

## CONTRACTUAL AGREEMENT

For

INVITATION TO NEGOTIATE (ITN) #: 2022-16MCSA

ENTITLED: DISASTER RECOVERY OPERATIONS

Between

THE UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES AND WITT  
O'BRIEN'S LLC.

This Agreement is entered into and effective as of the date of the last signature hereto, by and between The University of Central Florida Board of Trustees ("University" or "UCF") and Witt O'Brien's LLC ("Contractor"). The parties agree as follows:

1. **ACKNOWLEDGMENT.** The Contractor acknowledges that:
  - A. The University is a public entity of the State of Florida;
  - B. The University is exempt from federal and Florida taxes;
  - C. Except for its employees acting within the course and scope of their employment, UCF shall not indemnify any entity or person and, then, such indemnification is limited to the express terms of §768.28, Florida Statutes. The University of Central Florida is self-insured to the extent of its liability under law, and any liability in excess of that specified in statute may be awarded only through special legislative action. Accordingly, UCF's liability and indemnification obligations in this Agreement shall be effective only to the extent expressly required by §768.28, Florida Statutes. Any provision requiring UCF to provide insurance coverage other than the State of Florida self-insurance shall not be effective.
2. **DESCRIPTION OF SERVICES.** The Contractor will provide **disaster management consulting services**. Goods/services shall be provided in accordance with UCF's Invitation to Negotiate (ITN) 2022-16MCSA and the Contractor's Offer in response thereto, both of which are incorporated by reference and the terms of this Agreement. The Contractor is an independent contractor pursuant to Florida law and assumes full responsibility for completion of the services/delivery of the goods, as described in detail in Attachment "B" to this Agreement, which is incorporated herein for all purposes. Such services/goods shall be rendered/delivered in accordance with the schedule and for the amounts set forth in Attachment "A".
3. **CONTRACT TERM.** The Contractor shall commence performance of the terms of this Agreement on October 15, 2023, and shall end his/her performance of this Agreement on June 30, 2028. The University may renew/extend this Agreement, as mutually agreed to by both parties. Total renewals shall not exceed 5 years or twice the length of the original term, whichever is longer. An extension may not exceed 12 months or until completion of the competitive solicitation and award or protest, whichever is longer.
4. **PAYMENT.**

- A. The University shall have sufficient time (as determined by the University) after its actual receipt of ordered goods or services to inspect and approve/disapprove the goods and/or services. It is the policy of the University that invoices on goods and/or services that have been received, inspected and approved by the University will generally be paid within thirty (30) days of the University's receipt, inspection and approval thereof. Until the University receives a properly completed invoice, the payment process will not begin.
  - B. Advance payment for goods and services shall not be made except in accordance with applicable Florida law.
  - C. The University shall not be bound to any prepayment penalty clauses.
  - D. Bills for approved travel expenses shall be submitted in accordance with §112.061, Florida Statutes. The University may establish rates not to exceed the maximum allowed as provided in §112.061, Florida Statutes. The University reserves the right not to pay travel expenses unless the University approves such expenses in advance, in writing. The University has the right to make travel arrangements for the Contractor.
  - E. Bills for fees or other compensation for services or expenses shall be submitted in sufficient detail with supporting documentation sufficient for pre-audit and post-audit.
- 5. **CONTRACTOR OMBUDSMAN STATEMENT.** The University has established a Contractor Ombudsman who acts as an advocate for contractors who may be experiencing problems in obtaining timely payment(s). The Contractor Ombudsman may be contacted at (407) 882-1082.
- 6. **ANNUAL APPROPRIATION.** The University's performance and obligations under this Agreement are subject to and contingent upon annual appropriations by the Florida Legislature and other funding sources.
- 7. **ASSIGNMENTS.** Under no circumstances shall the Contractor assign to a third party any right or obligation of the Contractor pursuant to this Agreement without prior written consent of the University. If the Contractor is, or during the term of this Agreement becomes, an individual on the payroll of the State of Florida, the Contractor represents that he or she has complied with all applicable provisions in the Florida Statutes and Florida Administrative Code regarding outside or dual employment and compensation.
- 8. **BILLING.** The University shall only submit payment to the Contractor if the Contractor has provided the University with approved invoices. Mere statements in lieu of approved invoices will not be accepted by the University. All invoices must specifically describe the services and/or goods provided, the dates and hours that the services were rendered and/or goods delivered and the fee charged. The Contractor shall deliver the invoices to UCF's Division of Finance, unless the Contractor has been otherwise instructed by the University. The Contractor must display the applicable purchase order number on the face of each of the Contractor's invoices to the University. The University will not be responsible for any

goods or services delivered without a properly completed University purchase order or other order provided in writing by a duly authorized University signatory or designee. If the Contractor's invoice lists any freight or cartage charges, such invoice must attach all of the Contractor's receipted transportation bills.

9. **CANCELLATION/TERMINATION.** This Agreement may be unilaterally cancelled by UCF for refusal by the Contractor to allow public access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, Florida Statutes and made or received by the Contractor in conjunction with this Agreement. UCF also may terminate this Agreement without cause on thirty (30) days' advanced written notice to the Contractor. The parties to this Agreement may terminate the Agreement at any time by mutually consenting in writing. Either party may terminate this Agreement immediately for breach by the other that remains substantially uncured after thirty (30) days' advanced written notice to the breaching party, which notice describes the breach in detail sufficient to permit cure by the breaching party. The University shall be liable only for payment for services satisfactorily rendered/goods satisfactorily delivered and accepted from the date of commencement until the effective date of cancellation/termination.
10. **COMPLIANCE.** The parties shall at all times comply with all applicable ordinances, laws, rules and regulations of local, state and federal governments, or any political subdivision or agency, or authority or commission thereof, which may have jurisdiction to pass laws, ordinances, or make and enforce rules and regulations with respect to the parties.
11. **EXPORT CONTROL.** The parties shall comply with all applicable U.S. export control laws and regulations, including but not limited to the International Traffic in Arms Regulations (ITAR), 22 CFR Parts 120 through 130, the Export Administration Regulations (EAR), 15 CFR Parts 730 through 799 and/or other restrictions imposed by the Treasury Department's Office of Foreign Asset Controls (OFAC), in the performance of this Agreement. The parties agree that no technology, related data or information will be exchanged or disseminated under this Agreement nor any collaborations conducted pursuant to this Agreement that are export controlled pursuant to the export control laws of the United States, including the EAR, ITAR, and any other applicable regulations. The Parties agree that the Contractor will not provide the University with any ITAR or EAR restricted technology and/or related data, and that any ITAR or EAR restricted technologies and/or data produced in furtherance of this Agreement will be in the exclusive possession of the Contractor, and at no time will any export controlled technologies, related data, or information be intentionally or inadvertently transferred to the University, its facilities, labs, staff, researchers, employees, officers, agents, servants or students in the performance of this Agreement. If the Contractor wishes to disclose export-controlled technology or technical data to the University, the Contractor will, prior to disclosing any information, technical data or source code that is subject to export controls under federal law, notify the University in writing that the material is export controlled and shall identify the controls that apply. The University shall have the right to decline or limit (a) the receipt of such information and (b) any task requiring receipt of such information. In the event the Contractor sends any such technical data or product that is subject to export control without notice of the applicability of such export control, the University has the right to

immediately terminate this Agreement. The Contractor understands and agrees that to the extent the Contractor's personnel have access to work or materials subject to U.S. export controls while on University property, such personnel will meet all federal export control regulatory requirements or have the appropriate U. S. government approval.

12. **CONFLICTS OF INTEREST.** Acceptance of this Agreement shall certify that the Contractor is aware of the requirements of Chapter 112, Florida Statutes and in compliance with the requirements of Chapter 112, Florida Statutes and other laws and regulations concerning conflicts of interests in dealing with entities of the State of Florida. The Contractor certifies that its directors and/or principal officers are not employed and/or affiliated with the University unless a current Conflict of Interest (Report of Outside Activity/Employment) form has been completed, executed by such director or officer and approved in accordance with applicable University policies or rules. Violation of this section by Contractor shall be grounds for cancellation of this Agreement.
13. **DELIVERY.** Delivery is to be made to the "Ship To" location shown on the face of this purchase order. When delivery is specified to a location other than the University's Central Receiving Department, the Contractor shall direct its carrier to telephone the University's Central Receiving Department before unloading. Delivery of all shipments shall occur between 9:00 a.m. and 4:00 p.m., Mondays through Fridays only, except on State of Florida or U.S. holidays, or University holidays or closures. Indicated on the face of this purchase order is the "Delivery Desired By" date; failure to make delivery by or before "Delivery Desired By" constitutes cause for cancellation of this Agreement by the University. The University of Central Florida is committed to sustainable practices. Palletized shipments should not exceed 1500 pounds per pallet and when possible, should be shipped on a 40"x 48" pallet. The Contractor shall include a packing list showing contents of shipment (if shipment is made in two or more containers). No boxing, packing, installation, assembly, or similar charges (not included in the item price) will be allowed unless expressly and specifically authorized in writing by the University on the face of this purchase order.
14. **EMPLOYMENT OF ALIENS.** The Contractor's employment of unauthorized aliens, if any, shall be considered a violation of §§274(e) of the Immigration and Nationality Act. If the Contractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of the Agreement by the University.
15. **FORCE MAJEURE.** No default, delay or failure to perform on the part of UCF shall be considered a default, delay or failure to perform otherwise chargeable, hereunder, if such default, delay or failure to perform is due to causes beyond UCF's reasonable control including, but not limited to, strikes, lockouts, actions or inactions of governmental authorities, epidemics, pandemics, wars, embargoes, fire, earthquakes, acts of God, or default of common carrier. In the event of such default, delay or failure to perform due to causes beyond UCF's reasonable control, any dates or times by which UCF is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the cause beyond the reasonable control of UCF.



16. **GOVERNING LAW AND VENUE.** This Agreement and any attachments and addenda hereto are subject to and governed by Florida law. Venue for any action arising hereunder shall be in Orange County, Florida. The University is entitled to the benefits of sovereign immunity, including immunities from taxation.
17. **HEADINGS.** Headings have been included in this Agreement for convenience only and shall not affect the interpretation of any terms found herein.
18. **INDEMNIFICATION.** The Contractor shall hold the University of Central Florida Board of Trustees and the University's officers, employees, agents and/or servants harmless and indemnify each of them against any and all liabilities, actions, damages, suits, proceedings, and judgments from claims arising or resulting from the acts or omissions of the Contractor, its employees, its agents or of others under the Contractor's control and supervision. If any part of a delivery to the University pursuant to this Agreement is protected by any patent, copyright, trademark, other intellectual property right or other right, the Contractor also shall indemnify and hold harmless the University of Central Florida Board of Trustees and the University's officers, employees, agents and/or servants from and against any and all liabilities, actions, damages, suits, proceedings and judgments from claims instituted or recovered against the University by any person or persons whomsoever on account of the University's use or sale of such article in violation of rights under such patent, copyright, trademark, other intellectual property right or other right.
19. **INDEPENDENT CONTRACTOR.** Each of the parties is an independent contractor and nothing contained herein shall constitute or designate any of the employees or agents of one party as employees or agents of the other party.
20. **NO JOINT VENTURE.** Nothing contained in this Agreement shall be construed to create a joint venture, partnership, or other like relationship between the parties.
21. **LEASED EQUIPMENT.** The risk of loss or damage to leased equipment, goods or property shall not transfer to the University except as provided in §680.219, Florida Statutes. Any security interest in the leased equipment, goods or property granted to the Contractor contrary to AGO 79-72 and AGO 80-9 is null and void. Limitations of remedies provisions, which are unconscionable under applicable Florida law, are void.
22. **MATERIAL SAFETY DATA SHEET (MSDS).** In compliance with Florida Statutes, Ch. 442, a Material Safety Data Sheet (MSDS) must accompany any applicable item delivered under this Agreement.
23. **NON-PERFORMANCE.** Neither party shall be required to perform under this Agreement or any attachments or addenda hereto executed by the University's duly authorized signatory when such performance is delayed or prevented by any cause beyond the party's or parties' control. This Agreement and any attachments and addenda hereto executed by

the University's duly authorized signatory may not be altered, amended or assigned without the prior written agreement of all the parties.

- 24. NOTICES.** Any written notices between the parties shall be sent by certified mail to the following addresses, or other addresses of which the parties shall have notified each other.

For UCF: Procurement Services      For Contractor: Witt O'Brien's LLC

12424 Research Pkwy  
Suite 355  
Orlando, FL 32826  
[procurement@ucf.edu](mailto:procurement@ucf.edu)

818 Town & Country Blvd  
Suite #200  
Houston, TX 77024  
[cjoiner@wittobriens.com](mailto:cjoiner@wittobriens.com)  
[contractrequests@wittobriens.com](mailto:contractrequests@wittobriens.com)

- 25. PARKING.** The Contractor shall ensure that all vehicles parked on campus for purposes relating to work resulting from this Agreement shall have proper parking permits. This applies to all personal vehicles and all marked and unmarked company vehicles that will be on any University campus for one (1) day or more or on a recurring basis. All such vehicles must be registered with University's Parking Services Department, and parking permits must be purchased by the Contractor. The Contractor's vehicle(s) shall observe all parking rules and regulations. Failure to obtain parking permits, properly display them, and otherwise comply with all of the University's parking rules and regulations could result in the issuance of a parking ticket and/or towing at the expense of Contractor or Contractor's employees. UCF's Parking Services Department can be contacted at (407) 823-5812 for additional information pertaining to parking and parking fees/rates.

- 26. WORK FOR HIRE.** Any work specifically created for the University under this Agreement by the Contractor or anyone working on behalf of the Contractor (the term Contractor shall encompass both) shall be considered a "work for hire." All designs, prints, paintings, artwork, sketches, etchings, drawings, writings, photographs, or any other work or material or property produced, developed or fabricated and any other property created hereunder, including all material incorporated therein and all preliminary or other copies thereof (the "Materials") shall become and remain the property of the University, and, unless otherwise specifically set forth herein, shall be considered specially ordered for the University as a "work made for hire," or, if for any reason held not to be a "work for hire," the Contractor who created, produced, developed or fabricated the Materials hereunder assigns all of his/her right, title and interest in the Materials to the University. The University shall own all right, title and interest in the Materials. The Contractor agrees upon request to execute any documents necessary to perfect the transfer of such title to the University. The Materials shall be to the University's satisfaction and are subject to the University's approval. The Contractor bears all risk of loss or damage to the Materials until the University has accepted delivery of the Materials. The University shall be entitled to return, at the Contractor's expense, any Materials which the University deems to be unsatisfactory. On or before completion of the Contractor's services hereunder, the Contractor must furnish the University with valid and adequate releases necessary for the unrestricted use of the Materials for advertising or trade purposes, including model and property releases relating to the Materials and releases from any persons whose names, voices or likenesses are incorporated or used in the Materials. The Contractor hereby



represents and warrants that (a) all applicable laws, rules and regulations have been complied with, (b) the Contractor is free and has full right to enter into this Agreement and perform all of its obligations hereunder, (c) the Materials may be used or reproduced for advertising or trade purposes or any commercial purposes without violating any laws or the rights of any third parties and (d) no third party has any rights in, to, or arising out of, or in connection with the Materials, including without limitation any claims for fees, royalties or other payments. The Contractor agrees to indemnify and hold harmless the University of Central Florida Board of Trustees and those acting for or on its behalf, the State of Florida and the Florida Board of Governors and their respective officers, agents, employees and servants from and against any and all losses, claims, damages, expenses or liabilities of any kind, including court costs and attorneys' fees, resulting from or in any way, directly or indirectly, connected with (a) the performance or non-performance of the University's order by the Contractor, (b) the use or reproduction in any manner, whatsoever, or (c) any breach or alleged breach of any of the Contractor's agreements or representations and warranties herein.

**27. PUBLIC RECORDS, CONTRACT FOR SERVICES: COMPLIANCE WITH SECTION 119.0701, F.S.**

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: Office of the General Counsel, (407) 823-2482, [gcounsel@ucf.edu](mailto:gcounsel@ucf.edu), University of Central Florida, 4365 Andromeda Loop N., Millican Hall, Suite 360, Orlando, FL 32816-0015**

**PUBLIC RECORDS, CONTRACT FOR SERVICES**

To the extent that the Contractor meets the definition of "contractor" under Section 119.0701, Florida Statutes, in addition to other contract requirements provided by law, the Contractor must comply with public records laws, including the following provisions of Section 119.0701, Florida Statutes:

1. Keep and maintain public records required by the public agency to perform the service.
2. Upon request from the public agency's custodian of public records, provide the public agency with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the public agency.
4. Upon completion of the contract, transfer, at no cost, to the public agency all public records in possession of the contractor or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the public agency upon completion of the contract, the contractor shall destroy any

duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

**This Contractor and any subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), 60-741.5(a), and 29 CFR Part 471, Appendix A to Subpart A with respect to affirmative action program and posting requirements. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender, identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sexual orientation, gender identity, national origin, protected veteran status, or physical or mental disability.**

28. **RECORDS.** The Contractor agrees to keep and maintain separate and independent records, in accordance with generally accepted accounting principles, devoted exclusively to its obligations and activities pursuant to this Agreement. Such records (including books, ledgers, journals, and accounts) shall contain all entries reflecting the business operations under this Agreement. The University or its authorized agent shall have the right to audit and inspect such records from time to time during the term of this Agreement, upon reasonable notice to the Contractor.
29. **TAXES.** The University shall not pay any intangible taxes, property taxes or sales taxes.
30. **VIETNAM ERA VETERANS READJUSTMENT ACT OF 1974.** The University and the Contractor must comply with all applicable provisions of: (i) §402:60-250.4 of the Vietnam Era Veterans Readjustment Act of 1974; (ii) §503:60-741.4 of the Rehabilitation Act of 1973; (iii) Executive Order 11246, as amended; and (iv) the rules, regulations, and relevant orders of the U.S. Secretary of Labor.
31. **EQUAL OPPORTUNITY.** This Contractor and any subcontractors shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a), 60-741.5(a), and 29 CFR Part 471,



Appendix A to Subpart A with respect to affirmative action program and posting requirements. These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, or physical or mental disability.

32. **SEVERABILITY.** This Agreement is severable such that should any provision of this Agreement be or become invalid or unenforceable, the remaining provisions shall continue to be fully enforceable.
33. **WAIVER/REMEDIES.** No failure or delay by a party hereto to insist on the strict performance of any term of this Agreement, or to exercise any right or remedy consequent to a breach thereof, shall constitute a waiver of any breach or any subsequent breach of such term. No waiver of any breach hereunder shall affect or alter the remaining terms of this Agreement, but each and every term of this Agreement shall continue in full force and effect with respect to any other then existing or subsequent breach thereof. The remedies provided in this Agreement are cumulative and not exclusive of the remedies provided by law or in equity.
34. **CONTRACTOR INSURANCE.** All insurance shall be procured from companies authorized to do business in the State of Florida, with a minimum of A.M. Best rating of A, or equivalent. Proof of coverage shall be provided by submitting to the University's Risk Management Office a certificate or certificates, evidencing the existence thereof or insurance binders and shall be delivered within fifteen (15) days of the tentative award date of the Agreement. In the event a binder is delivered, it shall be replaced within thirty (30) days by a certificate in lieu thereto. A renewal certificate shall be delivered to the University's Risk Management Office at least thirty (30) days prior to the expiration date of each expiring policy.
  1. The University, at its sole discretion, has the right to deviate from any of the insurance requirements herein. If the University decides to deviate from the insurance requirements stated herein, the University will inform the Contractor in writing.
  2. **General Liability:** The Contractor shall provide a Certificate of Insurance evidencing Commercial General Liability insurance coverage in force with minimum limits of \$1,000,000 (ONE MILLION DOLLARS) per Occurrence and \$2,000,000 (TWO MILLION DOLLARS) Aggregate. Upon acceptance and confirmation of coverage by the University and before beginning work, and at all times during the term of this Agreement, Contractor will maintain said General Liability insurance in force and shall provide the University with a Certificate of Insurance and Additional Insured Endorsement listing the University of Central Florida Board of Trustees as

“Additional Insured.” The Certificate will provide a minimum 30 days advanced notice to in the event of cancellation.

3. **Auto Liability:** If the Contractor operates a vehicle on campus for commercial use in the performance of this Agreement (i.e. deliveries, transport of employees, etc.), the Contractor shall provide a Certificate of Insurance evidencing Auto Liability insurance with minimum \$1,000,000 (ONE MILLION DOLLARS) per Accident Combined Single Limit for Bodily Injury and Property Damage. Upon acceptance and confirmation of coverage by the University and before beginning work, and at all times during the term of this Agreement , the Contractor will maintain said Auto Liability insurance in force and provide University with a Certificate of Insurance listing the University of Central Florida Board of Trustees as “Additional Insured.” The Certificate will provide a minimum 30 days advanced notice to the University in the event of cancellation.
4. **Workers’ Compensation:** The Contractor shall provide a Certificate of Insurance evidencing Workers’ Compensation coverage consistent with Florida Statute and Employer’s liability no less than \$500,000 (FIVE HUNDRED THOUSAND DOLLARS) for Bodily Injury by accident, each accident, Bodily Injury by disease, each employee, and policy limit. Upon acceptance and confirmation of coverage by the University and before beginning work, and at all times during the term of this Agreement , the Contractor will maintain said Workers’ Compensation and Employer’s Liability insurance in force and provide the University with a current Certificate of Insurance. The Certificate will provide a minimum 30 days advanced notice to the University in the event of cancellation.
5. **Certificates of Insurance:** The University of Central Florida Board of Trustees is to be listed as Additional Insured on all Certificates issued. Contractor shall send a copy of his/her Certificate of Insurance along with accompanying Additional Insured Endorsements naming the University of Central Florida Board of Trustees to the following address:

Email: [RiskManagement@ucf.edu](mailto:RiskManagement@ucf.edu)

35. **AMENDMENTS.** No changes or amendments to this Agreement are binding on the University unless made in legible writing that is reviewed and approved by an attorney in the University’s General Counsel’s Office and an authorized UCF signatory. The Contractor shall return this Agreement to the University’s Procurement Services Department at once with a written explanation if it is not acceptable in its entirety.
36. **USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES.** At the option of the Contractor, the use of the Agreement resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties and cities. Each governmental agency allowed by the Contractor to use this Agreement shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for goods or services ordered, received and accepted. No agency receives any liability by virtue of this bid and



subsequent contract award.

