Individuals shall have experience and training commensurate with the technical review of HMGP project application components such as engineering, construction management, hydraulic and hydrology, environmental assessments, and historic preservation. Individuals will possess the professional license as required.
- l. **Lead Individual Assistance Specialist**
 - i. Leads overall coordination to support the Individual and Households Program (IHP) implementation, including Mass Care and Shelter, Unemployment, Crisis Counseling, Legal Services, Disaster Case Management, Other Needs Assistance, Disaster Recovery Centers, Voluntary Agency, Coordination, and Long-Term Recovery efforts.
- m. **Individual Assistance Specialist**
 - i. Ability to support the Individual and Households Program (IHP) implementation, including Mass Care and Shelter, Unemployment, Crisis Counseling, Legal Services, Disaster Case Management, Other Needs Assistance, Disaster Recovery Centers, Voluntary Agency Coordination, and Long-Term Recovery efforts.
- n. **Closeout Specialist:**
 - i. Individual shall possess a minimum of 1 year experience as a closeout specialist in the area of public assistance and will provide subject-matter expertise in a wide range of duties directly related to grant closeout activities of the Stafford Act programs. Has the ability to provide reconciliation, accounting and supporting documentation for the assigned grants to ensure that each sub-recipient will have an audit quality closeout file. Conducts reviews to improve practices, promote effectiveness and efficiency, and ensure compliance with laws, rules and regulations. Monitors the progress of each assigned sub-recipient or project to ensure that all federal and state grant requirements

are met and that files are closed in a timely manner. Possess knowledge on the technical aspects of the program and will be expected to exercise independent judgement in coordination and advice to sub-recipients, within the limits of applicable Federal and State statutes, regulations, policies and procedures. Individual shall possess experience working on a state and/or federal grant program; a baccalaureate degree in accounting, business, finance, engineering, architecture, construction management, or similar fields; or experience commensurate with the proven ability to perform the above stated duties.

o. Disaster Recovery Specialist:

i. Individual shall possess a minimum of 1 year experience as a disaster recovery specialist in the area of public assistance and will provide subject-matter expertise in a wide range of duties directly related to grant management activities of the Stafford Act programs. Provides guidance, oversight, and general assistance to sub-recipients in preparing documentation, invoices, and information to request reimbursement for approved, federally funded programs. Conducts reviews of supporting documentation for the assigned grants to ensure that each sub-recipient receives appropriate reimbursement for approved, federally funded programs. Provides reconciliation, accounting and supporting documentation for the assigned grants to ensure that each sub-recipient will have an audit quality file. Possess knowledge on the technical aspects of the federal grant program and will be expected to exercise independent judgement in coordination and advice to sub-recipients, within the limits of applicable Federal and State statutes, regulations, policies and procedures. Individual shall possess experience working on a state and/or federal grant program; a baccalaureate degree in accounting, business, finance, engineering, architecture, construction management, or similar fields; or experience commensurate with the proven ability to perform the above stated duties.

p. Accounting Analyst:

i. Individual shall possess a minimum of 1 year experience as an accounting analyst and perform general accounting functions using established systems and procedures. Works with a grant team to conduct day to day activities for Public Assistance programs and responsibilities may include coding and data entry.

I. BIDDER REQUIREMENTS

Bidder should complete and submit Attachment A - Bidder Questionnaire with the response.

VI. PROPOSAL INSTRUCTIONS

This section documents the requirements that should be met by bidders in preparing the bidder's response and Cost Proposal. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

Proposals are due by the date and time shown in the Schedule of Events. Content requirements for the Corporate Overview and Technical Approach are presented separately in the following subdivisions; format and order:

A. PROPOSAL SUBMISSION

1. CORPORATE OVERVIEW

The Corporate Overview will be completed on Attachment A – Bidder Questionnaire. Please also include a separate narrative to the following:

a. BIDDER IDENTIFICATION AND INFORMATION

The bidder should provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business and whether the name and form of organization has changed since first organized.

b. OFFICE LOCATION

The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska should be identified.

2. TECHNICAL APPROACH

The technical approach is located on Attachment A – Bidder Questionnaire:

APPENDIX A: CONTRACTS IN THE STATE OF NEBRASKA

Olsson Inc.

Project Owner	Long Name	Client Project Reference Number
Nebraska Dept of Transportation	NDOT Embedded Specialist NEPA	ST16(5099) CN#00703E VK1503 MSA#No
Nebraska Dept of Transportation	NDOT Hastings SE Preliminary Roadway Design	MSA XK1324
Nebraska Dept of Transportation	NDOT 2015 On Call Environmental Services	MSA VK1606
Nebraska Dept of Transportation	NDOR North Platte and Lincoln Environmental Sampling	MSA VK1205
Nebraska Dept of Transportation	NDOR 27th & I-80 3-D Scan	INH-80-5(74), CN#13111, XK1509
Nebraska Dept of Aeronautics	NDA Scribner Reconstruct Runway 17/35	SCB-R02
Nebraska Dept of Transportation	NDOT Jct. US 6/34 & 183, Holdrege Bldg Services	CK1517; Proj # S-6-3(1026); CN 71059 MSA#CK1213
Nebraska Dept of Admin Services	NE DAS State Office Building HVAC Phase 2	Contract x3 16272
Nebraska Dept of Transportation	NDOT Alvo North Final Design	MSA XK1324
Nebraska Dept of Admin Services	AS OCIO 501 Door Structural	609247 X6
Nebraska Dept of Transportation	NDOR Brewster East - Stream Bank Stabilization	STP-91-3(108); CN#80873; SK1501; MSA1202
Nebraska Dept of Admin Services	NE DAS State Office Building Buried Tank Site Plan	WA 11.23.15
Nebraska Dept of Natural Resources	NDNR ULNRD & LLNRD IMP Ord/Theford NE	DNR Contract #843
Nebraska Dept of Transportation	NDOR Bridgeport Viaduct Phase II Work Plan	NH-26-1(161) CN#51299 VK1524
Nebraska Dept of Transportation	NDOR NEPA Brock SW BRO-7064(13)	BRO-7064(13) MSA#VK1299
Nebraska Dept of Transportation	NDOT L62A North Roadway Final Design	MSA XK1523
Nebraska Dept of Environment and Energy	NDEQ Columbus Private Well Assessment	EES-2015-03
Nebraska Dept of Admin Services	NE DAS Lincoln Regional Center Boiler Replacement - SI Frame	BU 6512F484 & PO 28975X3
Nebraska Dept of Natural Resources	NDNR Development of State Workplan - USGS Water Use Data & Research Program	NDNR#852
Nebraska Dept of Natural Resources	NDNR Groundwater Modeling & Tech Support	854
Nebraska Dept of Environment and Energy	NDEQ Bellevue City Hall Phase I ESA and ACM Survey	EES-2015-03
Nebraska Dept of Transportation	NDOR District 6 Office HVAC Renovation	afe i-049, MSA #QK1601
Nebraska Dept of Transportation	NDOT Trenton North Roadway Design	MSA XK1523
Nebraska Dept of Environment and Energy	NDEQ Columbus Private Wells APA II	EES-2015-03
Nebraska Dept of Transportation	NDOT 2016 On Call Environmental Services VK1623	MSA VK1606
Nebraska Dept of Transportation	NDOT L62A North - Alliance Wetland Mitigation Design	MSA VK1606

Project Owner	Long Name	Client Project Reference Number
Nebraska Dept of Natural Resources	NDNR York Hydraulic Modeling	Contract No. 871
Nebraska Dept of Transportation	NDOR Operations Building Power Generation Feasibility Study	QK1602; QK1602-01; QK1602-02; QK1602-03
Nebraska Dept of Transportation	NDOR Bloomfield Holding Tank Replacement	AFE No. I-307; QK1603;
Nebraska Dept of Environment and Energy	NDEQ Pierce Private Well Assessment	EES-2015-03
Nebraska Dept of Natural Resources	NDNR Technical Support for Data Mgt & Availability Lincoln NE	DNR Contract #886
Nebraska Dept of Transportation	NDOT 2016 On Call Environmental Services VK1640	MSA VK1606
Nebraska Dept of Transportation	NDOT Hastings Southeast Hazardous Materials Review	MSA VK1628
Nebraska Dept of Natural Resources	NDNR Modeling Support Lower Platte, Big, & Little River Basins	912
Nebraska Dept of Transportation	NDOT District 3, 4, & 8 Engineering for Curb Ramps	MSA XK1217-01
Nebraska Dept of Environment and Energy	NDEQ Columbus Private Wells Site Investigation	EES-2015-03
Nebraska Dept of Transportation	NDOT 2016 Traffic Engineering Speed Limit Reviews TO1	MISC-STWD(1090), CN#00964; MSA#ZK1601; ZK1603
Nebraska Dept of Environment and Energy	NDEQ Former Bill Hill Elementary School ACM Survey	EES-2015-03
Nebraska Dept of Environment and Energy	NDEQ Store Kraft Phase II ESA	EES-2015-03
Nebraska Dept of Transportation	NDOT Hastings Southeast Final Roadway Design	MSA XK1523
Nebraska Dept of Correctional Services	NE Depart of Corrections NESHAP GI Air Testing	Contract number not available
Nebraska Dept of Transportation	NDOT Burwell West Roadway Design	MSA XK1523
Nebraska Dept of Transportation	NDOT 2016 Traffic Engineering Chadron US-20 & US-385 TO#2	MISC-STWD(1090); CN#51503 XK1643 MSA#ZK1601
Nebraska Dept of Transportation	NDOT D2 Fiber Optic Design	MSA QK1610
Nebraska Dept of Environment and Energy	NDEQ Hastings Second Street Superfund	EES-2015-03
Nebraska Dept of Transportation	NDOT W Maple Rd Military to Cuming	MSA XK1523
Nebraska Dept of Environment and Energy	NDEQ Columbus Private Wells Supplemental Assessment	EES-2015-03
Nebraska Dept of Transportation	NDOT Ord Northeast Roadway Design XK1715	MSA XK1523
Nebraska Dept of Transportation	NDOT Eagle South Roadway Design	MSA XK1523
Nebraska Dept of Transportation	NDOT Albion Petersburg Elgin Final Design	MSA XK1523
Nebraska Dept of Natural Resources	NDNR Niobrara River Basin Groundwater Modeling	956
Nebraska Dept of Natural Resources	NDNR WWUM Model Review & Training	955
Nebraska Dept of Transportation	NDOT Clarkson West and US-281 Dannebrog Bridge Design	MSA CK1639
Nebraska Dept of Environment and Energy	NDEQ West Point Development Corporation Site	EES-2015-03
Nebraska Dept of Transportation	NDOT Ansley Viaduct Roadway Design	MSA XK1523

Project Owner	Long Name	Client Project Reference Number
Nebraska Dept of Transportation	Grand Island Stolley Park Rd Reconfiguration	MSA VK1606
Nebraska Dept of Transportation	NDOT Hastings Southeast ROW Design	MSA XK1523
Nebraska Dept of Environment and Energy	NDEQ Edgar Phase I and ACM	EES-2015-03
Nebraska Dept of Transportation	NDOT Hastings Southeast Phase I and II ESAs	MSA VK1628
Nebraska Dept of Transportation	NDOT 2017 Planning Documents (VK1708)	MSA XK1523
Nebraska Dept of Transportation	NDOT 2017 Environmental On Call VK1713	MSA VK1606
Nebraska Dept of Transportation	NDOR Calamus State Park	MSA SK1603
Nebraska Dept of Environment and Energy	NDEQ Dempster Industries Phase I ESA	EES-2015-03
Nebraska Dept of Environment and Energy	NDEQ 2017 DPT Injections Hastings Nebraska	EES-2015-03
Nebraska Dept of Environment and Energy	NDEQ Edgar Phase II ESA	EES-2015-03
Nebraska Dept of Environment and Energy	NDEQ Pierce APA 2	EES-2015-03
Nebraska Dept of Environment and Energy	NDEQ Beatrice 2nd and Bell PCE	EES-2015-03
Nebraska Dept of Transportation	NDOT Ft. Calhoun South Roadway Design	MSA XK1523
Nebraska Dept of Transportation	NDOT US-6 & US-34 Hastings Roadway Design	MSA XK1523
Nebraska Dept of Environment and Energy	NDEQ Fremont Police Department LBP and ACM Survey	EES-2015-03
Nebraska Dept of Environment and Energy	NDEQ Fremont City Auditorium LBP and ACM Survey	EES-2015-03
Nebraska Dept of Transportation	NDOT Chappell N-27 Bridge Design	MSA CK1639
Nebraska Dept of Natural Resources	NDNR Republican River Basin Wide Plan Extended	Contract No. 983 & 1015
Nebraska Dept of Environment and Energy	NDEQ Dempster Phase II ESA	EES-2015-03
Nebraska Dept of Environment and Energy	NDEQ Columbus Site Re-Assessment 1	EES-2015-03
Nebraska Dept of Environment and Energy	NDEQ Columbus Site Re-Assessment 2	EES-2015-03
Nebraska Dept of Transportation	NDOT RWIS 2017 Out of Contract Work	PO8260582
Nebraska Dept of Transportation	NDOT Ansley Viaduct Bridge Design	MSA CK1639
Nebraska Dept of Transportation	NDOT Wetlands and Threatened and Endangered Species Training	MSA VK1606
Nebraska Dept of Transportation	NDOT Murray US-34 & US-75 Phase II ESA	MSA VK1628
Nebraska Dept of Environment and Energy	NDEQ Columbus Site Re-Assessment 3	EES-2015-03
Nebraska Dept of Transportation	NDOT District 7 Wetland Mitigation Study and Design Services	MSA VK1606
Nebraska Dept of Environment and Energy	NDEQ Hastings 2018 OU20 Injections	EES-2015-03
Nebraska Dept of Transportation	NDOT Verdigre Spur Bridge Design	MSA CK1639
Nebraska Dept of Environment and Energy	NDEQ Dempster Supplemental Phase II ESA and ACM	EES-2015-03
Nebraska Dept of Environment and Energy	NDEQ Funk Phase I ESA	EES-2015-03
Nebraska Dept of Transportation	NDOT Blair to Herman Roadway Design	CN 21704; STP-75-3(107); XK1809; RFQ-1803