37. **SECURE HANDLING OF UCF DATA.** The University requires Contractors and other third parties to review, accept, and integrate secure data handling requirements as part of any contract, agreement, or Service Level Agreement (“SLA”) that involves the storage, transmission, processing, or collection of UCF data, or access to UCF data, by the Contractor. Additional agreements may be required depending on the data involved. This Agreement is intended to ensure that UCF’s security and compliance requirements are outlined and followed by the Contractor. Visit <http://www.Infosec.ucf.edu/vrm> for additional information.
38. **SMOKE-FREE POLICY.** The University prohibits smoking on all university owned, operated, leased and/or controlled properties in order to maintain a healthy and safe environment for its faculty, staff, students, and visitors. Visit <http://www.ucf.edu/smokefree> for additional information.
39. **CONTACT WITH MINOR CHILDREN.** To the extent that the Contractor has or will have any contact with minor children, the Contractor hereby guarantees that the Contractor and/or anyone acting on the Contractor’s behalf (including, but not limited to the Contractor’s employees, agents, subcontractors, etc.) has undergone/passed a Level II (two) background check with the State of Florida and hereby certifies that none of the Contractor’s employees, agents, subcontractors and/or anyone else acting on the Contractor’s behalf has any disqualifying offenses, including, but not limited to those listed in Section 435.04, Florida Statutes.
40. **REPORTING OF CHILD ABUSE.** To the extent that the Contractor has or will have any contact with minor children, the Contractor hereby expressly agrees to instruct its employees, agents, subcontractors and/or anyone else acting on the Contractor’s behalf to report to the University of Central Florida police any instance of child abuse, abandonment, or neglect witnessed or learned about that occurred on University of Central Florida property or during an event or function sponsored by the University of Central Florida.
41. **REVISED QUANTITIES.** The University reserves the right to increase or decrease total quantities as necessary. The University may place additional orders for the same or modified scope of the commodities/services solicited under this ITB/ITN within 180 days after expiration of the contract resulting from this ITB/ITN. Total additional quantities/modified scope, if any, are unknown.
42. **E-VERIFY.** To the extent that Contractor meets the definition of “Contractor” or “Subcontractor” under Section 448.095, Florida Statutes, Contractor agrees that it and any Subcontractors it utilizes under this agreement are registered with and use the E-Verify system as required by Section 448.095, Florida Statutes.
43. **ATTACHMENTS AND ENTIRE AGREEMENT.** This Agreement and any attachments and/or addenda hereto that are executed by the University’s duly authorized signatory constitute the entire and exclusive agreement between the parties. Attachments

and/or addenda may include, but are not limited to, the University's ITB/ITN, if any, including all the University's ITB/ITN specifications, and the Contractor's ITB/ITN response, if applicable. In the event of any conflict or inconsistency between this Agreement and the provisions of attached documents, the order of priority is:

- A. This Agreement;
- B. The University's ITN and ITN specifications, if any;
- C. The Contractor's ITN response; and
- D. Any other attached documents signed by the University's official signatory at the time the Agreement is executed.

**UNIVERSITY OF CENTRAL FLORIDA BOARD OF TRUSTEES**      **WITT OBRIENS LLC**

Signature: Gerald L. Hector

Signature: Cheryl Joiner

Date: Signed: Wednesday, November 1, 2023

Date: 10/16/2023

Printed: **GERALD HECTOR**

Printed: Cheryl Joiner

Title: **SR. VP AND CFO**

Title: Director of Contracts & Compliance



## ATTACHMENT “A” PRICE SCHEDULE

In accordance with the University of Central Florida’s ITN No. 2022-16MCSA and Witt O’Brien’s response.

### Price Sheet for Consultant Services

<b>EMPLOYEE CLASSIFICATION</b>	<b># Available</b>	<b>Regular Hourly Rate</b>	<b>Non-Regular Hourly Rate</b>
Principal	11	\$ 168.00	\$ 168.00
Project Supervisor	16	\$ 152.00	\$ 152.00
Project Coordinator	23	\$ 119.00	\$ 119.00
Administrative Support/Data Entry	159	\$ 50.00	\$ 50.00

- Hourly rates are inclusive of taxes, overhead, and profit.
- All non-labor other direct costs will be billed to UCF at cost without mark-up. This includes travel expenses such as airfare, hotel, per diem, rental car and/or mileage, which will be billed in accordance with Florida Statutes.
- All expenses shall be submitted with full supporting documentation in compliance with FEMA guidelines for reimbursement.

In accordance with the University of Central Florida's ITN No. 2022-16MCSA and the Contractor's response.

**WITT O'BRIEN'S**  
PART OF THE AMBIPAR GROUP

WITH YOU WHEN IT COUNTS

**ITN NUMBER 2202-16MCSA**

**JUNE 20, 2023 | 3:00PM**

**A PROPOSAL FOR THE UNIVERSITY OF CENTRAL FLORIDA**

# UCF DISASTER RECOVERY OPERATIONS

**SCOPE: DISASTER MANAGEMENT  
CONSULTANT SERVICES**







## COVER PAGE

### Proposal in Response to ITN NO. 2202-16MCSA UCF Disaster Recovery Operations

#### **Submitted to:**

University of Central Florida  
Procurement Services Department  
12424 Research Parkway, Suite 300, Orlando, FL 32816-0975

#### **Prime Vendor:**

Witt O'Brien's, LLC  
818 Town & Country Blvd., Suite 200, Houston, TX 77024  
(281) 320-9796 | [www.wittobriens.com](http://www.wittobriens.com)

#### **Contact for Proposal Correspondence:**

If you have any questions about our proposal or require additional information about our services or firm, please contact our Associate Managing Director—Valarie Philipp, PE—at (954) 644-2202 or [vphilipp@wittobriens.com](mailto:vphilipp@wittobriens.com) with a copy to [contractrequests@wittobriens.com](mailto:contractrequests@wittobriens.com).

#### **Submittal Deadline:**

June 20, 2023

*Witt O'Brien's reserves the right to negotiate terms and conditions applicable to any final Agreement and, if selected, will negotiate in good faith with the University of Central Florida to enter into a mutually agreeable formal written Agreement.*

<b>COVER PAGE.....</b>	<b>1</b>
<b>COVER LETTER.....</b>	<b>3</b>
<b>A. EXPERIENCE OF PROPOSER.....</b>	<b>2</b>
A.1 OVERVIEW & EXPERIENCE OF COMPANY .....	2
A.1.1 FIRM OVERVIEW .....	2
A.1.2 FIRM EXPERIENCE .....	4
A.2 CLIENTS LOCATED IN HIGH-RISK AREAS .....	10
A.3 REFERENCES & LIST OF SIMILAR PROJECTS .....	11
A.3.1 CLIENT REFERENCES FOR SIMILAR WORK .....	11
A.3.2 LIST OF SIMILAR PROJECTS .....	14
A.4 CANCELLED CONTRACTS .....	19
<b>B. QUALIFICATIONS OF THE PROPOSER – DISASTER MGMT. CONSULTANT SERVICES .....</b>	<b>21</b>
B.1 LICENSES.....	21
B.2 CERTIFICATIONS.....	21
B.3 EVIDENCE OF INSURABILITY .....	23
B.4 QUALIFICATIONS.....	25
B.5 TECHNICAL SPECIFICATIONS .....	30
B.5.1 APPROACH TO FEMA PA SERVICES .....	30
B.5.2 APPROACH TO HAZARD MITIGATION GRANTS PROGRAM SUPPORT .....	43
B.5.3 REVIEW, ANALYSIS, AND TECHNICAL ASSISTANCE OF SUBRECIPIENT APPLICATIONS .....	44
B.5.4 MITIGATION PROJECT IMPLEMENTATION .....	46
B.5.5 WITT O'BRIEN'S APPROACH TO OTHER FEDERAL PROGRAMS .....	47
B.6 TECHNICAL EVALUATION .....	50
B.7 CORPORATE ORGANIZATION & RESOURCES / EXPERIENCE OF THE TEAM.....	50
B.7.1 ORGANIZATION OF THE FIRM .....	50
B.7.2 IDENTIFICATION OF THE PROJECT TEAM.....	51
B.8 LOCATION OF CORPORATE HEADQUARTERS .....	55
B.9 LOCATION OF SERVICES .....	56
<b>C. PRICING FOR APPLICABLE LABOR AND EQUIPMENT.....</b>	<b>58</b>
<b>D. EQUIPMENT AVAILABILITY .....</b>	<b>60</b>
<b>E. OTHER REQUIREMENTS.....</b>	<b>62</b>
E.1 SAMPLE UCF AGREEMENT .....	62
E.2 VERIFIED PRICING AND DISCOUNTS.....	62





E.3 PRICING ..... 62

**F. EXECUTED FORMS ..... 64**

    CONTRACTUAL SERVICES ACKNOWLEDGEMENT FORM .....64

    APPENDIX I – SUPPLEMENTAL OFFER SHEET TERMS AND CONDITIONS .....66

    APPENDIX II – CERTIFICATE OF NON-SEGREGATED FACILITIES .....70

    APPENDIX III – COMPLIANCE AND CERTIFICATION OF GOOD STANDING.....73

    APPENDIX IV – DISASTER AND EMERGENCY SERVICES ADDENDUM.....74

    ACKNOWLEDGEMENT OF ADDENDUM 1 .....75

**APPENDIX 1: RESUMES..... 77**

**WITT O'BRIEN'S****ambipar**<sup>®</sup>  
response**COVER LETTER**

June 20, 2023

University of Central Florida  
Procurement Services Department  
12424 Research Parkway, Suite 300  
Orlando, FL 32816-0975

**RE: Proposal in Response to ITN NO. 2022-16MCSA, UCF Disaster Recovery Operations**

Dear Brian Sargent and Members of the Selection Committee:

Witt O'Brien's is pleased to submit our proposal to the University of Central Florida (the University or UCF) to provide expertise to augment your capabilities to receive the maximum recovery funding from the Federal Emergency Management Agency (FEMA), the State of Florida, and all other applicable funding sources following future disaster events. Specifically, Witt O'Brien's submits this proposal to provide services for Disaster Management Consulting Services:

Service	Proposal Submitted
Disaster Management Consulting Services	X
Disaster Debris Removal Services	--
Disaster Debris Monitoring Services	--
Disaster Water Extraction, Remediation of Water Damage and Mold Impact Svcs	--

Our proposal demonstrates our ***complete understanding of and commitment to successful participation in disaster management consulting services***—consisting of technical and professional services for disaster recovery and mitigation management; fiscal and administrative services; programmatic and policy advice; strategic planning; representation; cost recovery and insurance claims assistance; audit and appeals support; and overall monitoring of the University's recovery efforts, to include compliance and reporting responsibilities outlined and/or required by federal and state authorities and funding agencies.

Witt O'Brien's brings more than two decades of experience successfully integrating multiple funding streams and program opportunities under a single contract, with the knowledge, understanding, and relationships key to maximizing available funding. As a global leader in crisis and emergency management, ***we have helped our clients justify, secure, and utilize more than \$70 billion in disaster recovery funding across the full spectrum of available sources for some of the nation's most devastating and costly disasters.***

***We are distinctively positioned to bring our policy architects and technical experts to work in partnership with the University's designated recovery team to provide sound solutions to your unique emergency management challenges.*** Our comprehensive expertise ensures that all interests are protected, funding opportunities are maximized, and impacted campuses and facilities can return to normal as soon as possible in the aftermath of a disaster. Also, ***several members of our project team live in Florida*** and are readily available to support UCF in its response and recovery needs.

818 Town and Country Blvd.  
Suite 200  
Houston, TX 77024

T: +1 (281) 320-9796  
F: +1 (281) 320-9700  
E: [contractrequests@wittobriens.com](mailto:contractrequests@wittobriens.com)

[wittobriens.com](http://wittobriens.com)



WITT O'BRIEN'S



Witt O'Brien's is uniquely positioned to successfully assist UCF for the following distinctive reasons:

- ***We have the skills and capacity to deliver.*** Our team has led emergency management/disaster preparedness, response, recovery, and hazard mitigation programs as public servants—at the Recipient and Subrecipient levels—before becoming consultants. Coupled with our Cadre and Forward Staffing Model, the Witt O'Brien's team can scale to meet any project need, no matter how complex.
- ***We can maximize funding and grants opportunities.*** Our team of recognized industry experts includes former senior FEMA officials, state emergency management directors, city managers, local emergency managers, and credentialed disaster recovery experts. Of the 24 federal grants funding agencies, we have staff with experience in all of them. Our solutions are directly informed by our FEMA and other agency policy knowledge, yielding the ability for clients to harness every dollar possible.
- ***We know how to navigate Florida's response and recovery framework.*** Beginning with Hurricane Charley's impact on Central/South Florida in 2004, Witt O'Brien's has embarked on a long, significant history of supporting Applicants through the FEMA process throughout the State of Florida. We have supported ***numerous counties and municipalities across the state, including the City of Orlando***, on previous emergency management and disaster cost-recovery engagements.
- ***More than two decades supporting university environments.*** Our first engagement with a university system began in 2001 with the California State University (CSU) System, a partnership that continues to this day. Since then, ***we have served more than 25 university and educational organization clients in*** various emergency management consulting capacities, including disaster recovery management consulting services; many in Florida including ***Broward County School District, the University of Florida, University of North Florida, and University of Miami.***

We appreciate your time and consideration of our proposal. For any questions regarding this submittal, please contact our Project Supervisor and Witt O'Brien's Associate Managing Director, Valarie Philipp, PE, at (954) 644-2202 or [vphilipp@wittobriens.com](mailto:vphilipp@wittobriens.com) with a copy to [contractrequests@wittobriens.com](mailto:contractrequests@wittobriens.com).

Respectfully,  
Witt O'Brien's, LLC

A handwritten signature in black ink that reads "Cheryl Joiner".

Cheryl Detillieu Joiner, CPCM  
Director of Contracts & Compliance

# SECTION A:

## Experience of the Proposer

WITH YOU WHEN IT COUNTS

WITT ÓBRIEN'S  
**ambipar**<sup>®</sup>  
*response*



## A. EXPERIENCE OF PROPOSER

### A.1 OVERVIEW & EXPERIENCE OF COMPANY

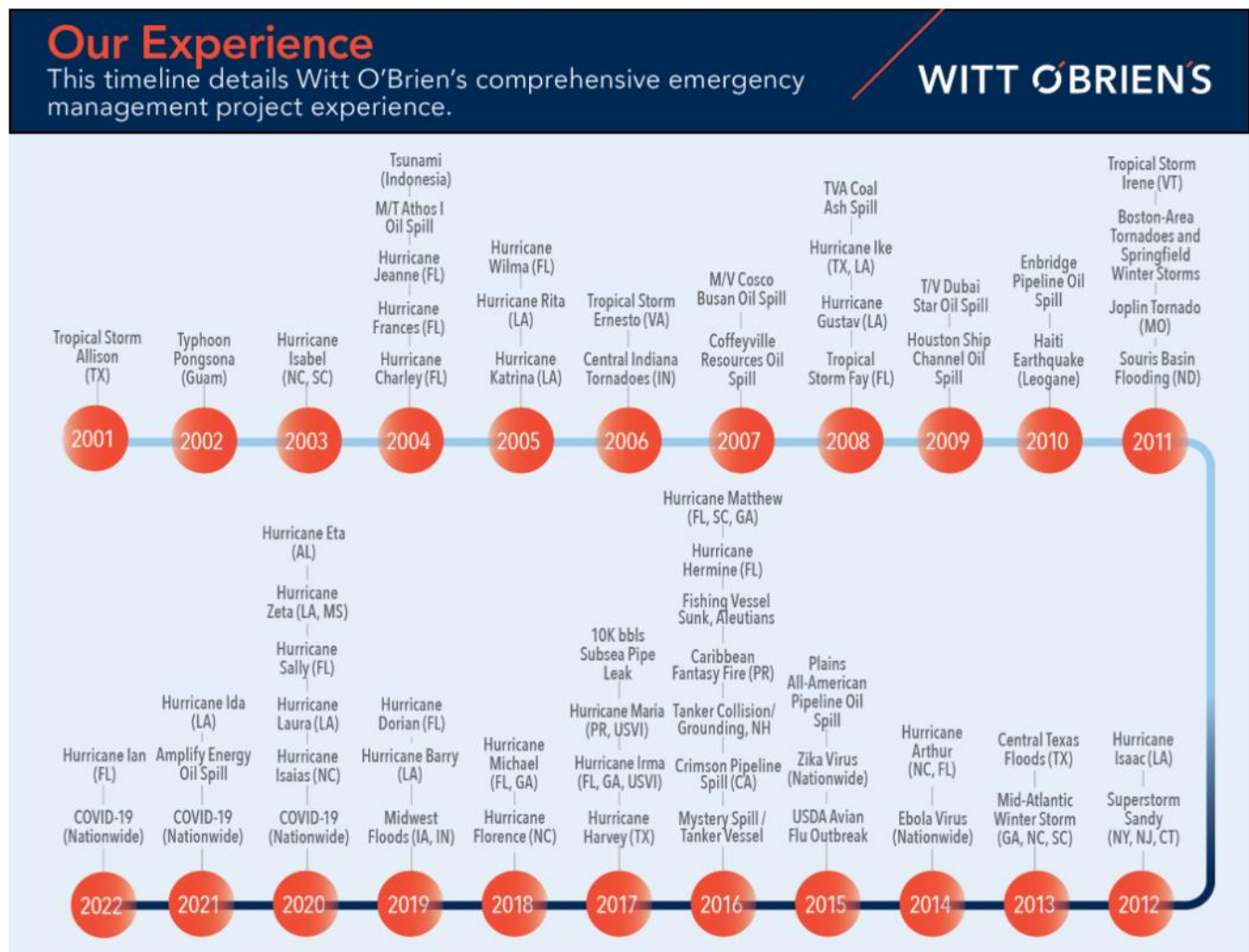
**ITN Requirement: Provide an overview and history of your company, and experience in disaster recovery operations similar in scope to those requested in section 1.1. of this ITN**

#### A.1.1 FIRM OVERVIEW

The history of Witt O'Brien's, LLC dates back to the 2009 merger between Witt Associates (founded in 2001) and O'Brien's Response Management (founded in 1983). For more than 20 years, Witt O'Brien's and its legacy entities have supported clients in preparing for, responding to, and recovering from some of the most significant disasters in our nation's history, including hurricanes, floods, tornadoes, and winter storms (see **Exhibit 1**).

**WITH YOU WHEN IT COUNTS**

**Exhibit 1: Witt O'Brien's Experience Timeline**



Unlike other firms that might have a single division working in emergency management, Witt O'Brien's is fully dedicated to developing innovative solutions to help state and local governments, communities, and businesses recover from disasters. While we are nimble enough to respond quickly to our clients'



needs, we possess the depth of resources, experience, and expertise necessary to produce high-quality, reliable work.

As a full-service specialized emergency management consulting firm providing comprehensive services to meet needs in all phases of a disaster—this work is not an “add-on” service. **Witt O'Brien's is an all-inclusive emergency management firm**, and our entire business portfolio is centered around the five mission areas of emergency management: capacity building, pre-impact, emergency, restoration, and reconstruction. We have provided fully integrated program design, delivery, and management in all ten FEMA regions.

**Witt O'Brien's supports its clients—and their communities—through all four phases of emergency management: preparedness, response, recovery, and mitigation.** Although some firms focus almost exclusively on simple post-disaster cost-recovery accounting, we understand that recovery is not independent from the other three phases and must be a key consideration within risk mitigation and pre-disaster preparedness activities.

#### **Exhibit 2: Witt O'Brien's Service Offerings Span All Phases of Emergency Management**



**All of what we do at Witt O'Brien's is aimed at one overarching goal: to help the clients we serve get the help they need when they need it.** To us, this means enabling them to recover and rebuild as quickly as possible, while ensuring full compliance with all state and federal requirements. As a proactive advocate for our clients with Federal funding agencies, our work requires that we be more than just familiar with the legal and regulatory framework surrounding any disaster recovery engagement. It is, in fact, our deep expertise in these areas that allows us to help our clients to obtain the funding to which they are entitled, and often, in the process, find creative ways to work cooperatively with funding agencies to leverage the power inherent in those laws and regulations to our clients' greatest advantage. And our funding expertise ensures that we can maximize funding to implement mitigation programs that result in resilience.

In addition to disaster recovery management consulting services, we have developed response and mitigation plans (including Continuity of Operations Plans [COOPs]); conducted pre-event training and exercises; developed post-event after-action reviews (AARs)/reports and improvement plans (IPs); provided emergency operations support; managed emergency operations centers (EOCs) and call centers; assisted with public media support; and coordinated responses to and recovery from emergencies and disasters for local, state, regional, and Federal agencies.

Witt O'Brien's is fully dedicated to developing customized, innovative solutions that are realistic, actionable, and support the specific mission, goals, priorities, and values of our state and local government clients in their disaster response and recovery efforts. **Throughout the recovery**



***process, we strive to make the communities we serve more resilient, maximize all sources of funding, and seize every opportunity to rebuild facilities that are hardened to future threats.***

With each project we undertake, our mission is to build community resilience. We are committed to serving communities with a ***philosophy of effective preparedness***, which stems from our staff's experience with community-based collaboration, coordination with stakeholder groups, and dedication to lessons learned and best practices. Along with the assurance of our considerable expertise, we also help our ***clients develop their own internal capacity***, empowering local communities to engage more effectively in the recovery process and successfully navigate the risks and pitfalls commonly associated with Federal funding programs.

Our team of local government experts are prepared to work with the University to ***develop funding strategies that not only maximize FEMA disaster recovery reimbursements, but also provide targeted support to assess the broad landscape of federal funding available.***

***This is the Witt O'Brien's team.***

### **A.1.2 FIRM EXPERIENCE**

We have reviewed the ITN in its entirety and understand the requirements of the SOW are to provide the University with comprehensive disaster management consultant services to include but not be limited to:

- FEMA Public Assistance (PA)
- Financial, payroll, and grants management
- Procurement and contract management/monitoring for compliance and maximum reimbursement
- Development of IT solutions for data management
- Insurance and other funding support
- Hazard mitigation support
- Disaster recovery-related services support
- 2 CFR 200 compliance
- Braiding funding streams for the best use of all possible funding sources
- Audit and appeals support

***Witt O'Brien's is an industry leader in not only disaster response and recovery, but all phases of emergency management to include mitigation and preparedness.*** We not only excel in the mechanics of grants management, but also achieve the outcomes that make a difference for our clients and the citizens impacted by disaster—from assisting with organization of the response and recovery to working with the State, including the Florida Division of Emergency Management (FDEM), and federal officials to solve issues before they become problems.



Witt O'Brien's has the necessary **knowledge of relevant legislation and federal regulatory requirements including:**

- Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended, and related authorities
- Titles 2 and 44 of the Code of Federal Regulations (CFR)
- Sandy Recovery and Improvement Act (SRIA)
- Disaster Recovery Reform Act (DRRA) of 2018
- FEMA PA, Hazard Mitigation Grant Programs (HMGP), and Building Resilient Infrastructure and Communities (BRIC)
- Department of HUD CBDG-DR and CDBG-MIT programs, and
- Other COVID-19 funding streams, including the American Rescue Plan Act (ARPA), Coronavirus Preparedness and Response Supplemental Appropriations Act, Coronavirus Relief Fund, Coronavirus Aid, Relief, and Economic Security Act (CARES), Emergency Rental Assistance Program (ERAP), and the Homeowners Assistance Fund (HAF)
- PA Program and Policy Guide (PAPPG), V4
- FEMA PA COVID-19 policies such as Coronavirus (COVID-19) Pandemic: Safe Opening and Operation Work Eligible for PA (Interim); FEMA Policy 104-21-0003, Version 2

The breadth of this work includes compilation and filing of insurance claims, conducting procurement reviews, conducting eligibility cost reconciliation, assisting with construction project monitoring and management, preparing audit checklists, evaluating and preparing appeal responses, and conducting extensive audit and closeout work. We are experts in force account labor and equipment reimbursements, supplies, donated goods and services, mutual aid, and contracted services. Specific results we have accomplished for our clients through our expertise include the following:

- Leveraged the Bipartisan Budget Act (BBA) rules to gain FEMA approval of Industry Standards in multiple community sectors where they were previously absent—including wastewater, water, schools, healthcare, communications, and emergency services.
- Gained FEMA's approval to fully replace hundreds of critical infrastructure components including schools, hospitals, homes for the aged, clinics, fire stations, wastewater systems, and telecommunications facilities and equipment.
- Persuaded FEMA to waive the local match on the HMGP for our client communities affected by Hurricanes Irma and Maria for the first time in the history of the program.
- Completed thousands of home repairs through the Sheltering and Temporary Essential Power Pilot Program (STEP) program in one year.
- Increased our client's initial federal recovery assistance needs projection of \$7.5 billion to a total package that is now expected to exceed \$17 billion.
- Reversed FEMA's initial rejection of eligibility on high-priority projects under the BBA's Prudent Replacement rules for critical facilities, installed modular schools and made temporary repairs quickly enabling students to return to normal schooling.
- Submitted successful EDA grants applications approaching \$100 million for airport and port improvements.



- Developed and justified the initial \$7.5 billion federal assistance request for the President and Congress, which established the baseline for recovery aid.

### Experience in Federal Funding Programs

Our disaster cost-recovery services span single-project eligibility challenges to full grants management recovery offices with a large staffing complement, to a multi-scope, jurisdiction-wide recovery office supporting strategic recovery advisory services addressing all aspects of a disaster. Our philosophy and approach are focused on establishing a strong partnership to maximize cost recovery based on the program funding available.

In addition to our thorough and extensive FEMA PA expertise, Witt O'Brien's has extensive experience and knowledge in all HMA programs, including 44 CFR, 2 CFR 200, and HMA Policy Guidance, including the HMGP, legacy PDM, BRIC, and FMA. Witt O'Brien's has provided expert 404 and 406 hazard mitigation support following the most significant disasters since 2001. We have been involved in thousands of recovery projects across FEMA, HUD, FHWA, FTA, DOI, NRCS, and EDA.

We have participated in thousands of site inspections, influenced interpretations in federal policy, written scopes of work (SOWs), developed cost estimates, and secured funding for thousands of projects, provided master planning and design services, and served as a trusted Owner's Representative for large-scale recovery projects. We have established good working relationships with senior local, State, and FEMA personnel, as well as with CRC teams and understand how to collaborate with them and challenge them successfully, as appropriate. We keep track of the current status of virtually every recovery project we are involved with, what the next steps and risks are for each, and precisely what is needed to resolve issues and expedite implementation. We have been able to handle and win tough negotiations without damaging client relationships with funding agencies.

Some highlights of our FEMA PA and HMA experience and expertise include:

- Developing more than **80,000 FEMA PA project applications (formerly called Project Worksheets)** and obtaining and administering more than **\$40 billion in PA funding**.
- Documenting and administering **thousands of hazard mitigation projects valued at more than \$3.5 billion**.
- Managing more than **\$100 million in mitigation implementation** for residential mitigation, drainage, retrofit, etc.-type projects.
- Advising more than 100 grants management clients on administering over **\$15 billion** in COVID-19-related funding.

We are especially proud of our recent success and ongoing work helping the USVI secure and execute **more than \$14 billion in FEMA PA, Mitigation, and HUD CDBG-DR recovery funding since 2017**. Our team engineered and implemented numerous programs to assist the island territory as it managed





its recovery from the devastating impacts of Hurricanes Irma and Maria. This work has included the execution of PA, HMGP, CDBG-DR, Shelter, emergency housing repair, and highway programs. We are now beginning support for construction management and continuing to work multiple mitigation programs to make the USVI more resilient against future storms.

***We help our clients easily satisfy the inevitable audits from the Office of Inspector General (OIG).*** Many times, OIG audits are performed long after the public officials who managed the recovery have moved on to other responsible positions. A qualified and experienced consultant will foresee this and other challenging situations that require intuitive thinking.

***We have unparalleled success in BBA implementation.*** We know the intricacies of the BBA law and FEMA's BBA Policy and have a strong track record of success in implementation.

- We assisted our clients in achieving FEMA approval of six BBA Industry Standards (water, wastewater, healthcare, education, communications, and emergency services).
- We helped one client win approval of 190 Replacement facilities so far, including 174 as BBA Prudent Replacement or BBA Modified 50% Rule Replacements, notably hospitals, clinics, homes for the aged, schools, water, and wastewater systems including reversing FEMA's determination on several high-priority projects.

***We achieved success on 428 projects to get Fixed Cost Offers that meet or exceed our clients' expectations.***

- For one client, to date we have supported a total of 176 Section 428 projects through Fixed Cost Offers, including 165 that are already obligated.
- We are currently working on the remaining 77 Section 428 projects, most of which are in FEMA's Grants Portal with projected SOWs and Cost Estimates for FEMA validation.
- We have a team of the very best Cost Estimators in the business who have convinced FEMA thus far to add a cumulative additional \$1.83 billion to 428 projects.

***We have supported our clients with extremely successful hazard mitigation programs.*** We helped convince FEMA to waive the Local Cost Share of the HMGP for the first and only time in FEMA history. We helped justify several program application submittal extensions and ensured all FEMA reporting and submission requirements were met on time for each of the extensions.

- We have added billions of dollars to 406 Hazard Mitigation funds through the FEMA PA program.
- For one jurisdiction of 100,000 residents, we developed a global benefit-cost analysis (BCA) providing a pool of \$2.3 billion, which has enabled a local electric authority to install thousands of disaster-resilient composite poles and underground powerlines in key areas.
- Through close coordination of Mitigation and PA staff, we have added hundreds of millions in 406 Hazard Mitigation funds through the FEMA PA program with hundreds of millions of additional 406 Mitigation funds in development.

***We won HUD's confidence in the early stages of CDBG-DR work.***

- We completed initial HUD CDBG-DR Action Plans and substantial amendments ahead of schedule and gained HUD approval with minimal comments.



- We convinced HUD to increase the CDBG-DR/MIT allocations to one of our clients by \$200 million by proving the high cost of construction.
- We convinced HUD to increase our client's CDBG-DR allocation by hundreds of millions by proving the high cost of construction due to their remote location.

***We have a long history of supporting applicants in Florida.*** Beginning with Hurricane Charley's impact on Southwest Florida in 2004, we have supported almost 50 Florida clients across 16 counties, 3 utilities, 2 school boards, 2 hospitals, and 24 municipalities.

- Our experience providing cost-recovery services in Florida working with FEMA Region IV, FDEM, and FDOT has afforded us an ***understanding of how the grants recovery process works in Florida and who the key stakeholders are, as well as the ability to work with the contractor community that supports the state-level agencies.***
- Furthermore, as former contracted FDEM employees, we have been trained in using the site ***www.floridapa.org*** and can support the University's staff with quarterly reporting, requests for reimbursements, supporting documentation, etc.

**Exhibit 3** provides a snapshot of our success managing projects focused on mitigation and disaster recovery grants management and cost-recovery services nationwide—starting with our engagements in Florida—further validating our ability to deliver.

### ***Exhibit 3: Client Success Stories Through Federal Disaster Recovery Funding***

Client	Funds/Grants Managed
State of Florida	\$4 billion in PA and HMA funding
School Board of Broward County	\$70.0 million in PA funding
City of Miami, Florida	\$34.1 million in PA funding
Hillsborough County, Florida	\$19.4 million in PA funding
City of Coral Gables, Florida	\$13.9 million in PA funding
City of Davie, Florida	\$11.7 million in PA funding
Indian River County, Florida	\$10.0 million in PA funding
City of Orlando, Florida	\$8.8 million in PA funding
City of Pompano Beach, Florida	\$5.8 million in PA funding
City of Southwest Ranches, Florida	\$4.5 million in PA funding
City of Oakland Park, Florida	\$2.7 million in PA funding

### The Witt O'Brien's Team Difference

#### EXPERIENCE

- Florida FEMA PA Since 2004
- \$40B in FEMA Funding
- \$4B+ in Florida FEMA PA Funding
- 29 Florida Agencies with FEMA PA

#### RESOURCES

- Key Staff with 20+ Years Average Experience
- Currently on the Ground Supporting Hurricane Ian Response + Recovery

Client	Funds/Grants Managed
Territory of USVI	\$15 billion in FEMA PA and HMA, and HUD CDBG-DR funding
State of Louisiana	\$14 billion in PA funding and \$2 billion in HMA funding
State of Texas	\$2.2 billion in ERAP and HAF funding
States of Iowa and Indiana	\$1.5 billion in PA and HMA funding
King County, Washington	\$1.2 billion in PA, CARES Act, ERAP, and ARPA funding
State of Kansas	\$1 billion in PA, CARES Act, CDBG-CV, ERAP, and HAF funding
State of New Jersey	\$950 million in PA and HMA funding
University of Texas Medical Branch	\$675 million in PA and HMA funding
State of New York	\$539 million in HAF funding
State of West Virginia	\$400 million in ERAP, ARPA, and HAF funding
City of Galveston, Texas	\$300 million in PA and HMA funding
Minnesota Housing	\$298 million in ERAP funding
City of Houston, Texas	\$200 million in PA and HMA funding
Jefferson County, Alabama	\$115 million in COVID-19 funding (CARES)

### Experience Supporting Universities and Other Educational Organizations

As previously discussed, over the past two decades, Witt O'Brien's has provided support to clients across the nation in all phases of the emergency management cycle which allows for a thorough understanding of best practices and effective approaches to providing financial recovery management services to our clients. We have served more than 25 university and educational organization clients in various emergency management consulting capacities, as demonstrated in **Exhibit 4**.

#### *Exhibit 4: Emergency Management Experience for University and Educational Organizations*

Client	Project(s)	Period of Performance
Auburn University	Hazard Mitigation Plan	2015 – 2016
Baylor University	Emergency Management Workshop and Tabletop Exercise	2010 – 2012
Broward County School Board	Grants Management Consulting (FEMA PA), Comprehensive Emergency Management Planning, Debris Monitoring	2008 – Present
California State University	Ongoing Relationship of 22 Years Reflects a Variety of Services/Projects (Emergency Management Planning, Training, & Exercises)	2001 – Present
CalTech	Grants Management Consulting (FEMA PA)	2020 – 2022
Eastern Virginia Medical School	Emergency Management Plans and Program Development	2010
Joplin School District	Grants Management Consulting (FEMA PA)	2012 – 2018
Lafayette Parish School System	Grants Management Consulting (FEMA PA & HMGP)	2017 – 2021
Marshall University	Continuity of Operations Planning	2017 – 2020



Client	Project(s)	Period of Performance
Montana State University - Bozeman	Emergency Preparedness Plan, Review of Plan, Training and Exercise	2013 – 2014
New York University	Emergency Planning, Training, and Exercising	2004
Norman Public Schools (OK)	Grants Management Consulting (FEMA PA)	2020
Northwestern University	Emergency Operations Planning	2006
Ottawa Elementary School District	Grants Management Consulting (FEMA PA)	2009
San José Evergreen Community College District	Grants Management Consulting (FEMA PA)	2020 – 2021
Seton Hall University	Continuity of Operations Planning	2011 – 2012
Texas A&M University	Commission to Rebuild Texas, Consulting	2017
Tulare University	Hazard Mitigation Plan	2010 – 2012
University of Alabama in Huntsville	Post-Incident Assessment of Crisis Communications and Emergency Notification Systems and Procedures	2010
University of California, Santa Barbara	Post-Incident Assessment and After-Action Report	2014
University of Florida	Comprehensive Emergency Management Plan Development	2011 – 2012
University of Louisiana at Lafayette	Disaster-Resistant University Hazard Mitigation Plan	2009
University of Louisiana at Monroe	Hazard Mitigation Plan	2014
University of Miami	Emergency Notification System Assessment	2013
University of Minnesota	Disaster-Resistant University Hazard Mitigation Plan and THIRA	2015 – 2016
University of North Carolina System	Grants Management Consulting (FEMA PA) and Emergency Preparedness Assessment	2020 – 2022
University of North Florida	Multi-Institutional Functional Exercises	2009
University of Pennsylvania	Mission Continuity Program Development	2008
University of Rhode Island	Emergency Services Resource Assessment	2010
University of Texas Medical Branch	Grants Management Consulting (FEMA PA & HMA), Hazard Mitigation Plan	2008 – Present
Vincennes University	Grants Management Consulting (FEMA PA)	2020 – 2021

## A.2 CLIENTS LOCATED IN HIGH-RISK AREAS

**ITN Requirement: Provide a list of client accounts or contracts, if any, which are located in hurricane/severe weather prone areas of the United States.**

Witt O'Brien's provides services that are useful for all types of disasters throughout all phases of emergency management including the areas of preparedness, response, recovery, and mitigation. The basis and need for the services that we provide to the majority of local government clients is due to their being located in a disaster-prone area of the country, which is widespread. The contracts we hold



are located in East and Gulf coastal areas prone to tropical and hurricane events; West coastal areas prone to earthquakes, flooding, and fires; Central country areas prone to flooding and tornado events, and in the Northern areas prone to winter and ice storms.

Please refer to **Exhibit 6** in Section A.3.2 for a comprehensive listing of clients for whom we have provided similar services in the past five years.

***Exhibit 5: Experience Providing Emergency Management Consulting Across the U.S. and Florida***



### A.3 REFERENCES & LIST OF SIMILAR PROJECTS

***ITN Requirement: Provide a list containing a minimum of three client accounts or contracts which have encompassed a Scope of Work (SOW) or Scope of Service (SOS) similar to the SOW's included in this ITN and completed within the last five (5) years. Each contract should include the total contract value. Include the organization, contact name and telephone number, plus length of the service at each client.***

#### A.3.1 CLIENT REFERENCES FOR SIMILAR WORK

Our expertise and proficiency, as related to the Scope of Services in the ITN, is demonstrated in the reference projects that follow, as our work for these clients closely mirrors the services you have requested. ***We encourage you to reach out to our references to confirm our commitment to providing quality, timely, and efficient services that achieve the outcomes needed and help our clients make a difference for their communities.***

**WITT O'BRIEN'S****ambipar**  
response**University of North Carolina System – FEMA PA Support for COVID-19****Reference Information:**

Point of Contact: Ed Purchase, Director of University Public Safety Operations & Clery Act Training Coordinator

Address: 140 Friday Center Drive, Chapel Hill, NC 27517

Phone: (919) 962-4597 | Email: [erpurchase@northcarolina.edu](mailto:erpurchase@northcarolina.edu)

**Period of Performance:** 2020-2022

**Contract Value:** \$400,000

In 2020, Witt O'Brien's was contracted by the UNC System to support the System Office and affiliated organizations as well as its 17-member campuses with navigating the complexities of COVID-19 and all of the Federal funding streams that were made available to them. This support included coordinating the program eligibility and available funding from FEMA PA, the Higher Education Emergency Relief Funding from the U.S. Department of Education, and the Coronavirus Relief Fund allocation from the State of North Carolina as distributed by the U.S. Treasury.

We have a team of specialists assigned to each of the System entities to support with every activity from technical advisory support to population of projects in the FEMA Grants Portal, and allocation of expenses to the State and the Department of Education for required reporting and audits. Additionally, we have supported ongoing cost reimbursement of vaccination efforts directly from the North Carolina Department of Public Safety. To date, these efforts have resulted in the recovery of just over \$400k in Vaccine Support costs from the State of North Carolina from their FEMA Vaccine Support allocation and almost \$13 million in direct FEMA PA reimbursement for costs such as PPE, cleaning and sanitization, social distancing measures, and community testing support.

Two projects have been completed for the UNC System. One is a system preparedness evaluation and the other is FEMA PA Support for COVID-19.

**City of Orlando, Florida – Emergency Management and Disaster Recovery Efforts****Reference Information:**

Point of Contact: Michelle McCrimmon, CPA Deputy Chief Financial Officer

Office of Business and Financial Services

Address: 400 South Orange Ave, Orlando, FL 32801

Phone: (407) 246-2142 | Email: [michelle.mccrimmon@orlando.gov](mailto:michelle.mccrimmon@orlando.gov)

**Period of Performance:** 2004 – Present

**Contract Value:** \$586,100

Witt O'Brien's and our legacy firm (Witt Associates) have supported the City of Orlando's (the City's) emergency management and disaster recovery efforts since 2004. We are presently one of the vendors contracted under the Executive-Level Disaster Consulting Services contract to support the City with comprehensive homeland security and emergency management consulting services designed to address strategic preparedness, mitigation, response, and recovery efforts.

Witt O'Brien's was originally engaged by the City to provide cost-recovery support services dating back to the 2004 Florida Hurricanes Charley, Frances, and Jeanne. Our original tasks included recovery grants management and FEMA project applications preparation assistance.





We were subsequently engaged by the City in 2015 to support the FEMA appeals process related to insurance de-obligations sustained during the U.S. DHS OIG audits and evaluations of all Florida Applicants from the 2004 and 2005 storm events. Moreover, we provided additional expert-level support to the City's Solid Waste Division in preparation for the City's disaster debris hauling ITN and the resulting contract with the awarded vendor in 2016.

Our team was called on again to assist with grants management support including coordination with departments, documentation collection, project preparation, and project submittal to FEMA for damages resulting from Hurricane Matthew in 2016 and Hurricane Irma in 2017. These named events resulted in a combined total of approximately \$8.8 million in damages obligated in projects. The Hurricane Irma efforts also involved supporting and enabling the City to navigate the new FEMA PA delivery model for project applications preparation using the FEMA Grants Portal for the first time. We also successfully appealed against the denial of a time extension for management costs for both Witt O'Brien's and internal staff, based on successful presentation of FEMA policy guidelines.

After Hurricane Ian made landfall in September 2022, the City engaged Witt O'Brien's in support of their disaster recovery and grants management efforts related to over \$23 million in water reclamation system damages. This event brought unprecedented rain, which led to flooding throughout the City that impacted various infrastructure elements. The infrastructure damage combined with the standard disaster-related debris removal and emergency protective measures that were required totaled in excess of \$26 million in anticipated damages to be submitted to FEMA for funding.

### **Town of Ponce Inlet, Florida – FEMA PA Support and Disaster Recovery Efforts**

#### **Reference Information:**

Point of Contact: Kim McColl, Finance Director

Address: 4300 S. Atlantic Ave, Ponce Inlet, FL 32127

Phone: (386) 236-2150 | Email: [kmccoll@ponce-inlet.org](mailto:kmccoll@ponce-inlet.org)

**Period of Performance:** 2016 – Present

**Contract Value:** \$380,000



Witt O'Brien's has assisted the Town of Ponce Inlet on multiple disaster recovery engagements. We have provided disaster debris monitoring and FEMA PA technical services since 2016. Following Hurricane Matthew, we monitored the removal of over 12,000 CY of vegetative, mixed, and construction & demolition (C&D) debris, and prepared project applications for debris, emergency measures, and facility damages totaling nearly \$285,000. We provided assistance again after Hurricane Irma in 2017 using the new FEMA Grants Portal, preparing project applications for debris removal, emergency protective measures, and street sign replacement totaling \$95,000.

Currently we are providing technical advisory support to the Town for their allocation of the American Rescue Plan Act (ARPA) funding related to COVID-19. Additionally, we are assisting the Town in their recovery from Hurricane Ian's impacts from September 2022 in the areas of disaster debris monitoring and FEMA PA support. The Town incurred damages totaling approximately \$600k related to debris removal, emergency measures, and permanent restoration.



**A.3.2 LIST OF SIMILAR PROJECTS**

References for the projects listed in **Exhibit 6** can be provided upon additional request. Please note that due to the timeframe of projects required, client personnel who are familiar with our work may no longer be employed by the agency.