Project Owner	Long Name	Client Project Reference Number
Nebraska Dept of Transportation	NDOT In Valentine 80865 NH-STP-4(117)	NH-STP-83-4(117); CN#80865; XK1816; RFQ-1803
Nebraska Dept of Environment and Energy	NDEQ Baxter Phase I ESA	EES-2015-03
Nebraska Dept of Transportation	NDOT Arcadia East West Const Engineering	STP-70-4(111), CN 42693 FK1801
Nebraska Dept of Transportation	NDOT ATCMDT Grant Support AFE Z-005	MSA QK1610
Nebraska Dept of Environment and Energy	NDEE Funk Phase II ESA	EES-2015-03
Nebraska Dept of Transportation	NDOT Arapahoe West Bridge Environmental Services VK1820	MSA VK1806
Nebraska Dept of Transportation	NDOT US-77 to US-75 32296 STP-51-7(106)	STP-51-7(106); CN#32296; XK1826; RFQ-1803
Nebraska Dept of Environment and Energy	NDEQ Hay Springs Phase I & II, ACM and LBP	EES-2015-03
Nebraska Dept of Environment and Energy	NDEE Groundwater Evaluation Toolbox for Wellhead Protection Lincoln NE	Contract number not available
Nebraska Dept of Environment and Energy	NDEQ PCE West Avenue Former Drycleaner	EES-2015-03
Nebraska Dept of Transportation	NDOT Emergency Roadway Slope Repair	MSA SK1603
Nebraska Dept of Environment and Energy	NDEQ Columbus Hwy 81 & 48th Ave Industrial Site	EES-2015-03
State of Nebraska State Purchasing Bureau	Nebraska Law Enforcement Training Center Grand Island	PO #849720 X6
Nebraska Dept of Transportation	NDOT Superior-Hardy, Gibbon-Shelton, Waco-Utica Bridge Repair	MSA CK1639
Nebraska Dept of Environment and Energy	NDEQ Cozad City Park ACM	EES-2015-03
Nebraska Dept of Transportation	NDOT In Hastings Traffic Signals HMR	MSA VK1824
Nebraska Dept of Transportation	NDOT RWIS Support AFE Z-005	MSA QK1610
Nebraska Dept of Environment and Energy	NDEQ South Central State Bank Phase I ESA	EES-2015-03
Nebraska Dept of Transportation	NDOT 2018 Pavement Repair Quantity Assessment	MSA SK1603
Nebraska Dept of Environment and Energy	NDEQ Alliance Wrecking & Salvage Phase I ESA and ACM	EES-2015-03
Nebraska Dept of Environment and Energy	NDEE Hastings Second Street Superfund Site OU20 2019 O&M and Groundwater Monitoring	EES-2015-03
Nebraska Dept of Environment and Energy	NDEE Carriage Cleaners Bellevue NE	EES-2015-03
Nebraska Dept of Environment and Energy	NDEE Hastings Second Street 2019 OU20 Injections	EES-2015-03
Nebraska Dept of Transportation	NDOT In Valentine Roadway Final Design	NH-STP-83-4(117); CN#80865; XK1906; RFQ-1803
Nebraska Dept of Transportation	NDOT West 4th St In Valentine Final Design	NH-83-4(121); CN#81037; XK1905; RFQ-1803
Nebraska Dept of Transportation	NDOT Niobrara River Bridge at Holt/Boyd Co Line XK1912	ER-281-4(130); CN#81039; XK1912 MSA ER-March 2019
Nebraska Dept of Transportation	NDOT Blair to Herman Wetland Delineation	MSA VK1806

Project Owner	Long Name	Client Project Reference Number
Nebraska Dept of Transportation	NDOT Superior North and South XK1918	STP-14-1(123); CN#42817; XK1918; MSA RFQ-1906
Nebraska Dept of Transportation	NDOT Tecumseh East Roadway XK1926	NH-136-7(127); CN#13398; XK1926; MSA#RFQ-1906
Nebraska Dept of Transportation	NDOT Prosser Spur XK1934	STP-S400(107); CN#42766; XK1934; MSA RFQ-1906
Nebraska Dept of Environment and Energy	NDEE Scottsbluff Airport PCS with Sampling	EES-2015-03
Nebraska Dept of Transportation	NDOT PK1901 Mobility Management-Phase 3	RPT-C990(16); CN#00546T; PK1901; MSA RFQ-1907
Nebraska Dept of Environment and Energy	NDEE Mortensen Industrial Site Phase I ESA	EES-2015-03
Nebraska Dept of Environment and Energy	NDEE Quiz Graphic Arts Phase I ESA and ACM	EES-2015-03
Nebraska Dept of Transportation	NDOT Niobrara River Bridge at Holt/Boyd County Line VK1923	MSA VK1806
Nebraska Dept of Transportation	NDOT Motorist Assist RFP Development QK1905	MSA QK1610
Nebraska Dept of Transportation	NDOT W Jct N-4 Tecumseh XK1937	STP-50-1(114); CN#13275; XK1937 MSA RFQ-1906
Nebraska Dept of Environment and Energy	NDEE Alliance Airport Private Well Sampling	EES-2015-03
Nebraska Dept of Transportation	NDOT VK1930 Naponee Bloomington Environmental Services	MSA VK1806
Nebraska Dept of Transportation	NDOT VK1929 Scotia East Environmental Services	MSA VK1806
Nebraska Dept of Transportation	NDOT BK1954 Fremont SRA Game and Parks Lake 20 Flood Repairs	SRR-27(69); CN#22781; BK1954; MSA BK1941
Nebraska Dept of Environment and Energy	NDEE Skaggs Phase I ESA	EES-2015-03
Nebraska Dept of Transportation	NDOT North Platte Tier I	MSA VK1824

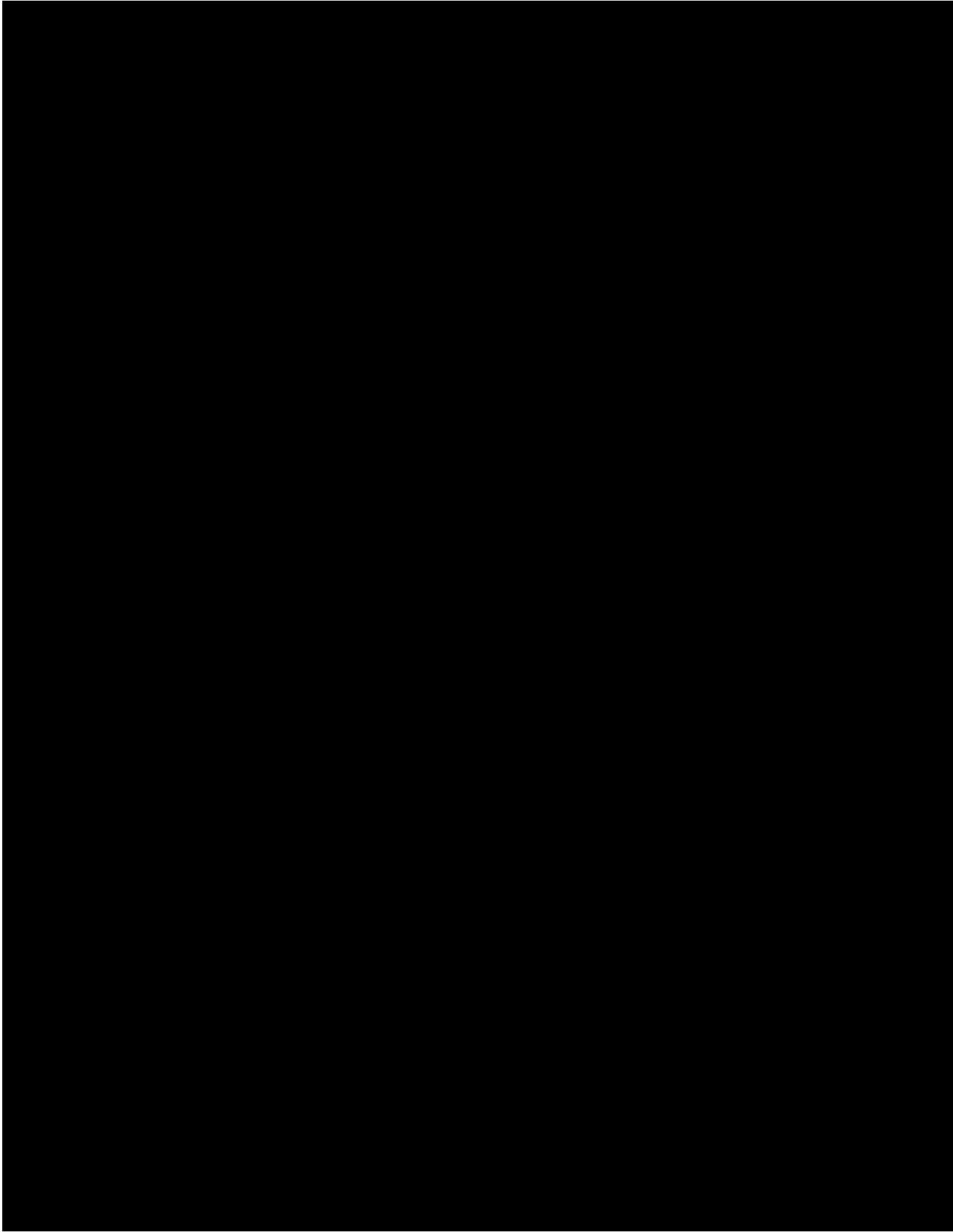
APPENDIX B: AUDITED FINANCIAL STATEMENTS