***Exhibit 6: Comprehensive Listing of Contracts Involving Similar Services (Past Five Years)***

State	Client	Event	Relevant Services Provided	Period of Performance
AL	Alabama Emergency Management	SALLY, ZETA, COVID	Public Assistance / Hazard Mitigation	2021-2023
AL	Jefferson County	COVID-19	Public Assistance	2020-2023
CA	Beverly Hills, City of	COVID-19	Public Assistance	2022-2025
CA	Cal OES-Gov Office of Emergency Mgmt.	STANDBY	Public Assistance / Hazard Mitigation	2018-2019
CA	California State University	COVID-19	Public Assistance	2020-2023
CA	CalTech (California Institute of Technology)	COVID-19	Public Assistance	2020-2021
CA	Culver City, City of	COVID-19	Public Assistance	2020
CA	San José Evergreen Comm College	COVID-19	Public Assistance	2020-2022
CA	San José, City of	COVID-19	Public Assistance	2020-2021
CA	Santa Clara, City of	STANDBY	Public Assistance / Hazard Mitigation	2020-2023
FL	Bay Medical Center Board of Trustees	MICHAEL	Public Assistance / Hazard Mitigation	2019-2024
FL	Charlotte County	IAN	Public Assistance / Hazard Mitigation	2022-2023
FL	Clay County	COVID-19	Public Assistance	2020-2021
FL	Clay County Utility Authority	N/A	Public Assistance / Hazard Mitigation	2017-2022
FL	Clay Electric Coop	IRMA, IAN, NICOLE	Public Assistance / Hazard Mitigation	2019-2023
FL	Coral Gables, City of	IRMA	Public Assistance	2020-2023
FL	Coral Springs, City of	KATRINA, WILMA, IRMA, COVID-19	Public Assistance / Hazard Mitigation	2020-2026
FL	Davie, Town of	MATTHEW, IRMA, COVID-19	Public Assistance	2017-2027
FL	Daytona Beach, City of	STANDBY	Public Assistance	2023-2026
FL	Diocese of Venice	IRMA	Public Assistance / Hazard Mitigation	2017-2018
FL	Doral, City of (Contracted as City Council of the City of Doral)	STANDBY	Public Assistance / Hazard Mitigation	2021-2024
FL	Edgewater, City of	MATTHEW, IRMA, DORIAN, IAN	Public Assistance / Hazard Mitigation	2019-2023
FL	Fernandina Beach, City of	MATTHEW, IRMA	Public Assistance / Hazard Mitigation	2017-2023

State	Client	Event	Relevant Services Provided	Period of Performance
FL	Florida Keys Electric Cooperative Associations	IRMA	Public Assistance / Hazard Mitigation	2018-2020
FL	Gainesville Regional Utilities	N/A	Public Assistance	2021-2024
FL	Hernando County	COVID-19	Public Assistance	2019-2023
FL	Hillsborough County	IRMA	Public Assistance / Hazard Mitigation	2017-2019
FL	Indian River County	DORIAN, COVID-19	Public Assistance	2019-2022
FL	Key Biscayne, Village of	IRMA, COVID-19	Public Assistance	2022-2025
FL	Lauderdale by-the-Sea, Town of	IRMA	Public Assistance	2020-2025
FL	North Broward Hospital District (dba Broward Health)	COVID-19	Public Assistance	2022-2025
FL	North Lauderdale, City of	IRMA	Public Assistance	2015-2025
FL	Oakland Park, City of	COVID-19	Public Assistance / Hazard Mitigation	2016-2025
FL	Ocala, City of	STANDBY	Public Assistance / Hazard Mitigation	2022-2023
FL	Ocean Reef Community Association	N/A	Public Assistance / Hazard Mitigation	2020
FL	Orlando, City of	MATTHEW, IRMA, IAN	Public Assistance / Hazard Mitigation	2017-2025
FL	Pinellas County	COVID-19	Public Assistance	2020-2025
FL	Pompano Beach, City of	MATTHEW, IRMA, DORIAN, COVID, IAN	Public Assistance	2020-2025
FL	Ponce Inlet, Town of	MATTHEW, IRMA, IAN	Public Assistance / Hazard Mitigation	2015-2023
FL	School Board of Broward County	FRANCES, JEANNE, KATRINA, WILMA, MATTHEW, IRMA, DORIAN, COVID-19, IAN	Public Assistance	2008-2024
FL	Seminole County	STANDBY	Public Assistance / Hazard Mitigation	2020-2023
FL	South Broward Hospital District (dba Memorial Healthcare System)	COVID-19	Public Assistance	2019-2023
FL	Southwest Ranches, Town of	COVID-19	Public Assistance	2021-2027
FL	St. Augustine, City of	STANDBY	Public Assistance	2021-2023
FL	Tampa, City of	IAN	Public Assistance / Hazard Mitigation / Response	2022-2025
FL	Venice, City of	IAN	Public Assistance / Hazard Mitigation	2020-2023
FL	Wakulla County	STANDBY	Public Assistance / Hazard Mitigation	2019-2022
GA	Archbold Medical Center	COVID-19	Public Assistance	2020-2024



State	Client	Event	Relevant Services Provided	Period of Performance
GA	Savannah, City of	MATTHEW, IRMA	Public Assistance / Hazard Mitigation	2017-2024
GA	Shepherd Center	COVID-19	Public Assistance	2021
GA	Upson Regional Medical Center	COVID-19	Public Assistance	2020-2023
IA	Pottawattamie County	COVID-19	Public Assistance	2020-2023
IA	State of Iowa Finance Authority	COVID-19	Public Assistance	2021
ID	Boston Consulting Group (State of Idaho)	COVID-19	Public Assistance	2020-2021
IL	Edward-Elmhurst Health	COVID-19	Public Assistance	2020
IN	Indiana, State of	FLOODING	Public Assistance	2015-2019
IN	Vincennes University	COVID-19	Public Assistance	2020
KS	Kansas, State of (Department of Health and Environment)	COVID-19	Public Assistance	2022-2023
LA	Lafayette Parish Schools	COVID-19	Public Assistance / Hazard Mitigation	2020
LA	Port of South Louisiana	IDA	Public Assistance / Hazard Mitigation	2022-2023
MA	Massachusetts Emergency Management Agency	STANDBY	Public Assistance / Hazard Mitigation	2018-2022
MA	Roman Catholic Bishop of Springfield	FLOODING	Public Assistance / Hazard Mitigation	2017-2019
MD	Anne Arundel County	COVID-19	Public Assistance	2021-2022
MD	Erickson Living	COVID-19	Public Assistance	2020-2023
MD	Frederick County	COVID-19	Public Assistance	2021-2021
MD	Montgomery County	COVID-19	Public Assistance	2019-2024
ME	Maine General Health	COVID-19	Public Assistance	2020-2021
NC	Havelock, City of	FLORENCE, ISAIAS, COVID-19	Public Assistance / Hazard Mitigation	2018-2021
NC	Morehead City	DORIAN, COVID-19, ISAIAS	Public Assistance / Hazard Mitigation	2018-2022
NC	New Bern Housing Authority	FLORENCE	Public Assistance	2022-2023
NC	New Hanover Regional Medical Care	COVID-19	Public Assistance	2020-2021
NC	Pine Knolls Shores, Town of	FLORENCE	Public Assistance / Hazard Mitigation	2021-2023
NC	University of North Carolina System	COVID-19	Public Assistance	2020-2022
ND	North Dakota, State of	STANDBY	Public Assistance / Hazard Mitigation	2020-2023
NJ	Berkeley, Township of	SANDY, WINTER STORM	Public Assistance	2019-2020

State	Client	Event	Relevant Services Provided	Period of Performance
NJ	East Dover Fire Company #4	SANDY	Public Assistance / Hazard Mitigation	2019-2023
NJ	Englewood Housing Authority	IDA	Public Assistance / Hazard Mitigation	2021-2023
NJ	Greenwood House	COVID-19	Public Assistance	2022-2023
NJ	New Jersey, State of	SANDY	Public Assistance / Hazard Mitigation	2018-2019
NJ	Ocean County	COVID-19	Public Assistance	2021
NJ	Toms River Fire Department	SANDY, WINTER STORM, COVID-19	Public Assistance / Hazard Mitigation	2015-2023
NJ	Toms River, Township of	SANDY, COVID-19, ORLENA	Public Assistance / Hazard Mitigation	2012-2023
NM	State of New Mexico Department of Homeland Security and Emergency Management	N/A	Hazard Mitigation	2023
NY	Albany Medical Center	COVID-19	Public Assistance	2020-2023
NY	Amsterdam Continuing Health System	COVID-19	Public Assistance	2020-2023
NY	Amsterdam Nursing Home Corp	COVID-19	Public Assistance	2020-2023
NY	Bishop's Commons Inc	COVID-19	Public Assistance	2021-2023
NY	Cobble Hill Health Center	COVID-19	Public Assistance	2022-2023
NY	Metropolitan Jewish Health System	COVID-19	Public Assistance	2020-2021
NY	Miriam Osborn Memorial Home Assoc	COVID-19	Public Assistance	2020-2023
NY	Rebekah Rehab and Extended Care Center	COVID-19	Public Assistance	2021-2023
NY	Rebekah Rehab Assisted Living Program Inc.	COVID-19	Public Assistance	2021-2023
NY	Richmond Univ Medical Center	COVID-19	Public Assistance	2020-2023
NY	St. Francis Hospital	COVID-19	Public Assistance	2021-2023
NY	St. John's Episcopal Hospital	COVID-19	Public Assistance	2020
NY	St. Luke Health Services	COVID-19	Public Assistance	2020-2023
NY	Suffolk County	COVID-19	Public Assistance	2020-2023
NY	Village Care	COVID-19	Public Assistance	2021-2022
NY	Weill Cornell	COVID-19	Public Assistance	2020
OK	Independent School District I-N29 d/b/a Norman Public Schools	COVID-19	Public Assistance	2020
OK	Integrus Health System	COVID-19	Public Assistance	2020-2021
OR	Consumers Power Inc Coop	WILDFIRE	Public Assistance / Hazard Mitigation	2021-2024



State	Client	Event	Relevant Services Provided	Period of Performance
OR	Lane County	COVID-19	Public Assistance	2022-2025
PA	Delaware County	COVID-19	Public Assistance	2020-2023
PA	Montgomery County	IDA, COVID-19	Public Assistance / Hazard Mitigation	2022-2023
PA	Upper Dublin Township	IDA	Public Assistance / Hazard Mitigation	2022-2023
Puerto Rico	Juana Diaz, PR	IRMA, MARIA	Public Assistance / Hazard Mitigation	2017-2019
TN	Tennessee, State of, Emergency Management	COVID-19, MULTIPLE DISASTER CLOSEOUTS, FLOODING	Public Assistance / Hazard Mitigation	2022-2025
TX	Board of Trustees of the Galveston Wharfs	IKE, HARVEY	Public Assistance / Hazard Mitigation	2017-2021
TX	Clear Brook MUD	HARVEY	Public Assistance / Hazard Mitigation	2017-2020
TX	Fort Bend County Levee Improvement Dist. 15	HARVEY	Public Assistance / Hazard Mitigation	2017-2020
TX	Fort Bend County Levee Improvement Dist. 19	HARVEY	Public Assistance / Hazard Mitigation	2017-2020
TX	Galveston County Health District	COVID-19	Public Assistance	2021-2023
TX	Kerr, City of	COVID-19	Public Assistance	2020-2021
TX	Kerrville, City of	COVID-19	Public Assistance	2020
TX	Sheldon Independent School District	HARVEY	Public Assistance / Hazard Mitigation	2020-2021
TX	Sienna Plantation Levee Improvement District	HARVEY	Public Assistance / Hazard Mitigation	2017-2019
TX	University of Texas Medical Branch (UTMB)	IKE	Public Assistance / Hazard Mitigation	2009-2023
USVI	Virgin Islands Public Finance Authority	IRMA, MARIA	Public Assistance / Hazard Mitigation / CDBG	2015-2022
VA	Gloucester County	N/A	Hazard Mitigation	2022-2023
VA	Norfolk, City of	COVID-19	Public Assistance	2020-2023
VA	Virginia Division of Emergency Management (VDEM)	STANDBY	Public Assistance	2015-2022
VI	Love City Strong	COVID-19	Public Assistance	2020
WA	King County	COVID-19, PAST DISASTER CLOSEOUTS	Public Assistance	2020-2024
WA	Snohomish County	COVID-19	Public Assistance	2021-2023

#### A.4 CANCELLED CONTRACTS

***ITN Requirement: Provide a list of all client accounts or contracts which have been cancelled or lost through early termination within the last five (5) years. Include the organization, contact name and telephone number, plus length of the service at each client.***

Within the last five (5) years, Witt O'Brien's has had no client accounts or contracts which have been cancelled or lost through early termination.

*The remainder of this page is intentionally left blank.*



# SECTION B:

## Qualifications of the Proposer

WITH YOU WHEN IT COUNTS

WITT O'BRIEN'S  
**ambipar**<sup>®</sup>  
*response*

## B. QUALIFICATIONS OF THE PROPOSER – DISASTER MGMT. CONSULTANT SERVICES

### B.1 LICENSES

**ITN Requirement:** *Include all pertinent licenses for the services for which they are submitting.*

Although many of our staff hold professional licenses in their subject matter areas of expertise such as Professional Engineer, Certified Public Accountant, Project Management Professional, Flood Plain Manager, Certified Emergency Manager to name a few, no licenses are required to perform Disaster Management Consultant Services.

### B.2 CERTIFICATIONS

**ITN Requirement:** *Include all certifications which are applicable to the proposal for which is being submitted.*

No specific certifications are required to perform Disaster Management Consultant Services; however, our proposed team does hold several certifications that add to the value and ability of our team. The Witt O'Brien's team has the professional skills, certifications, training, and education to complement their real-world, hands-on experience and training and exercise expertise. **Exhibit 7** lists the relevant credentials of our key personnel that support their ability to perform this work. The certifications in management and leadership are augmented by those in multiple aspects of emergency management and grants management—a strong combination that provides the knowledge and expertise to expertly augment and support the University.

#### ***Exhibit 7: Summary of Professional Skills and Credentials of the Project Team***

Key Personnel & Role on Project	Professional Credentials and Education
<b>Rachel Ingle, CEM</b> <b>Principal in Charge</b>	<p><b>Education:</b> BS, Emergency Management and Homeland Security, Jacksonville State University; AAS, Disaster Preparedness, Community College of the Air Force</p> <p><b>Training &amp; Certifications:</b> Certified Emergency Manager (CEM), International Association of Emergency Managers; Certified Texas Emergency Manager (TEM), Emergency Management Association of Texas; Executive Leadership Certificate, Leadership in Crisis, Harvard University; National Emergency Response and Rescue Training Center; WMD Terrorism Awareness for Emergency Responders; North Atlantic Treaty Organization NBC Defense Course: I-70-A-01; U.S. Army Chemical School: Toxic Agent Training; U.S. Air Force Readiness Apprentice Course and CBRNE Key Leader's Course; FEMA PDS and APDS</p>
<b>Valarie Philipp, PE</b> <b>Project Supervisor (FEMA PA)</b>	<p><b>Education:</b> MSCE Structural Engineering, University of Florida; BS, Civil Engineering, University of Florida</p> <p><b>Training &amp; Certifications:</b> Professional Engineer (PE): Florida and Georgia; FEMA Classroom Training: Operations I, Cost Estimating Format, G-202 – Debris Management; FEMA EMI Courses: IS-008, IS-056, IS-100, IS-156, IS-200, IS-253, IS-279, IS-300, IS-318, IS-340, IS-386, IS-393, IS-400, IS-403, IS-547, IS-613, IS-631, IS-632, IS-700, IS-800, IS-801, IS-803, and more</p>




Key Personnel & Role on Project	Professional Credentials and Education
<b>Erin Buchanan, CFM</b> <b>Project Supervisor (HMGP)</b>	<b>Education:</b> BA, International Relations and Affairs, Minor – French, Marshall University <b>Training &amp; Certifications:</b> Certified Floodplain Manager (CFM); FEMA Classroom Training: DF-100, DF-105, DF-106, DF-109, DF-120, DF-128, DF-219, DF-228, DF-304, DF-305, DF-308, DF-310, DF-319, DF-416, DF-418, DF-420, DF-421, DF-434, DF-435, DF-437, DF-500, DF-505, DF-506, DF-507, E-253, E-273, E-276, E-842, L-273, L-386, L-701, IS-001, IS-003, IS-005, IS-007, IS-008, IS-010, IS-011, IS-015, IS-022, IS-036, IS-055, IS-100, IS-111, IS-120, IS-139, IS-200, IS-208, IS-212, IS-230, IS-235, IS-240, IS-241, IS-242, IS-244, IS-253, IS-271, IS-275, IS-288, IS-279, IS-292, IS-318, IS-324, IS-362.A, IS-393, IS-394, IS-395, IS-546, IS-547, IS-630, IS-632, IS-650, IS-700, IS-775, IS-800, IS-814, IS-870
<b>LaTosha Reiss, CEM</b> <b>Project Coordinator / Disaster Recovery Specialist</b>	<b>Education:</b> BS, Business Administration Management, Western Governors University <b>Training &amp; Certifications:</b> Certified Emergency Manager (CEM), International Association of Emergency Managers
<b>Joseph Berman</b> <b>Project Coordinator / Insurance and Closeout Specialist</b>	<b>Education:</b> BA, Risk Management and Insurance, Florida State University <b>Training &amp; Certifications:</b> Professional Insurance Agents, Florida Association of Insurance Agents; Florida Property and Casualty Agent's License; FEMA Classroom Training: E0201 (Debris Technical Specialist), E214 (Unified Hazard Mitigation Assistance: Project Implementation and Programmatic Closeout), E0480 (PA Cost Estimating Format), FEMA National Emergency Management Information System (NEMIS), FEMA Emergency Management Mission Integrated Environment (EMMIE)
<b>Kristen Martin, CFM, AEM</b> <b>Project Coordinator / Mitigation Specialist</b>	<b>Education:</b> MA, Disaster Management, Florida International University; BA, Environmental Studies, Hawaii Pacific University <b>Training &amp; Certifications:</b> Certified Floodplain Manager (CFM) Association of State Floodplain Managers; Associate Emergency Manager (AEM), International Association of Emergency Managers; NDPTC AWR-356 Community Planning for Disaster Recovery; FEMA Professional Development Series (PDS); FEMA G-393 Mitigation for Emergency Managers; FEMA G-235 Emergency Planning; FEMA L-146 Homeland Security Exercise and Evaluation Program (HSEEP); FEMA E-273 Managing Floodplain Development Through the NFIP
<b>Danielle Stewart</b> <b>Administrative Support / Data Entry</b>	<b>Education:</b> BA, Business Administration and Management, Texas Southern University <b>Training &amp; Certifications:</b> Certified Clinical Medical Assistant (CCMA), National Health Care Associates, Basic Life Support (BLS) American Red Cross
<b>Martha Posey</b> <b>Administrative Support / Data Entry</b>	<b>Education:</b> BSBA in Business Administration, University of South Alabama <b>Training &amp; Certifications:</b> Seminars for Professional Accountants; AICPA Statement of Position Single Audits; FASB and SAS Review; Audits of Housing and Urban Development

WITT O'BRIEN'S

ambipar<sup>®</sup>  
response**B.3 EVIDENCE OF INSURABILITY**

**ITN Requirement: Provide evidence of insurability in accordance with the requirements of this proposal.**

Witt O'Brien's is in compliance with the insurance requirements outlined in the ITN and will maintain the required coverage throughout the duration of the contract. We have included a sample insurance certificate on the following pages. Additional information can be provided upon further request.

ACORD <sup>®</sup>		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 11/02/2022		
<p>THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.</p> <p><b>IMPORTANT:</b> If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).</p>						
<b>PRODUCER</b> Valent Group, LLC 3500 Blue Lake Drive, Ste 120 Birmingham AL 35243			<b>CONTACT</b> NAME: Seth Stone PHONE (A/C No, Ext): (205) 262-2700 FAX (A/C No): (205) 262-2701 E-MAIL: sstone@valentgroup.com ADDRESS:			
<b>INSURED</b> Witt O'Brien's, LLC O'Brien's Response Management, LLC 818 Town & Country Blvd, Suite 200 Houston TX 77024			<b>INSURER(S) AFFORDING COVERAGE</b> INSURER A: Steadfast Insurance Company NAIC #: 26387 INSURER B: Zurich American Ins Co 16535 INSURER C: INSURER D: INSURER E: INSURER F:			
<b>COVERAGES</b>		<b>CERTIFICATE NUMBER:</b> 2022 COI		<b>REVISION NUMBER:</b>		
<p>THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.</p>						
INSUR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> Professional Liability (see attached) <input checked="" type="checkbox"/> Pollution Liability (see attached) GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		GPL8713651	10/24/2022	08/11/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ DED <input checked="" type="checkbox"/> RETENTION \$ 0
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY		BAP8713644-01	10/24/2022	08/11/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ DED <input checked="" type="checkbox"/> RETENTION \$ 0
A	<b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0		SXS8598576-00	10/24/2022	08/11/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ DED <input checked="" type="checkbox"/> RETENTION \$ 0
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NIT) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/> N/A	WC 8713648-00	10/24/2022	08/11/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E L EACH ACCIDENT \$ 1,000,000 E L DISEASE - EA EMPLOYEE \$ 1,000,000 E L DISEASE - POLICY LIMIT \$ 1,000,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)						
<b>CERTIFICATE HOLDER</b>			<b>CANCELLATION</b>			
Informational Purposes Only			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.			
			AUTHORIZED REPRESENTATIVE 			
ACORD 25 (2016/03) The ACORD name and logo are registered marks of ACORD © 1988-2015 ACORD CORPORATION. All rights reserved.						



**WITT O'BRIEN'S****ambipar**  
response

AGENCY CUSTOMER ID: \_\_\_\_\_

LOC #: \_\_\_\_\_

**ADDITIONAL REMARKS SCHEDULE**

Page \_\_\_\_ of \_\_\_\_

AGENCY Valent Group, LLC		NAMED INSURED Witt O'Brien's, LLC	
POLICY NUMBER			
CARRIER	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS****THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,****FORM NUMBER:** 25 **FORM TITLE:** Certificate of Liability Insurance: Notes

Additional Coverage Information:

General Liability policy includes the following:

Professional Liability - Claims Made

Each Claim Limit: \$1,000,000

Contractor's Pollution Liability - Occurrence

Each Claim Limit: \$1,000,000

Transportation of Materials by Carrier (Auto, Aircraft, Vessel, Rolling Stock) Endorsement applies as follows:

Transportation Each Incident: \$1,000,000

Transportation Aggregate: \$1,000,000

Auto Liability includes the following endorsements:

MCS 90

CA9948 - Pollution Liability - Broadened Coverages for Covered Autos

Workers Compensation includes the following endorsements:

Maritime Employers Liability

Excess Liability is follow form

ACORD 101 (2008/01)

© 2008 ACORD CORPORATION. All rights reserved.

The ACORD name and logo are registered marks of ACORD

## B.4 QUALIFICATIONS

**ITN Requirement: Provide pertinent information to completely identify your qualifications and how they address the specific items in the particular SOW for which they are posing.**

To supplement the experience provided in Section A of this proposal, below are some additional detailed profiles to demonstrate our pertinent qualifications performing similar FEMA PA recovery consulting services.

### University of Texas Medical Branch Galveston – Disaster Recovery Management Services (FEMA PA & HMGP)

Following Hurricane Ike in October 2008, the University of Texas System contracted Witt O'Brien's to assist UTMB in developing, documenting, managing, and submitting grants applications for funds available in FEMA's disaster programs. We provided strategic advice and technical assistance to UTMB in the form of planning, recovery management, and oversight. We also provided strategic advice and assistance for pre-event preparedness and pre-declaration activities regarding the declaration process and provided information regarding the financial implications of strategic and programmatic operational decisions, with total damages estimated at nearly \$1 billion.

The primary focus of our work was to provide counsel to UTMB on critical aspects of the PA program by highlighting nuances of Federal regulations to **maximize UTMB's disaster recovery awards**.

The UTMB utility plants and most of the buildings sustained severe damage from flood or wind. We worked with UTMB staff and department managers to identify damages, conduct site inspections, develop documentation and verification of damages, coordinate with insurance, compile project applications packages, manage PA project applications, quantify cost details, and champion opportunities for UTMB under the **406 hazard mitigation provisions of the PA program**.

In addition, we have supported UTMB through the Texas Department of Emergency Management (TDEM) and **FEMA closeout process while capturing management costs for reimbursement**. Acting as UTMB's representative, **we negotiated with FEMA to resolve eligibility issues and gain FEMA's support to increase PA awards**, including scope alignment to projects that had been missed in FEMA's initial assessments and successful appeals of FEMA's decisions. **Witt O'Brien's was integral in negotiating the funding of a new \$100 million elevated clinical service wing to mitigate critical functions of the healthcare complex**.