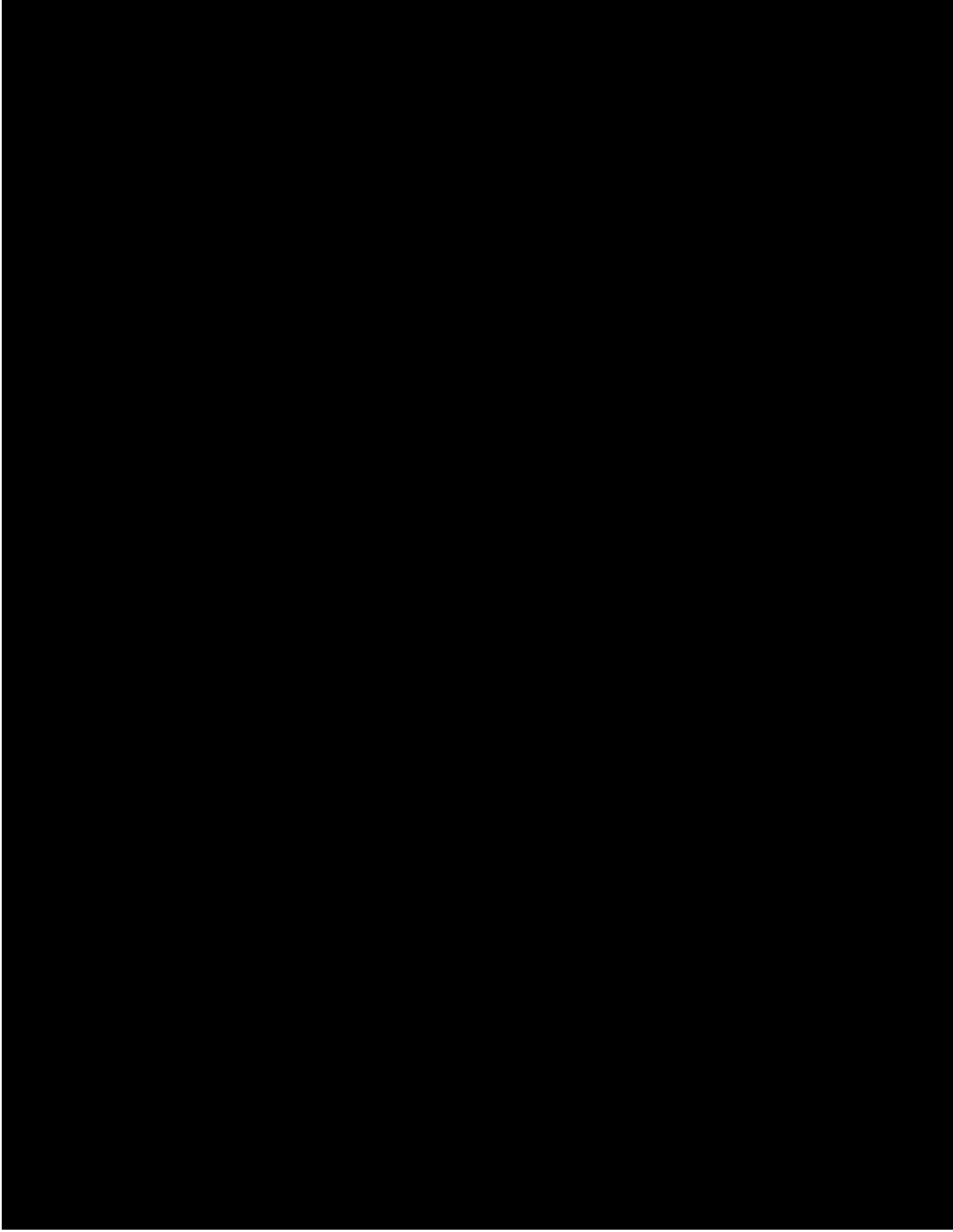
On the following pages, IEM has provided our audited financial statements.

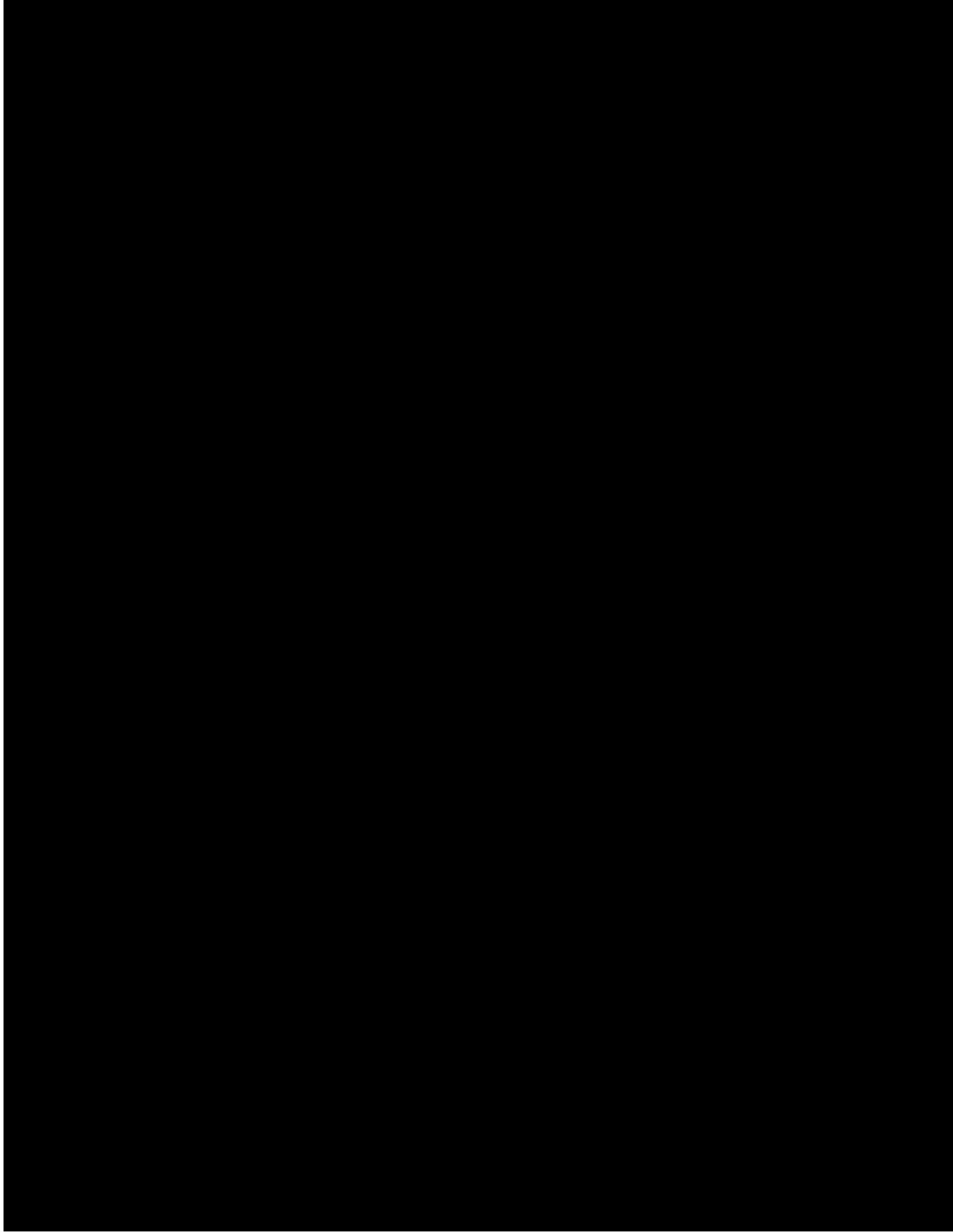
**INNOVATIVE EMERGENCY
MANAGEMENT, INC.**

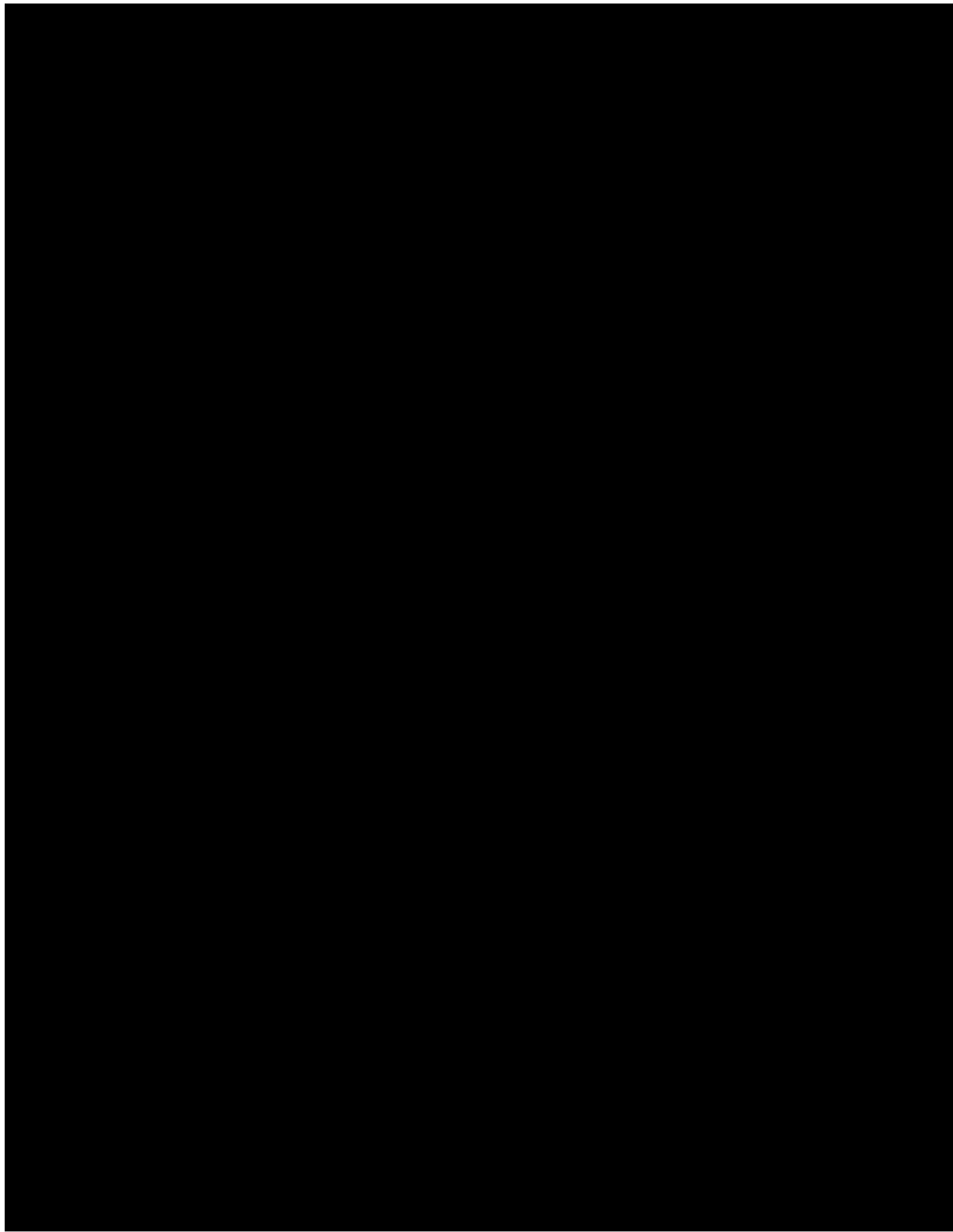
Financial Statements

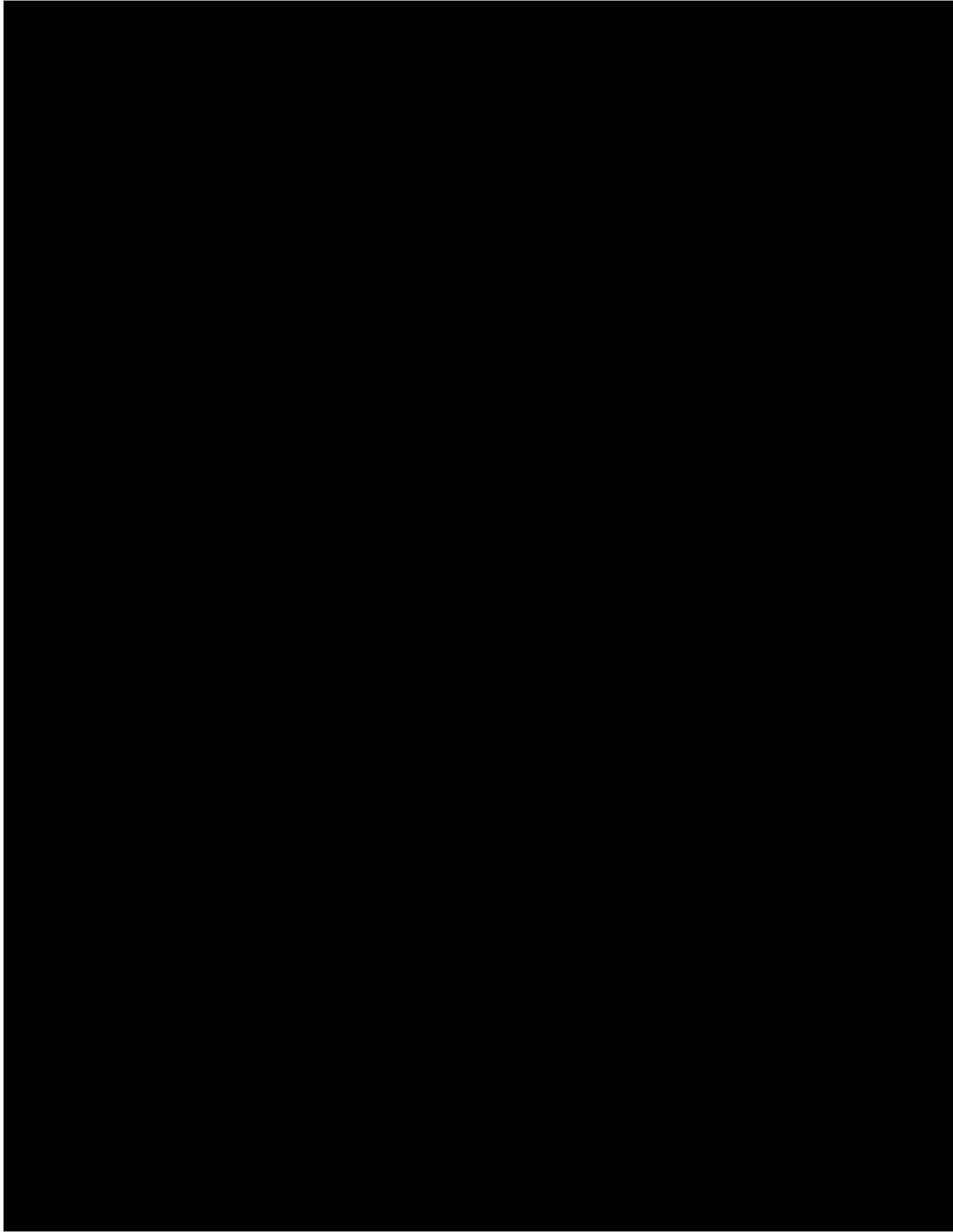