Witt O'Brien's efforts have resulted **in more than 700 projects valued at \$600 million in FEMA PA-funded projects (including Section 406 hazard mitigation)**. Of these, more than 600 are completely closed and UTMB has received more than \$500 million. UTMB has been better able to oversee work efforts and documentation to maximize reimbursements, support project claims processing, facilitate project reporting, and effectively support appeals and audits.

Our team has also provided strategic advice and technical assistance regarding HMA funding opportunities and mitigation planning.

When Hurricane Ike struck, the UTMB at Galveston had no hazard mitigation plan. In 2008, as part of the campus' recovery process, Witt O'Brien's was selected to develop the University's inaugural

#### PA Project Status (as of April 2023)

<b>Total PA Funding Received</b>	\$511m
<b>Total Number of Projects</b>	712
<b>Number Closed</b>	616
<b>Number Under FEMA Review</b>	94
<b>Number Under TDEM Review</b>	1
<b>Number still open*</b>	1

\*blood irradiator machine containing cesium 133, which FEMA does not want possession of due to transportation and storage issues.



hazard mitigation plan. As UTMB had pending hazard mitigation project applications, Witt O'Brien's was tasked with completing the plan and submitting it to TDEM in less than six weeks.

The development of the inaugural and subsequent hazard mitigation plan updates included stakeholder engagement, identifying hazard vulnerability, and associated risk, as well as developing mitigation solutions to reduce vulnerabilities. The mitigation plan included future conditions, coastal concerns, and an assessment of the campus' historic assets. Our team identified mitigation actions that were actionable and feasible, and included prioritizations, recommendations of funding opportunities, and an implementation plan.

***Witt O'Brien's provided application and grants management support for the HMGP, BRIC, PDM, and CDBG-MIT funding. We have helped UTMB secure more than \$75 million in HMA funding and \$14 million in CDBG-MIT funding.*** Witt O'Brien's continues to collaborate with UTMB to identify new mitigation projects that would improve the resiliency of the campus.

### School Board of Broward County – Disaster Recovery Management Services (FEMA PA)

Broward County Public Schools (BCPS or District) is the sixth-largest school district in the nation and the second largest in the State of Florida. BCPS is Florida's first fully accredited school system established in 1962, serving more than 256,000 students and approximately 110,000 adult students in 240 schools, centers and technical colleges, and 90 charter schools.

The District originally contracted with Witt O'Brien's in 2008 to prepare a comprehensive, districtwide Disaster Debris Management Plan and to provide technical assistance, program implementation, and strategic advice for its FEMA PA grants.

Since our initial assignment in 2008, we have provided the following services for disasters dating back to 2004:

- Conducted on-site inspections.
- Gathered voluminous supporting documentation.
- Prepared initial project applications and revisions.
- Gathered, reviewed, and compiled relevant documentation for final inspection and closeout, including submitting requests for reimbursement, project time extensions, and appeals for reimbursement.

Our support for the disasters listed on the right amounts to the management of **over \$70 million in PA grants**, representing approximately **582 project applications** across FEMA Categories A, B, E, and G.

We are currently in the process of closing out Hurricanes Matthew and Irma and completing the final COVID-19 project and a single Hurricane Ian project, both Emergency Protective Measures, for just over \$5.4 million.

As part of this support, we have been:

- Coordinating with FEMA, the state, and BCPS staff on interim site inspections, improved project requests, time extension requests, and preparation of project versions where required.

#### Helping Broward County Schools to Prepare, Respond, Recover, and Mitigate

##### Hurricanes

- Frances (2004)
- Jeanne (2004)
- Katrina (2005)
- Wilma (2005)
- Matthew (2016)
- Irma (2017)
- Dorian (2019)
- Ian (2022)

##### Tropical Storms

- Rita (2005)
- Fay (2008)

##### COVID-19 Pandemic

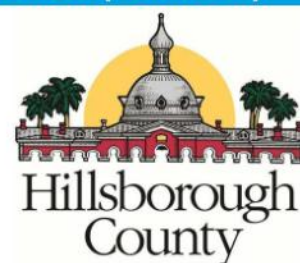


- Working with all departments and other agencies to obtain all costs and necessary backup documentation to develop, revise, and/or submit project applications and closeouts to FEMA and FDEM personnel.
- Working with FEMA and FDEM personnel to provide additional information needed to process project applications, requests for reimbursement, or resolve any issues and/or questions related to project applications.
- Representing the BCPS at meetings with FEMA, the state, and/or at internal department meetings.
- Writing, compiling, and submitting appeals.
- Regularly providing comprehensive executive briefings.
- Providing all-inclusive grants management assistance.
- Preparing a FEMA-approved districtwide comprehensive Disaster Debris Management Plan.
- Completing the final inspection and closeout of 177 large FEMA project applications; reconciling documentation, conducting validation, preparing the summary of documentation and the Joint Closeout Toolkit documents for review and approval, and tracking the closeout versions through obligation.
- Reconciling the BCPS insurance claims for Hurricane Wilma resulting in the submittal of new claims processed and paid by the carriers seven years after the disaster occurrence amounting to an **additional \$3.2 million**.
- Supporting the BCPS in an official DHS OIG audit of 2005 disaster funding in the amount of almost **\$15 million** in grants funds.

We were additionally tasked with the preparation of a comprehensive, all-hazards emergency operations plan that was substantially completed and exercised in 2017. In September 2017, as a secondary service line to our support contract, we assisted BCPS after Hurricane Irma when the school district incurred approximately \$22 million in disaster expenditures. We monitored the removal of 37,000 CY of debris and are currently working on the reconciliation, obligation, and reimbursement of 36 project applications.

#### Hillsborough County, Florida – Disaster Recovery Management Services (FEMA PA)

Following Hurricane Irma (2017), Witt O'Brien's was contracted by Hillsborough County to identify and develop a FEMA Damage Inventory in collaboration with the County Capital Projects Budget Director. With over 1.4 million residents, Hillsborough is Florida's fourth most populous county.



Over the course of providing a full range of cost-recovery operational services to Hillsborough County, we **conducted interagency and municipal coordination in partnership with 36 different representatives** across the jurisdiction to identify FEMA Category A through G eligible damages. The total value of PA grants was **\$19.4 million**. In addition, our team delivered cost-recovery program implementation assistance as well as other grants support that enabled the County and its stakeholders to maximize disaster recovery reimbursements. In partnership with our Hillsborough County client, Witt O'Brien's successfully completed the following work:

- As our client's recovery subject matter expert (SME), accompanied applicant representatives and FEMA site inspectors in conducting damage assessments of buildings, roads, culverts, bridges, and water infrastructure. Assisted applicant and FEMA in completing damage assessment documentation.



- Wrote Category A through G damage descriptions and cost narratives and uploaded closeout-ready documentation to the FEMA Grants Portal. As liaison and administrative point-of-contact, worked with the FEMA Program Delivery Manager (PDMG) to clarify and resolve any questions related to documentation and costs.
- Working with various infrastructure departments, we managed data collection, coordination, and documentation of disaster-related repairs and other eligible costs, to include obtaining justification and supporting collateral. These efforts spanned data related to Force Account labor, equipment, materials, contractor bid packages, contractual agreements, invoiced cost, and proof of payment.
- Carefully analyzed Force Account documentation and transposed the data into FEMA-acceptable Microsoft Excel, Force Account Labor, Equipment, and Material worksheets to ensure a full financial accounting and detailed documentation of all disaster-related activities and costs.
- Provided general financial and grants management support in working with the County's payroll department. To enable the accurate documentation of reimbursable labor expenses, we developed an employee disaster payroll database. That database was then transposed into the County's payroll system which generated reports later used to justify employee regular and overtime hours and costs.

Our team provided other grants support by identifying and assessing risk mitigation opportunities and costs associated with the permanent repair of disaster-related damages. We worked with various department representatives to formulate risk mitigation proposals for FEMA review and approval.

### **City of Pompano Beach, Florida – Disaster Recovery Management Services (FEMA PA & CRF)**

Witt O'Brien's was retained by the City of Pompano Beach in 2011 to assist with cost-recovery operational services to include project inspection and final closeout for all of the City's Hurricane Katrina and Wilma FEMA project applications. In addition to these efforts, we provided the City with cost-recovery program implementation planning and training services in support of its pre-disaster preparedness efforts and the creation of an electronic Disaster Claims Management System. That system was designed to store the City's disaster management policies, recovery regulations, templates, guides, and other documents on the City's own computer server. Part of this support included the creation of a user manual and systems training for City staff.



Witt O'Brien's also provided appeals support for insurance de-obligations that the City sustained 10 years after Hurricane Wilma, due in part to OIG findings against several grants applicants across the State of Florida. Our team provided guidance and key information about eligible activities. We also supported the City in data collection, coordination, and documentation of these claims to facilitate accurate, defensible, and timely reimbursement. We were later activated again to assist Pompano Beach with other grants support and program management services for their response to Hurricane Matthew (October 2016). The Witt O'Brien's team was tasked with the review and compilation of FEMA reimbursement packages for both Category A debris removal and Category B emergency protective measures costs for labor, equipment, materials, generator usage, and grants management support.

Subsequently, we are engaged in grants management tasks and the completion of an After-Action Report (AAR) for Hurricane Irma. The City required 22 FEMA project applications in Categories A through G, documenting more than \$5.7 million in disaster-related expenditures.



Currently we have been tasked with providing COVID-19 cost-recovery support for Pompano Beach to capture costs related to COVID-19 testing and vaccination support. Additionally, we have begun support for three recent natural disaster declarations: Hurricane Ian (2022), Hurricane Nicole (2022), and the April 2023 Flood Event—damages all in just under \$500,000 to date.

### **Town of Davie, Florida – Grants Consulting Services**

Witt O'Brien's has worked with the Town of Davie since 2008 to provide pre-disaster preparedness, disaster debris management plan preparation, and training services. In 2016, Witt O'Brien's provided disaster grants management for Davie in response to Hurricane Matthew preparing one Category B project to capture the Town's costs for emergency preparedness measures, totaling \$210,000.



In 2017, following Hurricane Irma, Witt O'Brien's conducted disaster debris monitoring and FEMA grants management activities. We monitored the removal of approximately 473,000 cubic yards (CY) of vegetative and construction & demolition (C&D) debris as well as 151 leaning trees and 1,519 hanger trees. We assisted with the preparation and submittal of 24 FEMA project applications in Categories A through G totaling over \$11.9 million. Additionally, we supported the preparation of Category B, Emergency Protective Measures related to Hurricane Dorian in 2019.

Currently we are providing technical advisory support to the Town for their allocation of the ARPA funding related to COVID-19 and support of their COVID-19 vaccine-related costs through FEMA PA.

### **Town of Southwest Ranches, Florida – Disaster Recovery Management Services (FEMA PA & CRF / ARPA)**

Witt O'Brien's has been engaged with the Town of Southwest Ranches through a standby contract for disaster response and recovery services since 2011. We have engaged in annual preparedness meetings ahead of each storm season with both Town officials and outside response vendors.



In the recent past, we were activated for disaster debris monitoring and FEMA grants management assistance after Hurricane Irma in September 2017. We monitored the removal of approximately 200,000 CY of vegetative and C&D debris, as well as over 700 hangers, leaners, and stumps. We also worked with the Town to gather documentation to support its FEMA claims for debris operations, emergency measures, and repairs to the Town's infrastructure for project applications in Categories A through G, which totaled over \$4 million in costs.

Additionally, Witt O'Brien's supported the preparation of the one Category B, Emergency Protective Measures project for the Town's limited response to Hurricane Dorian in 2019.

Most recently, we supported the Town by providing technical advisory services related to their ARPA funding allocation, including revenue loss calculations, eligibility of expenditures, exploring ideas for infrastructure improvements, and audit compliance.

### **City of Coral Gables, Florida – Disaster Recovery Management Services (FEMA PA)**

Following Hurricane Irma, we provided debris monitoring and FEMA grants management assistance including monitoring and documenting the FEMA-compliant debris removal process from truck certification through final disposal. Working with the City from initial damage assessment through project closeout for the FEMA PA program grants process, we prepared damage inventories, attended FEMA meetings, gathered





supporting documents, prepared project summaries, provided information and documents to FEMA in the Grants Portal, provided clarifications, and supported the City in all areas. We assisted with the preparation of 52 FEMA project applications totaling approximately \$19.4 million.

## B.5 TECHNICAL SPECIFICATIONS

***ITN Requirement: Provide Technical Specifications to completely identify your qualifications and how they address the specific items in the particular SOW for which they are posing.***

Our approach to disaster recovery and mitigation management services is to work in partnership with the University to maximize use of FEMA PA funds, hazard mitigation funds, and other federal disaster recovery funding to help the University meet its planning objectives.

Throughout our support, we will work with you to find creative ways to leverage our comprehensive understanding of funding agency programs to the University's greatest advantage. Our disaster recovery specialists can assist with ensuring all available funding sources have been explored and that hazard mitigation opportunities are incorporated when available. For example, with the availability and use of more recovery and resiliency funding, large infrastructure projects can include a multitude of federal program funding streams. These "braided" projects each have their own requirements, necessitating an understanding of how to weave these sources together most effectively. Our staff are also experts in understanding the complexity of duplication of benefits (DOBs) and the potential pitfalls, while having the expertise to also prevent any duplication.

Throughout execution of these services, our staff will stay abreast of current and evolving policies and doctrine that may impact management of FEMA grants funding. Examples of policies that may impact the University include:

- **Large Project Threshold** – In August 2022, FEMA published a final rule to increase the "small project" for the PA program to \$1 million. Once finalized, this policy will supersede guidance pertaining to Small Projects in the Public Assistance Program & Policy Guide (PAPPG) and will establish an additional policy. This will allow for more projects that can forgo the administrative burden of validating all costs, reducing the burden of documentation, quarterly report submission and review, and a longer closeout process, at least on the FEMA side of the process.
- **New PA Program Delivery Guidance** – The upcoming PA Program Delivery Guide—currently in operational draft—establishes a framework for Applicant-driven, state-led, and federally supported delivery of PA. This may impact the process a recipient or subrecipient would follow in applying for PA funding.
- **Simplifying the Public Assistance Program** – In 2022 and in early 2023 FEMA published a series of memos detailing approaches to simplifying the PA program outside of the large project threshold. Some of these changes are related to timelines and flexibility in the process while others are related to acceptance of estimates more readily, debris operations changes, power restoration, codes and standards, and Emergency Management Assistance Compact (EMAC) support.

### B.5.1 APPROACH TO FEMA PA SERVICES

Our technical approach to FEMA PA grants delivery support follows FEMA's PA grants management lifecycle. Converting disaster costs into submitted grants follows a prescribed process, and our interactions with your team will be framed within that process, driving the tasks necessary to meet the fundamental requirements. Our knowledge of the process allows us to take necessary steps to avoid

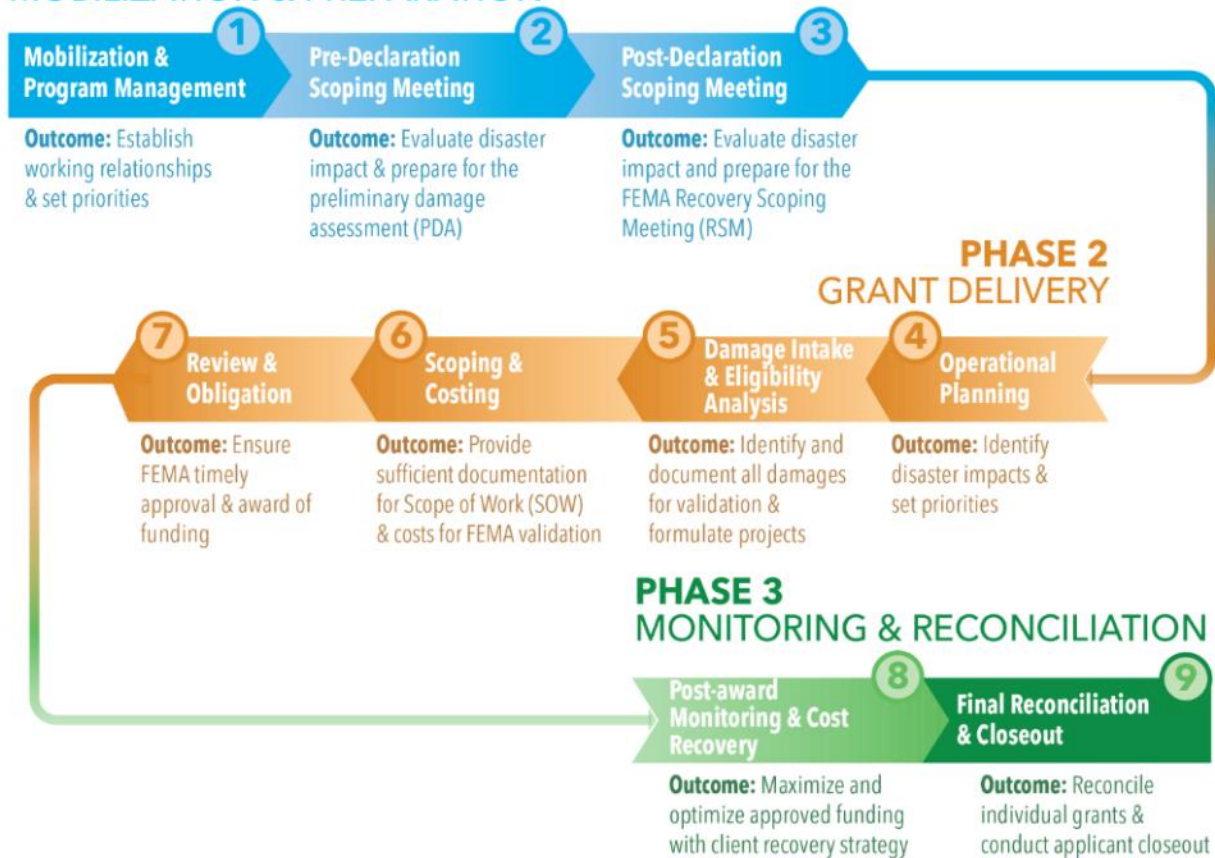


common pitfalls, reduce funding delays, and maximize reimbursement funding. We believe our insights and ability to anticipate issues provide better outcomes and will best meet the needs of the University, while also exceeding the requirements of the ITN.

The FEMA PA process consists of some overarching tasks that must be completed to access all available funding in Categories A and B, and to get assurances so the University can engage in permanent project work in the additional categories of PA. At the heart of the phases outlined below—Mobilization & Preparation, Grant Delivery, and Monitoring & Reconciliation—is an approach to grants management designed to maximize the amount of funding the University receives. **Exhibit 8** summarizes the FEMA PA process.

### Exhibit 8: FEMA PA Process Summary

## PHASE 1 MOBILIZATION & PREPARATION



## MOBILIZATION & PREPARATION



***Our industry best practices ensure we are guided by a Program Management Framework (PMF) from kick-off through closeout and audit support.*** The agreed-upon processes and schedule from the kick-off meeting will be documented in our Project Management Plan (PMP), an industry best practice, which will serve as the roadmap for management of the project, particularly the full PA



support in grants delivery, monitoring, and reconciliation. The PMP will identify high-level tasks, activities, deliverables, milestones, the schedule, and staffing plan. It will provide the basis for monitoring, controlling, and reporting on the work deliverables, including the comparison of planned vs. actual schedule, costs, and work accomplished.



### Conduct Detailed Review of Existing Policies and Procedures

Compliance with current federal procurement guidelines is paramount for maximizing access to and maintaining PA funding. Financial compliance issues often arise from inadequate documentation and violations of federal procurement rules. Our focus is to review relevant procurement policies, procurement documents, and activity tracking mechanisms that were in place during the disaster, such as pay policies, purchasing policies, bid documents, standard contracts, work orders, and time/equipment logs. Our staff has the expertise to provide advice and guidance on elements that may need revision for better alignment with Federal and State of Florida requirements. This can include setting up conference calls or in-person meetings, as feasible, to exchange information and documentation necessary to begin grants formulation. Other areas include review of pay and purchasing policies, standard operating procedures related to disasters, time and activity tracking mechanisms, and history of disaster recovery with FEMA.

To support FEMA documentation requests, our staff will ensure the University has the needed information to upload into the FEMA Grants Portal. The process involves retaining year-round documents, such as purchasing policies, pay policies, bargaining agreements, and insurance policies in place at the time of the disaster. Additional documents that must be maintained include Force Account and Contract Work summaries for work already complete and detailed scope and estimates for work yet to be completed. The remainder of supporting documents include details on all internal or contract activities with a heavy emphasis on the procurement of goods and services.

### GRANT DELIVERY



During this phase, we will assist the University in officially beginning the grants application process to document damages and pursue recovery funding. The following paragraphs describe additional activities to best prepare the University for the application process.

Witt O'Brien's will coordinate a discovery meeting, virtually or in-person, to discuss goals for the partnership. These may include financial reimbursement goals under FEMA's PA program, recovery goals for the community, resiliency goals for the community, or other goals related to program administration. This discovery meeting will establish operational procedures, provide access to University systems of record, and identify any other expectations and requirements the University has for Witt O'Brien's support. This discovery meeting also includes an assessment of other grants programs the University intends to pursue.



### Submit Request for Public Assistance (RPA)

After the discovery meeting, Witt O'Brien's will assist with preparations to receive PA funding. This involves **submittal of an RPA to FEMA, through FDEM, or directly into the Grants Portal**, if necessary. This step must occur within 30 days of the respective area being designated for PA in the declaration and the occurrence of the Applicant's Briefing. The RPA is the form used to apply for the PA program, and once approved, preparation for the project formulation and grants management phases of project applications will begin.

An initial priority of Witt O'Brien's will be to provide technical assistance, programmatic guidance, and training to officials and/or recovery staff regarding the substantive and procedural requirements of FEMA's PA Program. To ensure all project formulation and grants management functions are completed to support requirements, including the timely reimbursement of funding from FEMA via the recipient, Witt O'Brien's will ensure the University has available expertise through our Project Manager to provide assistance, guidance, and training on FEMA's current requirements for eligibility and funding.

### Establish Program Processes and Systems

As a result of our review, we will work with the University to finalize and document the processes by which the PA program will be executed. A key element will be the processes for obtaining, analyzing, and gathering field documentation (including procurement of goods and services, timekeeping, force account labor and equipment, and debris monitoring). We will also assist in correctly developing processes for routing eligible expenses.

As part of our PMF, we will coordinate with the University to determine the most appropriate data management system/processes for cost tracking, progress reporting, and document retention. This will include in-progress reviews, as required, to keep the University current on project progress. We are experienced at adapting to and using a variety of systems, processes, and procedures. Regardless of the process used, we will work with you to implement a robust file-keeping and organization process from Day One of our engagement.

It is important to note that many of these steps are prescribed by FEMA and are somewhat systemized in the FEMA Grants Portal. We have daily experience using the Grants Portal, and it will serve as the formal submission of applications, project information, and key documentation for FEMA's assigned PDMG who will help shepherd projects at FEMA's Consolidated Resource Center (CRC) to reimbursement.

### Establish Priorities for Damage Inspections

These priorities will be shared with FEMA during the Recovery Scoping Meeting (RSM). Part of the prioritization should focus on critical infrastructure that might require constructing temporary facilities for essential services to remain operational. In addition, we will analyze the collected damage documentation to identify those facilities/locations that might need additional information to justify eligibility during Phase 2 of the FEMA process.

### Prepare for RSM

FEMA typically conducts an RSM for the following purposes: (a) review damages and impacts, (b) begin gathering documentation, (c) begin developing a list of projects, and (d) review priorities. This is expected to be more granular than the discovery meeting. It is essential to be prepared for this meeting and to discuss the strategies you wish to employ with respect to mitigation early in the process and the RSM is a good venue to discuss this.



This meeting will focus on compiling disaster-related damage impacts and cost estimates, which will be submitted in an initial Disaster Summary Outline (DSO) to FDEM for state rollup, or to support a joint state and Federal Preliminary Damage Assessment (PDA), if not already completed. A comprehensive reporting of damages and costs is especially critical during the PDA process, since obtaining a Stafford Act Major Disaster Declaration for FEMA PA is not always automatic, depending on the magnitude of the disaster. It requires the State and the University to meet mandatory cost thresholds based on per-capita indicators. ***The University should capture every potential dollar of damage-related costs to ensure nothing is overlooked or excluded from the PDA to support the request for disaster declaration.***

Once the Damage Inventory (DI) is prepared and uploaded into the Grants Portal, our team will work with the University to triage the list of damaged facilities/locations to schedule and assist with damage inspections.



The purpose of this action is to capture and document all applicant incident-related damages and provide enough information so that FEMA can effectively validate the DI and determine damage eligibility with minimal rework in the process; not to be confused with damage assessments related to disaster declarations. This is often done through site inspections (for work to be done) and data collection (for work already completed). The Witt O'Brien's team will then assist in the development of the Damage Description and Dimension (DDD) documentation. Agreement from the University and FEMA on DDDs then initiates the project formulation process.

### Develop DDDs

Witt O'Brien's staff are highly trained in the preparation of detailed DDDs, including the Essential Elements of Information (EEI). The EEIs consist of two important components: questions and required documentation. Relative to each project formulated, our team will work directly with the department and/or individual responsible for oversight of the work, or for gathering the required supporting documentation, to complete the EEIs. For work already completed (e.g., Category A and B), teams will collect data on contractor invoicing, billing, and other essential documentation that will define the eligible damage and approved costs for that project.

It is critical during the damage inspection/assessment process that there is a focus on potential environmental requirements applicable to the area of damage to get a head start on meeting the FEMA National Environmental Policy Act (NEPA) requirements. In addition, a focus on possible hazard mitigation opportunities should be recorded site by site, combining the damage-related impacts with cost-effective mitigation early in the process to prevent similar damage from another event.

### Finalize Damage Inventory

In close coordination with the University, Witt O'Brien's staff will work with each affected department to collect data and enter relevant information into the Grants Portal. Key information pertaining to disaster impacts includes specific site or facility damage information and data collection. In some cases, this requires cost information for emergency response and temporary repair cost data, including video and/or photographic information, University payroll policies, procurement and contracting documents, mutual aid agreements, invoices, labor contracts, and insurance policies.



6  
Scoping &  
Costing

## Outcome:

Provide sufficient documentation for Scope of Work (SOW) &amp; costs for FEMA validation

In the FEMA Scoping and Costing process, the FEMA CRC will be responsible for validating SOWs and cost estimates, whether or not the applicants and subrecipients provide their own estimates. The process is most successful when applicants and subrecipients can first provide a cost estimate based on what they believe to be the budget to reasonably perform the approved SOW. The Witt O'Brien's team has the expertise necessary to develop SOWs and cost estimates ***with a focus on maximizing funding and providing necessary resources to build back stronger***. It is often through eligibility justifications that we knit together the pieces of information into a single narrative to "tell your story."

### Document and Substantiate Compliance

One of the many challenges with obtaining and keeping FEMA PA funding is demonstrating compliance with all procurement processes set forth in Title 2 CFR Sections 317-327. This demonstration of compliance is critical during FEMA's post-award and closeout activities, including audits performed by the Department of Homeland Security's Office of Inspector General (OIG). Witt O'Brien's brings extensive experience in demonstrating, documenting, and substantiating compliance with federal procurement requirements, particularly if emergency/exigent circumstances were necessary for lifesaving and/or public health emergency conditions. Substantiating these processes at the beginning of the funding justification phase will reduce FEMA's Requests for Information (RFIs) and assist in the timely obligation and reimbursement of all emergency costs incurred.

Another common delay in obtaining funding from FEMA is the necessity to demonstrate emergency overtime costs for personnel, additional hiring of emergency personnel, and that reassignments of personnel were performed consistently with your labor policies. Like the procurement procedures noted above, Witt O'Brien's brings extensive experience in demonstrating, documenting, and substantiating compliance with a subrecipient's (applicant's) labor policies for the extraordinary labor costs incurred during the emergency.

FEMA will need to confirm its funding is not duplicating benefits from other sources. Witt O'Brien's will assist in addressing the potential DOBs from other federal and non-federal sources. The team will assist in substantiating actual or other potential funding sources, ensuring no duplication exists.

Witt O'Brien's has extensive experience in detailing expenses with the information needed to identify the transactions in the University's financial system and be able to move the expenses to the University's grand fund.

Witt O'Brien's also tracks costs to ensure no DOBs occur.

### Conduct Project Formulation

Project formulation is the action taken to methodically combine multiple damaged facilities or locations into a single project application, usually based on types of similar damage and functions. In alignment with the University's priorities for recovery, we will coordinate with all departments and offices to triage all DDDs and determine the opportunities that will be most efficient when deciding how to logically group the facilities to best meet your recovery objectives and maximize funding. These decisions will be consistent with how the University plans to perform the restoration work, via contract or self-perform with the University workforce. Our extensive knowledge and experience will help the University address its priorities for recovery.



### **Manage Voluntary Resources and Donated Goods**

Witt O'Brien's will assist in the identification of potential voluntary resources and donated goods that might have been available during the emergency response. The documentation and substantiation of voluntary resources and donated goods might be eligible to reduce the non-federal cost share associated with FEMA funding.

### **Attribute Costs to Work Performed**

Witt O'Brien's ensures the cost documentation is appropriately attributed to the emergency work performed. This is an important and often initially omitted aspect of seeking reimbursement from FEMA for the performance of emergency work. Witt O'Brien's will ensure emergency cost documentation is justified and linked to the work performed, allowing FEMA and the recipient to understand how the costs incurred were necessary and eligible.

### **Identify Funding Priorities**

Depending upon the level of the disaster, the University could quickly find itself in a "cash flow" dilemma. As the DI is developed and refined, there are opportunities to identify critical areas for expedited funding. For example, the University might need to identify emergency work for which it wants to prioritize the application process and expedite reimbursement. The University could also want to prioritize the process for temporary facilities that are critical to maintaining operations vital to public health and safety.

Based on the level of damage information, we will begin discussions regarding interest in participating in FEMA's Section 428 fixed capped grants program, identifying where it can have the most positive effect through flexible use of the grants funding upon award. Our staff will also monitor other funding opportunities and closely coordinate with the University to pursue supplementary funding options, as not all costs will be eligible for FEMA PA funding. We will be focused on identifying any funding sources that might become available, maximizing the total assistance available.

### **Conduct Quality Assurance (QA) and Quality Control (QC)**

Disaster recovery management is filled with pressures—pressure to do the work fast and do it right (all within a context that is new)—and a myriad rules and regulations. Witt O'Brien's will support the University in maintaining supporting documentation, reviewing requests for reimbursement, monitoring compliance, and responding to other requests until all projects are fully reconciled and closed out.

As the various requirements of costs and projects are finalized, Witt O'Brien's will provide QA/QC reviews of all cost documentation, work performed, and other eligibility requirements. This QA/QC process will ensure the projects include a thorough explanation of the emergency situation, the requirements for the emergency work, the itemization of costs incurred, and the substantiation of eligibility as described above. This will again ensure all FEMA reviewers deployed to the field, assigned to the FEMA Regional Office, working from a CRC, or working in FEMA Headquarters understand the request and can have confidence that all eligibility requirements have been documented, substantiated, and explained in a manner FEMA understands.

### **Develop SOW and Cost Estimates**

We typically encourage our clients to prepare their own SOWs and cost estimates for CRC review and will assist in this effort. The SOW will be developed based on the DDD and will describe what the applicant will undertake to address the eligible damages. These costs will be based on actual costs (if the work is completed) or estimates for work to be completed. We will develop project applications



using adjuster and engineering reports; review procurement documents; adjust for anticipated insurance based on policy schedules; analyze invoice and backup documentation; attend site visits, as needed; participate in meetings to review generated documents; address any eligibility-related issues; and identify hazard mitigation opportunities. We will assist the University with identifying and collecting the relevant documentation including design requirements, applicable codes/standards, Environmental and Historic Preservation (EHP) assessments, and permits.

### Identify 406 Hazard Mitigation Opportunities

Witt O'Brien's will ensure that specific Section 406 risk mitigation measures are considered during project formulation for all permanent work category projects. In addition, we have staff who are specialists in working with both Section 406 Hazard Mitigation and Section 404 Hazard Mitigation Grant Program (HMGP). Our team will provide technical assistance to the University with the goal of ensuring the highest success rate possible in identifying and securing Federal funding and cost shares for mitigation.

For 406 projects, we will assist with identifying eligible mitigation projects at the time the project is in initial formulation and through the scope and costing phase for the damaged facility. We will review each SOW for permanent projects to determine whether mitigation measures are warranted, work closely with FEMA and FDEM to address questions, attend meetings and site visits to resolve issues, perform the Benefit-Cost Analysis, and facilitate the compilation of supporting documentation.

We have found that often, vendors, localities, and states know what 406 mitigation means but have difficulty operationalizing the benefit. It takes the right people to get added 406 funding. We always like to have a civil engineer at the ready to help our teams look at infrastructure with an eye toward future threats. For example, with respect to buildings, every window, roof, gable, foundation, utility placement, and landscaping need to be examined closely for upgrading to prevent future loss.

### Support Special Considerations

Witt O'Brien's brings qualified staff to support all special consideration activities, such as historic preservation, environmental and floodplain compliance, and insurance considerations, which can all trigger requirements for additional data.

- **Historic preservation:** Under Section 106 of the National Historic Preservation Act of 1966, FEMA will have to conduct a Section 106 review if a federal project has the potential to affect historic properties. We bring experts in the Section 106 consultation process who can support the University in negotiations with the State's Office of Historic Preservation and other regulatory agencies involved in the funding compliance process.
- **Environmental requirements:** Under Section 102 of the NEPA, FEMA considers the environmental impacts of the proposed repair, restoration, and mitigation solutions. These will be addressed by an engineer/architect in the planning process in most cases, if needed. FEMA can offer alternatives to proposed solutions to help ensure compliance in this process.
- **Floodplain requirements:** FEMA has developed an eight-step decision-making process for addressing the floodplain management requirements of 24 CFR 55.20. Our staff has successfully supported clients in complying with FEMA's floodplain management requirements—we are ready to support FEMA's eight-step decision-making process, consider adverse impacts on 100-year floodplains, make Special Flood Hazard Area determinations, and assist with National Flood Insurance Program issues.



- Insurance: By law, FEMA cannot provide funding when an applicant has another source of funding such as insurance, referred to as a DOB. We will assist the University with reviewing its insurance policies and insurance proceeds for insured losses. We will analyze and include insurable (including business interruption) and non-insurable flood and wind damages in projects to prevent submitting funding requests for insurable losses that would be DOBs. This step includes ensuring that the correct apportion of proceeds is made to a project where any blanket or settlement payments have occurred.

### Assess Use of Section 428 Projects

Section 428 of the Sandy Recovery Improvement Act established Fixed Cost Offers (FCOs) that eliminate previous restrictions and penalties for using funds for Alternate or Improved Projects. Using FCOs provides applicants with greater flexibility in using the funding to repair and/or rebuild after disasters.

**Fixed Cost Offers (FCOs)** under Section 428, when accepted, allow the Applicant tremendous flexibility in using funds to better meet overall recovery strategies through consolidation of multiple FCOs under one aggregate budget shared across facilities.

We will work with FEMA and the University to develop individual cost estimates/budgets for the damaged facilities with a focus on accepting the individual FCOs and then consolidating the Section 428 projects as one aggregate funding source to be shared across all the facilities.

This option is most effective when there are multiple damaged facilities or infrastructure (e.g., school campuses, government corporate yards, road infrastructure). This provides an opportunity to consolidate funding across all the facilities as one aggregate budget and create an alternative scope beyond the initial basis of the Section 408 funding. Our personnel helped develop and implement these nationally and, therefore, are ready to assist University staff in understanding when best to participate in this program option.

There are certain risks and benefits with Section 428 projects. Since FEMA obligates the funding based upon an estimate, there is a certain reduction of time and resources spent seeking FEMA approval for project execution scope changes, and if the project is completed below the estimate, the University can keep the excess funding and commit it to another recovery project. ***But unlike traditional PA, cost overruns are not eligible for additional obligations of funding under Section 428.***

Once the cost documentation has been compiled, substantiated, and formulated into projects, we will load the project application into the Grants Portal. We have extensive experience working with FEMA's Grants Portal system in support of recipients (grantees) and subrecipients (subgrantees/applicants) (see **Exhibit 9**). We can ensure efficient, streamlined project submission to FEMA and address the pre-award procedural requirements the recipient might have per the State Administrative Plan.

**Exhibit 9: FEMA Grants Portal Experience****Our FEMA Grants Portal Experience****2014**

Witt O'Brien's experience began while supporting the State of Iowa with recovery from major floods.

**2016**

FEMA implemented a partial roll-out for specific components which we used during Hurricane Matthew in Georgia.

**2017 to Present**

We used Grants Portal during our support on projects across the country for both natural disasters and COVID-19. Periodic updates to enhance, clarify, and improve functionality for users from the Applicant, State, and FEMA perspective so we are continuously adapting to the Portal operating versions with a great deal of success.

**PILOT PHASE****PARTIAL ROLL-OUT PHASE****OFFICIAL ROLL-OUT PHASE****Review & Obligation****7**

**Outcome:**  
Ensure FEMA timely approval & award of funding

FEMA QA teams will review eligible projects in preparation for obligation. The Witt O'Brien's team has established relationships with FEMA and has assisted clients in securing billions of dollars in recovery funds. These relationships help us influence conversations on eligibility issues and set up facilitated discussions to resolve issues, which minimizes reliance on the appeals process to resolve issues. Support in this phase will consist of:

- Ensuring applicability of Section 428 funding when it is most advantageous for the University (and subrecipients)
- Ensuring FEMA's final reviews are completed and monitor FEMA's timely approvals
- Timely response to RFIs for EHP review
- Proposing insurance apportionment that is in the best interests of the University
- Checking for potential DOBs by coordinating insurance claim submission and tracking in relation to projects submitted to FEMA

Witt O'Brien's will support the University in rapidly and efficiently responding to any RFIs or addressing procedural requirements. FEMA may subsequently establish guidelines to keep the projects moving through the review queues to final approval. We will assist in tracking, coordinating, responding to FEMA and/or FDEM RFIs, and managing delivery of the relevant information to ensure the FEMA CRC has enough information for either validation of project estimates or scoping and costing by CRC staff. As needed, we will assist the University in providing FEMA with the information necessary to conduct reviews for insurance, EHP, mitigation, and audit compliance.

Through our QA/QC process, Witt O'Brien's ensures that applicants adequately describe their recovery cost story so that the FEMA CRC fully understands costs and the nexus of the disaster. Too often, we find that the FEMA CRC and applicants engage in a "back and forth" RFI process that only serves to delay critically needed funding.

This is probably the shortest and simplest phase, and yet it is the most critical, as ***it triggers the University's ability to effectuate recovery.*** Projects over certain thresholds (more than \$1 million



Federal share) go through additional queues and congressional notifications—including, in some cases, the Office of Management and Budget and even the White House. These notifications can sometimes be held up for weeks or months. Our team is familiar with the requirements and will leverage our FEMA experience to keep the University's projects flowing through the approval process. When requested, we will also assist the University with the development of scope and bid packages.

***Thinking about and preparing for project closeout should begin immediately after the first dollar is obligated and continue throughout the grants lifecycle.*** This underscores the need to implement good document management and maintenance of comprehensive and auditable project documentation, in accordance with FEMA and OIG requirements and recommendations. Effective grants management and cash flow maximization depend on regular review of projects with priority adjustments, and real-time financial management that monitors obligations and tracks payments.

## MONITORING AND RECONCILIATION

Post-award  
Monitoring & Cost  
Recovery

8

Outcome:

Maximize and optimize approved funding with client recovery strategy

Once project applications have been obligated by FEMA, the funding will be available for drawdown by the recipient and disbursement to the University. The process for requesting reimbursement from the State will be in accordance with the State Administrative Plan. Witt O'Brien's brings extensive experience in the post-award phases of the PA program, including the Request For Reimbursement (RFR), implementing grants management tools and systems to attribute disbursed funding from FEMA and the State to eligible projects and costs incurred, completing timely reporting, justifying requests for time extensions if necessary, and other grants management functions. Based on the thorough and accurate justification of eligibility described in the previous section, the post-award RFR process should be streamlined, ensuring timely reimbursement of eligible funding.

### Monitor Project Compliance

We will coordinate closely with University departments to track allocations and project expenditures to ensure minimal lapse of time between expenditures and the receipt of reimbursements. As projects are completed, we will work with the University to conduct preliminary reviews of documents and files to provide assistance and oversight to facilitate and ensure appropriate progress payment requests can be made.

The final reconciliation of costs can then be recognized across affected departments and budgets. We will help ensure that the information collected for reimbursement aligns with the eligible SOW. In some cases, we might identify issues—such as a variation in scope or procurement irregularities—that indicate potential difficulties with seeking reimbursement. We will work with the department that generated the expenditure to justify and support any changes that can be addressed through codes and standards or similar published guidance such as industry best practices, journals, past precedents, and FEMA databases.

### Support Quarterly Reporting

Witt O'Brien's will create and maintain quarterly reporting of outstanding PA applications and cash management reports. These reports will also provide insight into

#### Document Management

Our personnel are specifically trained to ensure all documentation is organized to justify project expenditures per the approved SOW, and to do so in a format that meets FEMA and State requirements.



the flow of funds for the University. We will submit all required reporting to FDEM quarterly and provide updates, as needed, to ensure the University receives all funding in a timely manner and does not stall because of administrative tasks.

### Address Time Extensions and SOW Changes

Some disasters create substantial damage that results in longer, more complex reconstruction processes and periods. In such cases, the applicant might need to request time extensions to the period of performance for certain projects. The process requires written requests detailing reasons for the delay, remaining funds available, a critical path chart, and a plan and schedule for completion of construction work. Our staff will help craft the requests, ensuring they are complete and compliant, and will make a recommendation to FDEM regarding pursuit of the extension with FEMA or other funders, as appropriate.

Similarly, the initial SOW prepared by the University or FEMA may need to be changed for reasons such as newly uncovered damages, triggers for additional work by codes and standards, or repairs becoming more complex and costly than originally projected. This process also requires written requests detailing the scope items at issue, what triggered the need for the scope change, the dollar value associated with the scope change, and a proposed updated damage description and scope. We will assist with preparing the supporting documentation for the changes required, along with justification to prove that they are a direct result of the disaster.

#### Final Reconciliation & Closeout

**Outcome:**  
Reconcile individual grants & conduct applicant closeout

Through our experience, we know what FEMA has approved historically and what it has deemed ineligible. We have also kept pace with the flurry of PA program changes related to COVID-19 and other disasters. Having a thorough and fully substantiated set of projects, as described above, will provide a strong basis to explain prudent use of public funding to the general public during audits, internal reviews of financial and grants management, and any other external financial reviews. Witt O'Brien's will be available to support the University during these reviews and audits based on our extensive experience in participating in these activities and resolving findings.

If work performed or costs incurred are deemed ineligible by FEMA, Witt O'Brien's will assist in the appeals process as set forth in Title 44 CFR Section 206.206. ***Our personnel have extensive experience in all phases of appeals under FEMA's PA program.***

### Manage Project Closeout

Project closeout is the reconciliation and review of all documentation, project sites, and payment requests following the completion of work associated with each project's final actual cost claim. The closeout process will start when the University notifies FDEM that the project is completed through quarterly reporting data and submits a written request for a project closeout.

We understand the complexity of this process and will help the University ***navigate the full closeout process***, including preparing project funding requests; developing closeout packages; reconciling final funds; presenting copies of required permits, exemptions, waivers, bid documents, change orders, project filings, or other documents; reconciling accounts to justify claims/payments; recommending project version be prepared for unanticipated changes in scope or cost; conducting final site inspections; and representing the University in exit conferences with the State and FEMA.



Our recovery teams typically establish a checklist-driven workflow to address closeout. Some common issues that impact the ability to close a project can involve:

- Open appeals or arbitration cases
- Problems with a validation of invoices related to vendor support
- Inability to demonstrate completion of work
- Subrecipient cannot demonstrate the cost share was met
- DOBs, including insurance proceeds
- Cost-reasonableness
- Open audit findings and reports
- Issues with EHP compliance
- Fidelity with codes and standards
- Equipment purchased disposition
- Program income earned and not handled correctly
- Not obtaining and maintaining insurance requirements post-award

All of these issues should be anticipated such that surprises at closeout do not arise. Therefore, we are strong proponents of “close as you go” with respect to PA and HMGP grants. Checklists for state PDMGs, HMA liaisons, and others for applicants/subrecipients are the first line of defense to ensure expectations are communicated from the Applicant Briefings all the way through to closeout. ***Further, as we experienced with GOSHEP and now with the USVI closeout, the recovery and mitigation workforce should be operating under a project closeout plan developed in conjunction with the FEMA Region that provides metrics in terms of subgrants to close every month, every quarter, and every year.*** These Key Performance Indicators (KPIs) should be established during the beginning phases of a disaster and the type and complexity of the disaster is likely to define those metrics.

### Prepare Closeout Documentation and Conduct Final Reconciliation

As projects are completed, we will work with the University to conduct preliminary reviews of documents and files to provide assistance and oversight to facilitate and ensure appropriate progress payment requests can be made. Particularly during closeout and auditing, we will collaborate closely with University staff on funding reconciliation; locating bid documents; filing reports; submitting required exemptions, waivers, or permits; and finalizing documentation for inspection.