December 31, 2017 and 2016

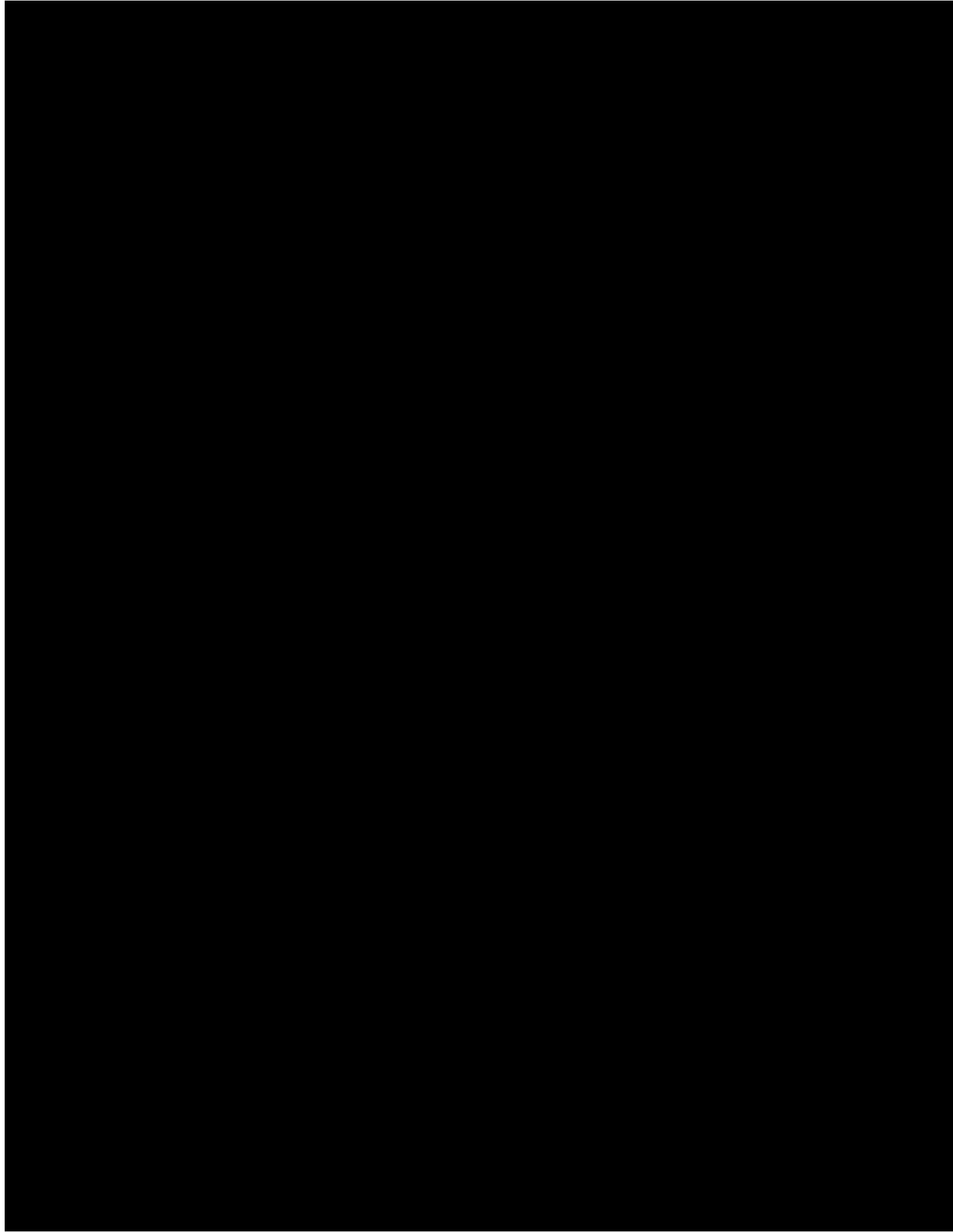


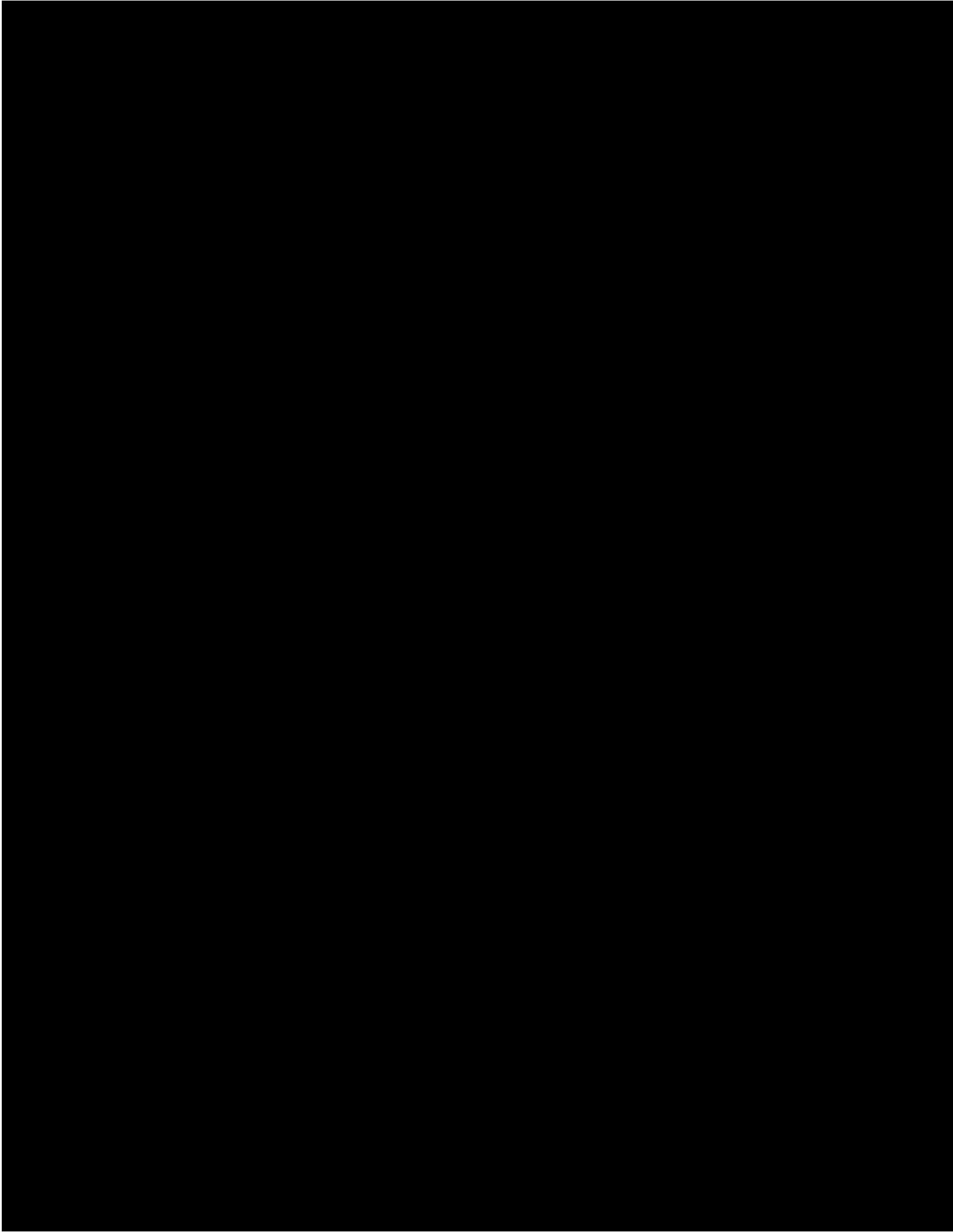


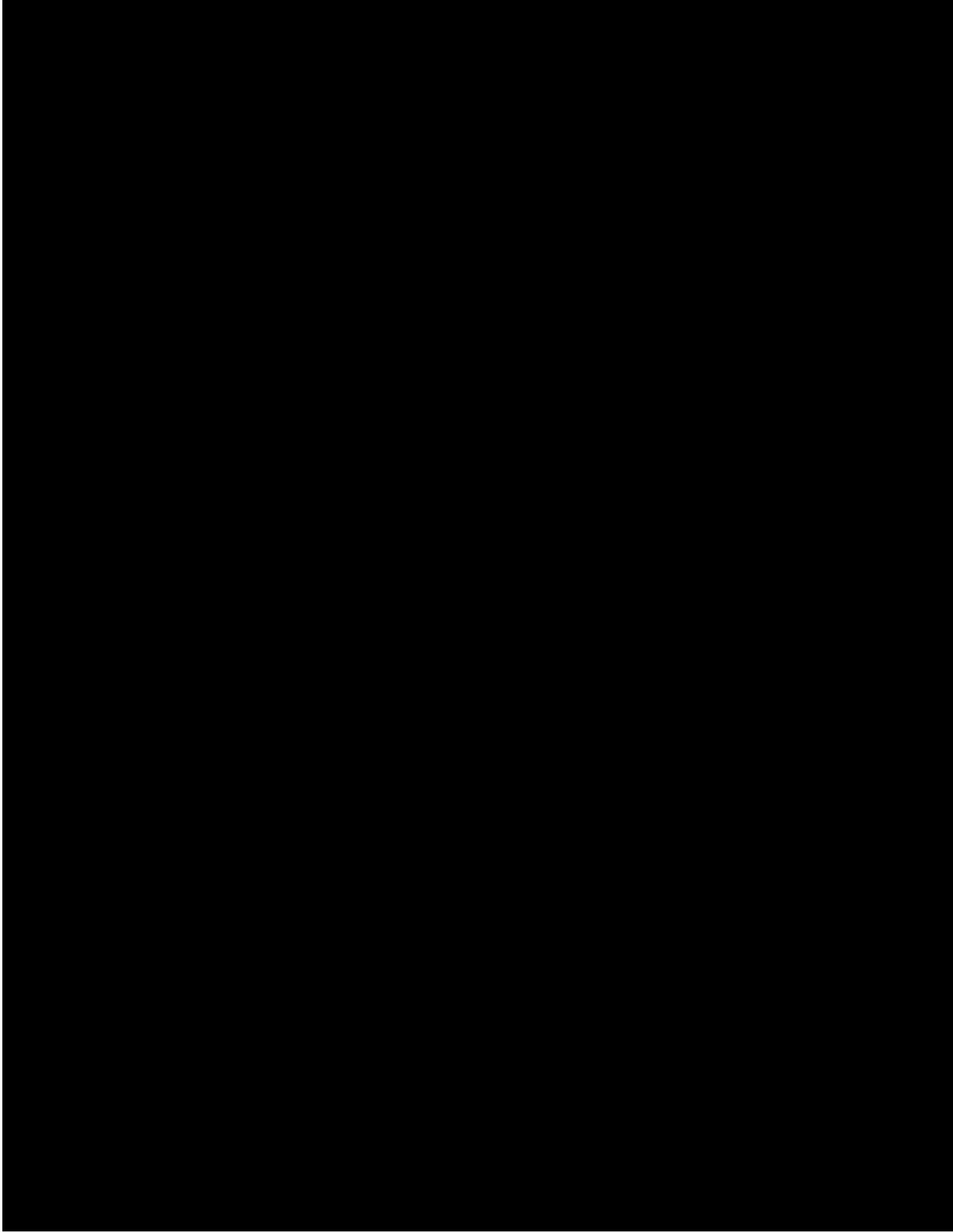


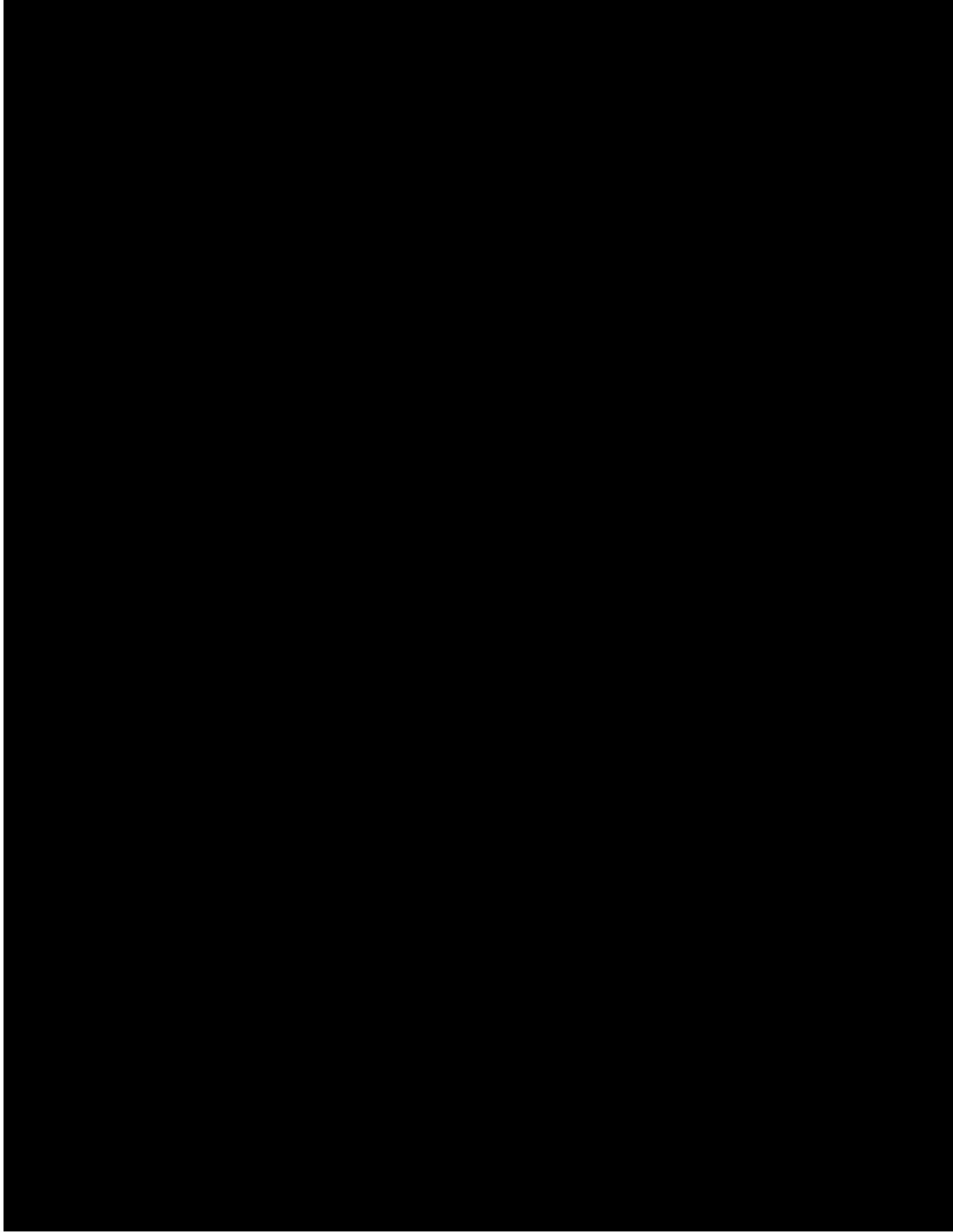


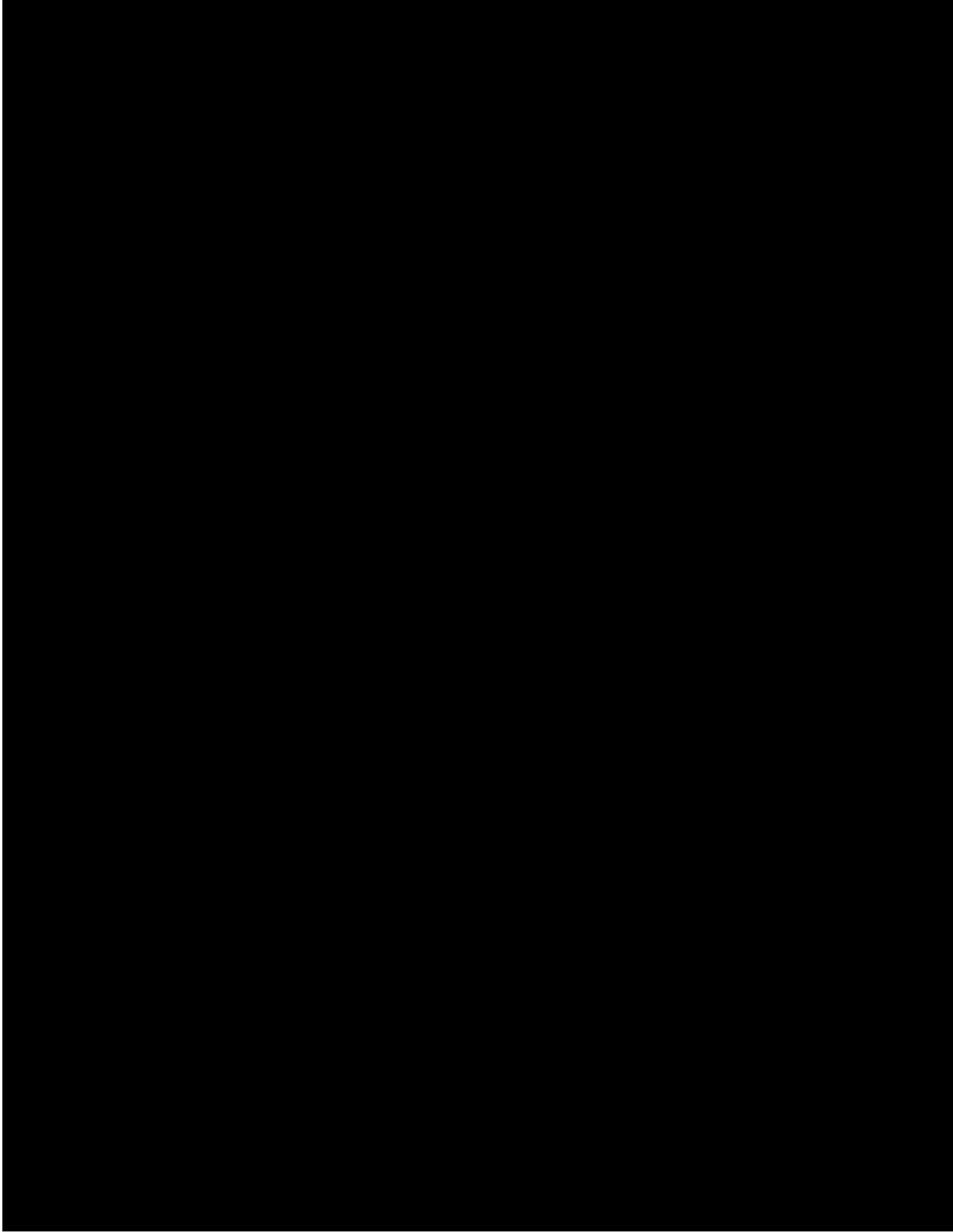