We will assist in developing a closeout package of documentation to the State that will support the final actual cost claimed for the project. We will review claimed project costs for alignment with the approved SOW for the project including contract documents, force account labor records, force account equipment records, rental equipment, materials, permits, and procurement requirements.

### Prepare for Audits

There are many oversight functions that will assess the financial performance of FEMA subrecipients over the course of several years post-disaster. FEMA and FDEM will conduct monitoring through a Single Auditor who will conduct audits involving federal funding transactions, and the Department of Homeland Security Office of Inspector General (OIG) could select the University's PA activities to audit. If there are findings involving questioned costs as a result of this oversight, FEMA can and will de-obligate funds, which could cause financial hardship to the University if the amount is significant.

***FDEM will review the University's projects at 100% compliance evaluation in many cases, with a review of all documentation to account for every dollar the University submits for***



***reimbursement. We will ensure the University is ready for any oversight events including audits.***

Per the requirements of the Code of Federal Regulations 2 CFR § 200.302 Financial Management, we work with our clients to create the right processes that enable FEMA and the OIG to monitor and audit all expenditures and funding receipts. Our work minimizes the potential for de-obligation of funds.

### **Conduct Document Retention**

Our document retention approach will allow the University to seamlessly organize and retain data associated with a project from preliminary damage assessment to closeout. For example, data collected (e.g., invoices, damage photos, policies, contracts, donations, and volunteer services) can be uploaded immediately to the appropriate grants file. Information warehoused in the system of record will help the University respond to inquiries regarding insurance claims and others while supporting project closeout and the maximization of recovery funding.

### **Support State and Federal Correspondence**

Witt O'Brien's can provide support and advisory services to address correspondence issued by FEMA or to develop issue memoranda or whitepapers to address projects, policy, or potential insurance and appeals issues. Our team will be immediately available to address all the needs of the University in this respect. Our ***proposed Project Supervisor (FEMA PA), Valarie Phillips, PE***, will engage with designated University staff early on to identify specific needs, eligible funding streams, and other support required.

## **B.5.2 APPROACH TO HAZARD MITIGATION GRANTS PROGRAM SUPPORT**

Effective mitigation is more important than ever for disaster-prone communities around the country, as both the risks increase because of climate change and more funding becomes available to address those risks. The most recent study from the National Institute of Building Sciences found that for every dollar spent on mitigation, society saves six dollars. Forward-looking communities know that making the most of the limited funding for mitigation has a substantial impact on their future.

Witt O'Brien's staff and leadership have extensive experience assisting communities in applying for FEMA's Hazard Mitigation Assistance Programs—including HMGP, BRIC, FMA, CDBG-MIT, and the new component of FMA called Swift Current that allows for repetitive loss and substantial damage funding during the disaster recovery timeframe under certain disasters. Since 2001, Witt O'Brien's has provided expert 404 and 406 hazard mitigation support following the most significant disasters in our nation's history.

We focus on helping our clients capitalize on every recovery dollar and avoid questioned costs, from the implementation of a 404 mitigation checklist to extending resiliency dollars, to our audit-proven QA/QC processes. Our processes also maximize rapid FEMA application approval, allowing the recipient or subrecipient to focus on implementation of their mitigation projects, rather than defending them.

Our comprehensive approach to hazard mitigation project development and management ensures well-documented sub-

Since 2017, Witt O'Brien's continues to assist the USVI in developing and **implementing mitigation project funds across multiple disasters**. We have guided the Territory's Recovery Leaders on where and how best to utilize **pre- and post-disaster mitigation funding** to maximize mitigation actions throughout the Territory, resulting in **over \$830 million in mitigation projects** being developed.



applications that can be approved and funded quickly, minimizing substantive FEMA RFI comments, and ensuring subrecipients can initiate projects to mitigate their risks in a timely and effective manner.

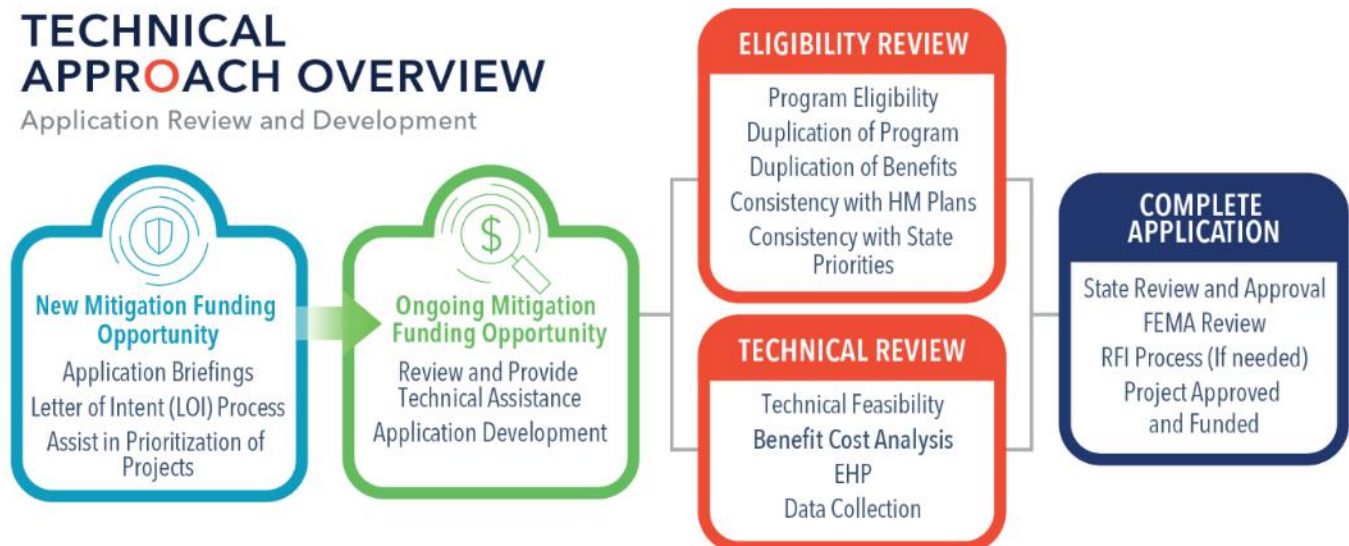
Our team will review and analyze grants applications and submit comprehensive and complete packages for FEMA review within established timelines. These include:

- Identifying hazard mitigation opportunities
- Assisting in the preparation of sub-grants application packages and documentation, including deed restrictions, affidavits, and all official legal correspondence
- Validating grants applications for consistency with mitigation plan and state priorities
- Conducting a thorough review for duplication of programs and DOBs
- Completion of the FEMA Application Review Tool (ART)
- Record and data management of all related project materials
- Completing all project management tasks and monitoring project implementation in accordance with the grant

### B.5.3 REVIEW, ANALYSIS, AND TECHNICAL ASSISTANCE OF SUBRECIPIENT APPLICATIONS

**Exhibit 10** outlines our technical approach for assisting a community with the application development, review, and submission process, and includes steps for new funding opportunities and funding opportunities in process. Typically, there are challenges for the subrecipient with incomplete and unsupported applications (e.g., Does the application show mitigation through an increased level of protection? Is the BCA fully supported and favorable?). Our experts will assist with the application development process and reduce those challenges and the time allocation toward navigating the mitigation program complexities.

*Exhibit 10: Technical Approach Overview*



For new mitigation funding opportunities, our team will support the University as needed, with applicant briefings and letters of intent; and assist with project prioritization. For any ongoing mitigation funding opportunity, our team will continue to support the University with developing complete and defensible



application packages, including all elements for an approvable BCA, scope of work, project schedules, EHP compliance, cost estimates, maps, photos, signature forms, etc. Effective scoping requires a team that not only has the technical capabilities to assess feasibility, cost-effectiveness, and environmental components of a project, but also knows how to ensure community support and navigate the eligibility complexities for FEMA's mitigation programs. The following sections provide more detail on the specific technical support areas and staff functions we will provide to support the University with HMA programs.

### Technical Assistance

We will assign SMEs to serve as consistent points of contact with University staff, based on the relevance of their experience to identified mitigation and resiliency opportunities. These experts will be supported by technical staff who bring specific expertise in critical areas, such as engineering reviews, BCAs, EHP, local building code standards and requirements, and other areas as needed. This type of approach ensures those who are considering applying for funds always know how to get their questions and problems resolved. It also provides easy access to the "right person" to answer questions or hold accountable when the situation warrants.

### BCA Assistance

BCA is a method that determines the future risk-reduction benefits of a hazard mitigation project and compares those benefits to the cost of the project. The result is a BCR. A project is considered cost-effective when the BCR is 1.0 or greater. Applicants are required to use FEMA-approved methodologies (such as the BCA Toolkit) to demonstrate project cost-effectiveness.

Witt O'Brien's is deeply experienced in use of the BCA Toolkit, which is the accepted methodology for demonstrating a positive benefit-cost relationship. Our mitigation specialists will help prepare the most aggressive, yet justifiable, BCA for applicant projects. We are also able to provide BCA training, if needed.

### Environmental and Historic Preservation

FEMA EHP review can become a major delay in the HMA process if the appropriate focus and expertise is not utilized to facilitate agreements, documentation, and a rapid resolution of associated issues required to get through the processes outlined by the NEPA, Section 106 (Historic Preservation), and the numerous other Federal, state, and local legal and regulatory frameworks that govern the expenditure of Federal funds. Witt O'Brien's takes the approach of trying to resolve EHP issues programmatically whenever possible as opposed to a project-by-project strategy, so that negotiations and documentation requirements necessary to achieve resolution have the broadest possible impact. Our approach is to engage with FEMA, the State Historic Preservation Officer, the National Council on Historic Preservation, and others to work through questions and establish agreements on the approach to related issues as early in the process as possible.

**New BENEFIT-COST ANALYSIS Toolkit Now Available**

**Benefit-Cost Analysis (BCA)** is the method by which the future benefits of a hazard mitigation project are determined and compared to its costs. FEMA requires a BCA to validate cost-effectiveness of proposed hazard mitigation projects prior to funding.

**Version 4.0** of the Benefit-Cost Analysis (BCA) Toolkit is here, featuring a streamlined user interface and improved user experience.

This **Excel-based tool** is compatible with both **Windows and Macintosh** operating systems.\*

Go to: [www.fema.gov/benefit-cost-analysis](http://www.fema.gov/benefit-cost-analysis) for download instructions

If you need technical assistance, please contact the BCA Helpdesk at [bchelpdesk@fema.dhs.gov](mailto:bchelpdesk@fema.dhs.gov)

\* OVER 2GB of RAM is required



## Project Cost Estimating

Expert cost estimators can be available to assist in the development of a complete and comprehensive HMA grants application as needed. Witt O'Brien's estimators consider future and local cost conditions to ensure all possible costs are captured to reduce future project amendments. In addition, Witt O'Brien's cost estimators are well-versed in FEMA's cost estimating format (CEF), which reduces RFIs by providing justifiable project costs.

### B.5.4 MITIGATION PROJECT IMPLEMENTATION

Once a grant application is awarded by FEMA, our mitigation specialists can help facilitate a kick-off meeting with the State to review the terms and conditions of the award. **Exhibit 11** presents our overall approach to project implementation.

#### Procurement

Procurement utilizing the correct federal process as outlined in 2 CFR can be very challenging for many subrecipients and is a leading reason for FEMA disallowing funds upon closeout. We will assist the University with procurement of services needed to implement sub-grant awards, such as reviewing procurement documents prior to advertisement. Our widespread knowledge of the procurement process will reduce compliance issues and allow SOW activities to remain eligible through the FEMA sub-grant closeout process.

#### Quarterly Reports

Our team will assist the University in tracking project progress according to the approved project schedule, and completing the subrecipient quarterly reports. We will identify any deviations from the project schedule and then coordinate with the University and vendors to discuss ideas for course correction or the need to modify the terms of the grant award. Any changes will require a formal schedule or scope modification with FEMA.

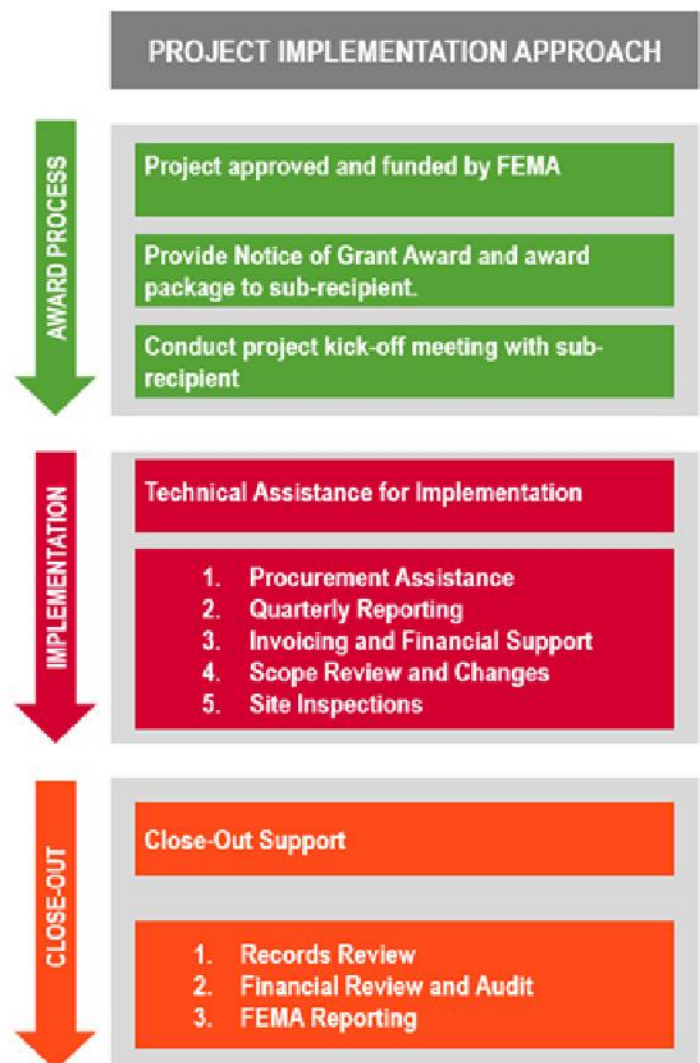
#### Project Amendments

If an amendment is required due to a necessary and unforeseen change in cost or scope, we will coordinate with the vendors to develop a project amendment package that is fully documented.

After FEMA approval, we will update project files to reflect the amendment details and continue with program management services. Witt

O'Brien's has developed more than 70 project amendment packages over the past 5 years, often due to changing conditions or cost elements related to the project implementation.

**Exhibit 11: Project Implementation Process**





### Invoicing and Financial Support

Witt O'Brien's will provide financial support to the University with reimbursement requests. We will ensure payments are made in accordance with the University's procedures and the terms of the grant award. Financial reviews will be conducted quickly, while protecting the University from risk by ensuring compliance with all federal rules and regulations.

### Closeout Support

For any projects in closeout, we will provide files in accordance with FEMA and State policy for records retention. Witt O'Brien's will complete a project closeout for all subgrants documenting procurement, grants completion, and payment in accordance with the award.

### B.5.5 WITT O'BRIEN'S APPROACH TO OTHER FEDERAL PROGRAMS

Witt O'Brien's approach to complementary Federal funding programs—including, but not limited to, CDBG-DR, FHWA-ER, FTA-ER, and NRCS-EWP—similarly mirrors both the FEMA PA and HMGP programs discussed above, albeit with their own area of specific focus, eligibility of work that qualifies for the programs, timelines, and cost shares.

These programs are vital to the full recovery of a community and when funds are made available from their emergency and disaster relief initiatives, we will ensure efforts to seek available funding while remaining compliant with program guidelines are made, so there are no gaps in the funding and framework they operate within.

*Witt O'Brien's has helped clients obtain millions of additional dollars by effectively braiding diverse funding streams and bringing that knowledge to the clients we serve to educate and empower them.*

Our PA professionals understand the wider implications of recovery and the ever-growing programs around recovery and resiliency beyond just FEMA PA and HMA. For large public infrastructure projects, the option to utilize additional funding sources on their own, or to "braid" various eligible grants programs is a way to achieve a comprehensive project for which one program alone may be insufficient.

Federal funding cannot duplicate other Federal expenditures, but a blended purpose can be achieved through multiple streams of Federal funding. Our experience "braiding" federal funding programs includes but is not limited to: FEMA grants programs (e.g., PA and the HMA family of grants; HUD CDBG-DR and CDBG-MIT; Federal Highway Administration [FHWA] programs; Small Business Administration [SBA] programs; and the various programs available through the CARES Act and the U.S. Treasury's ARPA).

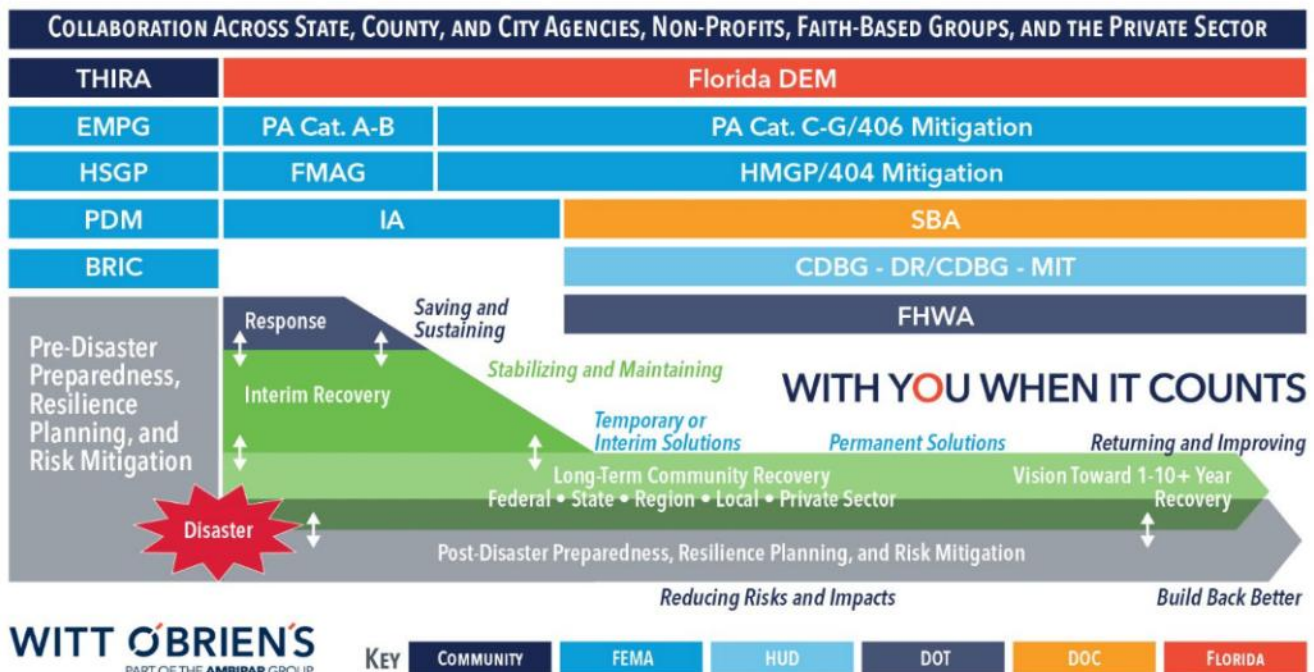




Under today's strained budgets and evolving regulatory environment, knowing what funding is available and how to bring innovation to increase funding opportunities is paramount to maximizing the dollars available. Critical to success for each of the funding streams is knowing what information is needed, how to gather it, how to document it, how to submit it, and how to manage the process all the way from grants initiation through closeout. This requires a comprehensive understanding of the various federal funding streams and processes (recovery funding as well as preparedness and response funding streams), state funding, and other requirements.

Witt O'Brien's understands the need for coordination among stakeholders at all levels, both internal and external, to execute the requirements of the various federal and state programs. **Exhibit 12** below depicts the interrelationship between these programs and agencies.

**Exhibit 12: Interrelationship of Federal and State Emergency Management Grants Programs**



Below we describe our approach to assisting the University in using the funds of key programs listed in the ITN. The Witt O'Brien's team will work with the University to ensure maximum funding is available by braiding these funding streams and incorporating all federal and state requirements associated with each program. We will approach each individual grants source with the same attention and monitoring for regulations, compliance, audit, deadlines, etc.

**Community Development Block Grant Disaster Recovery Program – CDBG-DR**

The CDBG-DR program is a needs-based program that supports local communities in recovering from a disaster event by providing support in a variety of ways. Our approach to this funding stream includes working with our clients' departments responsible for oversight and implementation of this funding source to:

- Discuss past projects, areas of unmet need, and identify where this funding stream may be applicable based on past, current, and future needs.

- Ensure proper procurement processes are in place and comply with HUD and DEO requirements including eligibility review, long-term project viability, environmental impacts, financial feasibility, cost-reasonableness, and project time and schedule.
- Provide guidance during the rebuilding process, ensuring contractors understand timelines for program requirements such as wage requirements, payroll, and construction closeout. And ensure any necessary monthly and quarterly reports are submitted.
- Develop and maintain a comprehensive filing system for project files to streamline grants process monitoring by State DEO and HUD monitoring reviews.
- Support with acquisition activities for substantially damaged properties such as homes and local businesses, including documentation, checklists, and notices to property owners.

### **Federal Highway Emergency Relief Program – FHWA-ER**

The FHWA-ER program is geared toward providing funding to repair and restore roadways, bridges, and associated functioning elements related to operation of same that are located on Federal Aid System-classified roads and are damaged as a result of a natural disaster. Our approach is to work with the client departments responsible for oversight and maintenance of these specific areas to:

- Determine emergency repairs vs. permanent restoration needs throughout the community based on program regulations.
- Help to estimate the extent of those damages and coordinate with the client's FDOT 1 ER Coordinator on the request for ER support.
- Manage expectations on what is eligible under each area of the program and map timelines to complete work and which Federal funding shares apply.
- Complete Detailed Damage Inspection Reports (DDIRs) with supporting information for approval.
- Complete all requirements for agreements and programs to complete the process.
- Help to implement and effect repairs and receive reimbursements.

### **Federal Transportation Emergency Relief Program – FTA-ER**

The FTA-ER program provides funding to various types of public transit operators that have sustained damage and losses as a result of a natural disaster. Our approach is to work with the client departments responsible for oversight and maintenance of public transit areas to:

- Discuss areas of unmet need and identify where this funding stream may be applicable based on past history and potential new needs.
- Monitor the announcements and availability of the funding stream and where the awards will be made.
- Determine the priority of the needs based on eligibility in the program, funding share, and amount of funding that may be made available for the University to access.

### **Natural Resources Conservation Service Emergency Watershed Program – NRCS-EWP**

The NRCS-EWP program provides financial support to repair and preserve non-navigable bodies of water. This program requires an early awareness of what naturally flowing water body damages are



the client's legal responsibility. Our approach is to work with the client departments responsible for oversight and maintenance of watershed-related areas to:

- Help determine where debris blockage, failure, erosion, and/or structural damage are present.
- Conduct outreach to the local NRCS office to get a determination on which areas are eligible to be presented for consideration.
- Assist with the collection and provision of preliminary documents to NRCS.
- Schedule and participate in inspection of the damages.

It is important to note that no physical repairs of damage should be conducted until a damage assessment is completed and a contract agreement is signed between the client and NRCS.

## B.6 TECHNICAL EVALUATION

***ITN Requirement: Technical evaluation will not take any costing information into consideration to determine the technical qualifications or abilities of Proposer(s).***

Acknowledged.

In terms of our ability to provide disaster management consultant services, our technical qualifications include the following and are provided in the proposal sections listed below:

- Experience: A. Experience of Proposer, B.4. Qualifications
- Staffing: B. Qualifications of Proposer
- Approach to providing the requested services: B.5. Technical Specifications

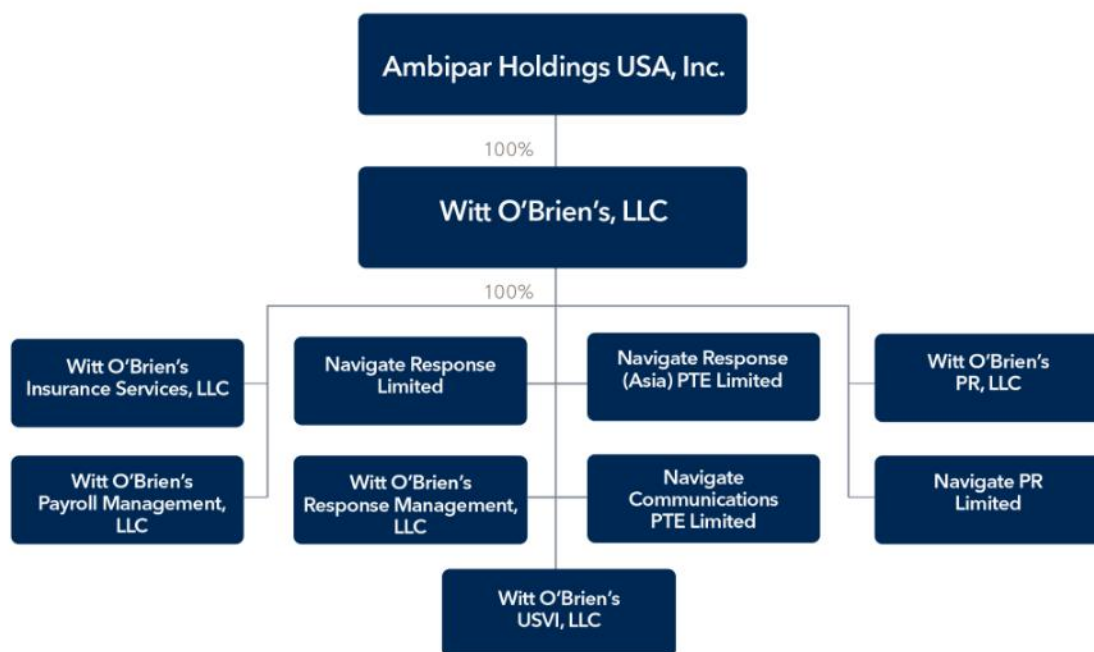
## B.7 CORPORATE ORGANIZATION & RESOURCES / EXPERIENCE OF THE TEAM

***ITN Requirement: Submit a chart of the company's organization and a description of the company structure and chain of ownership to the parent organization and any and all subsidiaries. List the total number of employees, including job titles and experience of individuals who will be part of the SOS for this contract.***

### B.7.1 ORGANIZATION OF THE FIRM

Witt O'Brien's, LLC is a wholly owned subsidiary of Ambipar Holdings, USA, Inc. Our firm has nine subsidiaries for business operations purposes, as shown in **Exhibit 13**. Our corporate organization provides us with the stability and resources of a larger firm with the agility of a smaller firm. Witt O'Brien's financial capability is backed by Ambipar; with \$1 billion in annual revenue. Ambipar was founded in 1995 and specializes in preparing for and responding to environmental, chemical, and biological emergencies that affect communities, companies, and the environment. Ambipar has worked in 39 countries, 7 continents, and 400 locations—and currently has 13 offices across the United States.

Exhibit 13: Corporate Organization Chart



### Depth of Resources

Witt O'Brien's staff is comprised of **approximately 1,200 employees nationwide**—the firm is small enough to be highly responsive to each client's needs, while also possessing the depth of resources, experience, and expertise necessary to produce the highest-quality work. In addition to the key personnel presented as part of this proposed project team, **the University will have access to our Cadre** to provide further depth in capability to meet evolving needs and any surges in demand.

Witt O'Brien's internal PMO collaborates with business practice management to maintain a highly qualified workforce of full-time employees, part-time employees, and an on-call cadre of around **350 additional staff of vetted consultants and SMEs** which ensures the firm's ability to be both client-responsive and to minimize the indirect cost of underutilized personnel. While many firms rely on 1099 resources and staffing agencies to fill their surge staffing needs, Witt O'Brien's is different. The firm can rapidly identify and deploy qualified personnel to meet specific needs and tasks. Witt O'Brien's extensive and highly trained cadre of technical specialists are available to assist with any surge in staffing needs that may result from the ebb and flow over the normal course of the program. **All personnel are vetted experts in relevant emergency management functions, or other valuable subject matter areas.**



### B.7.2 IDENTIFICATION OF THE PROJECT TEAM

Witt O'Brien's leadership, project managers, and the proposed UCF team have distinctive Florida experience that is valuable to consulting and working with FDEM and FEMA Region IV. From managers who have previously served as emergency management directors in Florida; to response, recovery, mitigation, prevention, preparedness, and grants management staff who formerly worked for



federal, state, and local emergency management agencies. Our knowledge and skillsets comprise all phases of emergency management and span across dozens of disasters and planned events.

Additionally, our grants management offerings are extensive, and we have teams of experts with **substantive experience** developing and running programs meant to address housing, food security, income security, workforce, early childhood care, public health, and a broad range of critical government and organizational functions and services.

### Organization of the Project Team

***Our qualified team brings the full range of expertise needed to complete the Statement of Work.***

The Witt O'Brien's team is purpose-built to provide comprehensive support to the University. All members of our team have been carefully **selected based on their specialized expertise as it relates to the University's stated needs, their ability to lead relevant programs and projects, and their availability to support UCF recovery efforts today.** The Witt O'Brien's project team, as well as the firm, is structured to ensure capacity to meet both anticipated and unanticipated needs, allowing access to the right expertise and staffing to conduct successful recovery efforts, with surge capacity to support specific needs following any future event.

We appreciate the University's operational posture, the complexity of its broad mission, and we know it is challenging to manage the response and recovery from multiple disasters while also maintaining readiness for the next event. Our methodical, project management-based approach to operational planning and execution guarantees the right solutions via the right resources at the right time.

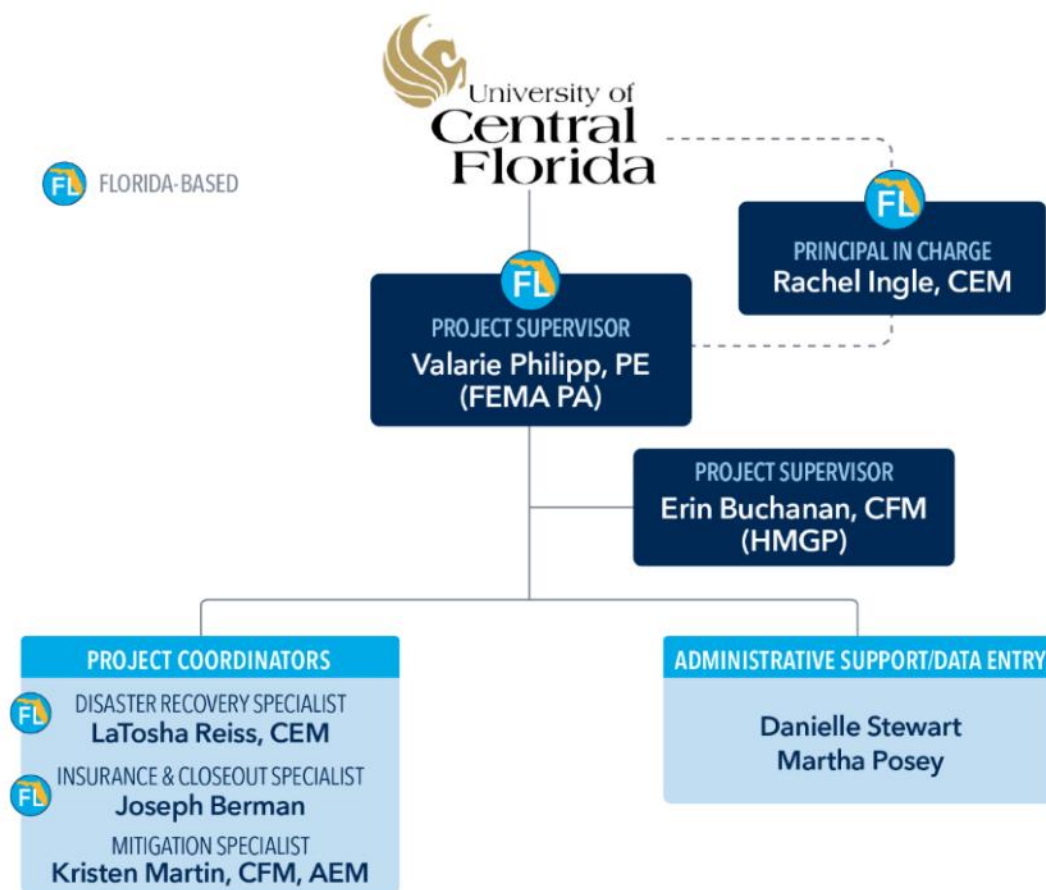
The Witt O'Brien's team is purpose-built to provide comprehensive support to UCF, allowing access to the right expertise and staffing to conduct the ongoing and future support needed, with surge capacity to support any new events that may occur during the contract. Our proposed **Project Supervisor (FEMA PA)—Valarie Phillip, PE**—as well as many in our deep bench of SMEs, policy architects, engineers, cost estimators, and other support personnel, have the specialized skills necessary to provide agile, quality support for any task. Valarie will be responsible for the day-to-day execution of project work, maintaining budget and schedule compliance by managing resources throughout the project, and providing oversight of all staff and contract activities. She will be supported in overall project management by **Principal in Charge—Rachel Ingle, CEM**—and **Project Supervisor (HMGP)—Erin Buchanan, CFM**. Erin will assist in leading any tasks related to HMGP.

***Our proposed initial team includes core staff readily available to engage and provide assistance to UCF. We will be prepared to make a project plan and discuss onsite versus remote support with the University as the needs of the project demand.***

Our management team will ensure all tasks are performed with an intelligent division of the work. After a task order is issued and the project is kicked-off, we will collaborate with UCF to understand your immediate needs and assign the appropriate resources to begin immediately supporting your efforts.

Our management team will select the right staff based upon each task's technical requirements. Throughout the duration of the contract, we will work with the University to collaborate on the skills needed for each task and what staff may comprise each team. As mentioned, Witt O'Brien's **maintains a corporate Portfolio Management Office (PMO) that supports all project managers**, ensuring our project teams have the appropriate tools and support and are implementing industry best practices and innovations developed from across the Witt O'Brien's organization. Our PMO Lead will provide support and guidance to ensure accountability to the University and to Witt O'Brien's management.



**Exhibit 14: Organization of the Proposed Team****Biographical Summaries of the Management Team**

Each of our selected staff meets or exceeds all qualifications for their assigned role, offering UCF consistent, high-quality service. Witt O'Brien's staff operate from their homes. **Available to immediately execute the contract upon notification of award**, the team presented herein is **able to respond to meet the University's needs**. Detailed resumes for all of our proposed initial project team are provided in **Appendix 1**.



**Rachel Ingle, CEM – Principal in Charge.** Rachel is the Deputy Practice Lead for our Infrastructure Services practice, **a Florida Resident**, and brings in-depth knowledge and experience of the principles and practices of disaster recovery and mitigation. She is an International Association of Emergency Management-**Certified Emergency Manager (CEM)** with **an extensive background in disaster response and recovery that includes work at the local, state, and federal levels**.



She has in-depth experience effectively obtaining funding and managing federal grants programs for Recipients and Subrecipients related to such programs as FEMA PA, 404 Hazard Mitigation, CDBG-DR, and CDBG-MIT with successful outcomes. She was responsible for obtaining and managing over \$27 million in recovery funding maximizing the use of the FEMA PA program dollars and CDBG-DR program funding. Her knowledge of and experience with the structure and functional responsibilities of



federal, state, and local governments, special districts, and other emergency services organizations has enabled her to successfully manage the myriad of recovery grants programs for our clients and lead the way in braiding recovery funding streams together.

She successfully led clients during the recovery from COVID-19 maximizing the use of CDBG-MIT, FEMA PA, and other federal grants programs. Rachel has a BSc in Emergency Management and Homeland Security and an Executive Certificate from Harvard University.



**Valarie Philipp, PE – Project Supervisor (FEMA PA).** Valarie is a **Florida Resident**, an Associate Managing Director at Witt O'Brien's, and a **registered Professional Engineer (PE) in the States of Florida and Georgia**. She has more than 20 years of experience providing disaster preparedness, response, and recovery support to state, county, and municipal governments as well as healthcare providers, educational institutions, and



non-governmental organizations (NGOs). **She is a SME in grants management, cost recovery, FEMA disaster closeouts, procurement compliance, and appeals resolution** and regularly assists government clients throughout Florida with annual contract procurement and maintenance activities, as well as disaster planning and all-encompassing grants management program training initiatives. Valarie is currently managing client projects in response to COVID-19 FEMA grants funding totaling over \$400 million in obligated and in-process funding.

Prior to joining Witt O'Brien's, **Valarie served as a FEMA Technical Assistance Contractor (TAC), managing recovery programs in South Florida following the historic 2004 and 2005 hurricane seasons, and as Deputy PA Coordinator (PAC) for FDEM where she oversaw 218 municipal and private non-profit organizations applying for more than \$560 million in federal funds.** She also worked as a structural engineer, undertaking forensic investigations, structural analysis, repair design, construction period services, and litigation support for structural failures, construction defects, and natural disasters.



**Erin Buchanan, CFM – Project Supervisor (HMGP).** Erin has nearly 20 years of hazard mitigation experience, including project and application development, grants management, financial data management, and mitigation planning. Erin is a **graduate of FEMA's Professional Development Series and a Certified Floodplain Manager (CFM)**. She supports communities by connecting hazard mitigation planning to project and application development. She has successfully led the development and

implementation of state- and local-level Hazard Mitigation Assistance projects and **managed over \$3 billion in mitigation funding strategies.** Erin's use of **effective Benefit-Cost Analyses to achieve acceptable Benefit-Cost Ratios** has been instrumental in the obtainment of Hazard Mitigation Assistance funding.

Prior to joining Witt O'Brien's, Erin worked as a **Disaster Assistance Employee (DAE) for FEMA Region IV**, responsible for providing support and technical guidance to State and Local governments during the development and implementation of the hazard mitigation program and projects. Erin was also a coordinator for **FEMA's Community Education and Outreach Group**, where she assisted in the development of the mitigation community education and outreach strategy and managed outreach and education activities.



## Biographical Summaries of Other Key Staff



**LaTosha Reiss, CFM – Disaster Recovery Specialist.** Tosha Reiss is a Disaster Recovery Specialist, bringing more than over 15 years of experience supporting hurricane recovery in the State of Florida. Tosha is an International Association of Emergency Management-**Certified Emergency Manager (CEM) with an extensive background in disaster response and recovery that includes work at the local, state, and**



**federal levels.** Tosha has been engaged in supporting FEMA PA for over a decade. Her work has spanned severe weather events, COVID-19, mass shootings, wildfires, and hazardous material events. Since joining Witt O'Brien's, she has supported disaster recovery projects for Tennessee Emergency Management Agency; Upper Dublin Township, PA; City of Greenwood, AR; Cobble Hill Health Center (NY); and California State University.



**Joseph Berman – Insurance & Closeout Specialist.** Joseph has over 25 years of professional experience with **more than 15 years of direct experience as a FEMA PA disaster recovery and closeout specialist.**



Over his career, Joseph has functioned in various roles during the recovery efforts for multiple hurricanes and severe weather events. He has served as a PA consultant, FEMA and state project assistance coordinator and project specialist, and FEMA and state closeout specialist. He has helped federal, state, and local government agencies, NGOs, and the private sector navigate the FEMA PA Program, **focusing on infrastructure damage assessments and project closeout.** He also has **on-the-ground disaster recovery experience as a former FEMA PA-TAC team lead** for multiple disasters. Joseph also has **more than 30 years of experience as a licensed property and casualty, life, and health insurance agent in the State of Florida** where he specialized in commercial business insurance.



**Kristen Martin, CFM, AEM – Mitigation Specialist.** Kristen brings hazard mitigation and resiliency experience including mitigation planning, project and application development, grants management, and cost-benefit analyses. Kristen is a **graduate of FEMA's Professional Development Series and a Certified Floodplain Manager (CFM).** She is also an International Association of Emergency Management-certified **Associate Emergency Manager (AEM) with an extensive background in disaster**

**response and recovery that includes work at the local, state, and federal levels.** She has provided pre-disaster resiliency services to several clients across the U.S. and continues to provide post-disaster hazard mitigation services to clients in the U.S. Virgin Islands (USVI). Prior to joining Witt O'Brien's, Kristen served in hazard mitigation and resiliency roles for Miami-Dade County, Florida; the City of Miami, Florida, and the City and County of Honolulu, Hawaii.

## B.8 LOCATION OF CORPORATE HEADQUARTERS

**ITN Requirement: Submit the location of corporate/company main office or headquarters.**

Witt O'Brien's corporate office and 24/7/365 Emergency Command Center (ECC) is located at 818 Town & Country Blvd., Suite 200, Houston TX 77024.



## B.9 LOCATION OF SERVICES

***ITN Requirement: Include a list of all locations which will be servicing this level of effort and responding to a disaster at any UCF location(s).***

The team presented herein is ***available to rapidly respond to meet the University's specific needs quickly and efficiently.*** The Witt O'Brien's team includes ***two management team members, plus two additional members of the team, who live in Florida and are committed and available to assist UCF on-site on a full-time basis or as program needs dictate.***

Other members of our project team operate from their homes and are deployable as needed for this contract. The widespread nature of our consulting service offerings lends itself to a mostly remote work environment for most of our employees since there is a tremendous amount of support that can be provided remotely ***at significant cost savings to our clients.*** All team members are equipped with appropriate software to meet the University's need for remote meetings and remote engagement. All documents are securely stored, and we maintain an IT department, as well as a data team, to assist with any client needs regarding storage and security of data.

Witt O'Brien's remains flexible and is prepared to serve from an office or in-person, as desired by UCF. ***Witt O'Brien's will work with the University to determine the path, process, and speed for support that is in the best interests of the specific project needs,*** to determine whether and where we should provide on-site support, and how many staff, or to set up an electronic document exchange to support project activities remotely.

# SECTION C:

## Pricing

WITH YOU WHEN IT COUNTS

WITT O'BRIEN'S  
**ambipar**<sup>®</sup>  
*response*



## C. PRICING FOR APPLICABLE LABOR AND EQUIPMENT

**1. Furnish documentation with an itemized sheet of all applicable labor categories and rates for regular and overtime labor hours using each applicable Appendix below.**

We are pleased to present the following cost proposal table per the requirements of the ITN. Fees will be based on the rate schedule outlined below and will be invoiced on a time and materials basis.

**Exhibit 15: Price Sheet for Consultant Services**

Employee Classification	# Available	Regular Hourly Rate	Non-Regular Hourly Rate
Principal	11	\$168	\$168
Project Supervisors	16	\$152	\$152
Project Coordinators	23	\$119	\$119
Administrative Support/Data Entry	159	\$50	\$50

### Assumptions

- Hourly rates are inclusive of taxes, overhead, and profit.
- All non-labor other direct costs will be billed to UCF at cost without mark-up. This includes travel expenses such as airfare, hotel, per diem, rental car and/or mileage, which will be billed in accordance with the current GSA schedule.
- All expenses shall be submitted with full supporting documentation in compliance with FEMA guidelines for reimbursement.

**2. Include pricing for all items and services which will be billed on a volumetric or a quantity basis. As an example, the cost for each cubic yard of waste. Another example would be pricing for stump removal, or per truck load of vegetative debris. Even more examples will include the cost per square foot for mold removal, as well as cost per cubic foot of water removal from freeze dried manuscripts and artwork. The pricing must be all inclusive, accounting for labor, overhead and profit, as well as any consumables. Each item in the specific scope of service will be addressed to demonstrate the successful proposer(s) understanding and ability to furnish the required service.**

Not applicable to disaster management consultant services.

**3. Include pricing tables for all applicable equipment that would be needed to respond to the disaster.**

Not applicable to disaster management consultant services.

**4. Include the quantities of each applicable piece of applicable equipment that is within the available required delivery time.**

Not applicable to disaster management consultant services.

# SECTION D:

## Equipment Availability

WITH YOU WHEN IT COUNTS

WITT O'BRIEN'S  
**ambipar**<sup>®</sup>  
*response*



## D. EQUIPMENT AVAILABILITY

***1. Identify the equipment which it owns or has pre-existing leasing contracts already in place.***

Not applicable to disaster management consultant services.

***2. All supplemental or additional inventory equipment which would need to be secured by the proposer upon issuance of a work authorization will also be identified.***

Not applicable to disaster management consultant services.

***3. The time to mobilize and deliver any needed equipment should be stated for each piece of equipment. This information will be used to demonstrate the ability to respond in a timely manner.***

***We come ready.*** Upon project activation, the Project Supervisors will coordinate with the University to determine the specific personnel resource needs of the project. Witt O'Brien's anticipated resources for this work include our consulting services team members. All team members are equipped with the proper tools to efficiently and effectively provide the requested services including laptop computers and cell phones and are backed by our corporate services including our in-house IT Department and PMO for access to additional resources and project management support as needed.

If desired, we can participate in response operations as requested to ensure that all work is properly documented for federal reimbursements. Witt O'Brien's ECC provides our teams with 24/7 push notifications regarding potential weather events. If it appears the University may be impacted by an anticipated event, our Project Supervisors or other member of the management team will contact the University's representative starting at least 72 hours prior to the storm event to gauge the need for support from our team under this contract.