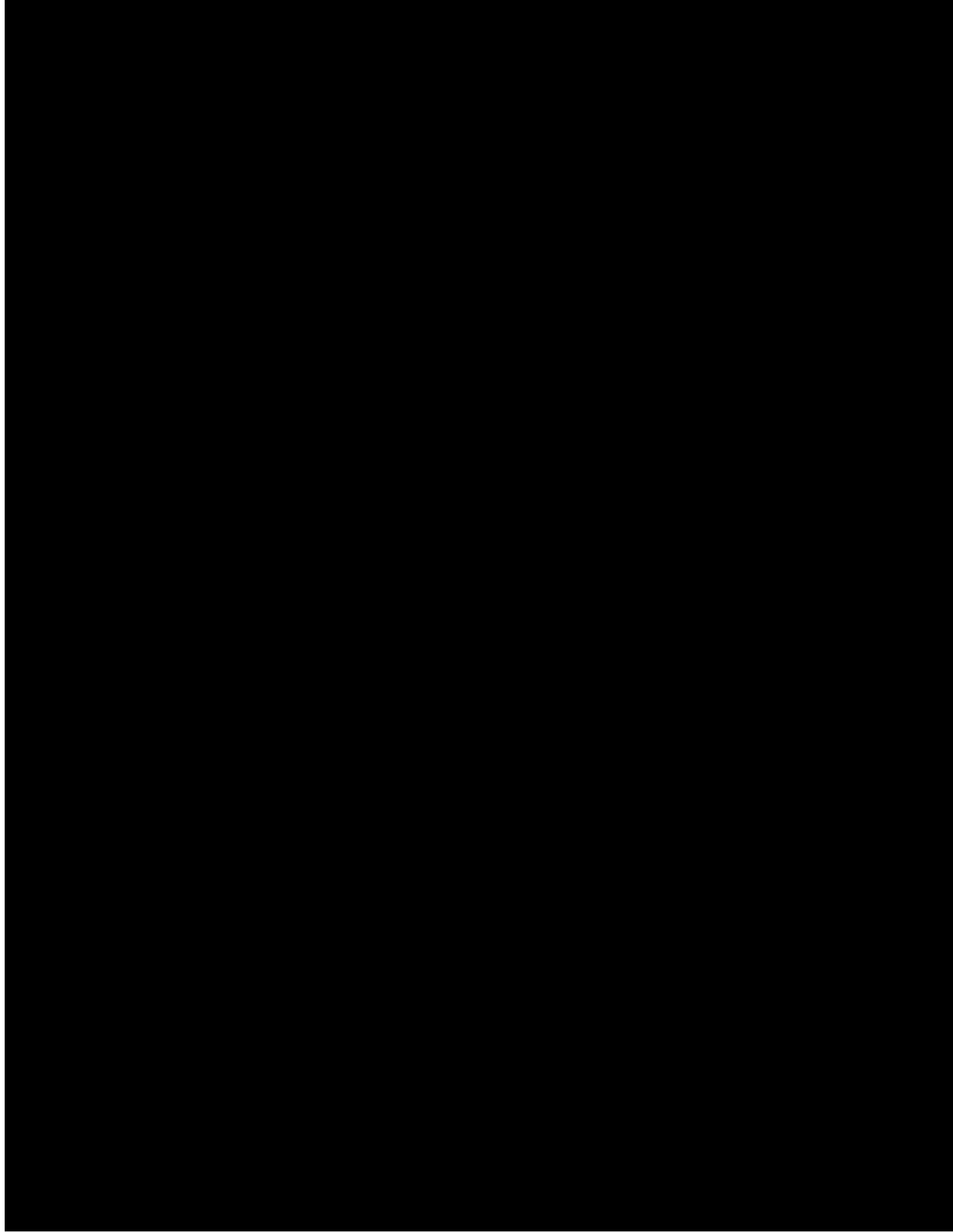














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