

CONTRACTUAL AGREEMENT FORM

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Contractual Agreement Form, the bidder guarantees compliance with the provisions stated in this solicitation and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder is not owned by the Chinese Communist Party.

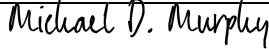
Per Nebraska’s Transparency in Government Procurement Act, Neb. Rev Stat § 73-603, DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Vendors. This information is for statistical purposes only and will not be considered for contract award purposes.

_____ NEBRASKA VENDOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Vendor. “Nebraska Vendor” shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this Solicitation. All vendors who are not a Nebraska Vendor are considered Foreign Vendors under Neb. Rev Stat § 73-603 (c).

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

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

THIS FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN

COMPANY:	Continuity Operations Group, LLC
ADDRESS:	7204 S 157th Street, Omaha, NE 68136
PHONE:	(703) 651-6199
EMAIL:	mike.murphy@cog-llc.com
BIDDER NAME & TITLE:	Michael D. Murphy, CEO
SIGNATURE:	
DATE:	2/24/2026

VENDOR COMMUNICATION WITH THE STATE CONTACT INFORMATION (IF DIFFERENT FROM ABOVE)	
NAME:	
TITLE:	
PHONE:	
EMAIL:	

**Attachment A
Bidder Questionnaire
RFP 124469 O5**

Bidder Name: Continuity Operations Group, LLC

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

CORPORATE OVERVIEW

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

Response:

Full company or corporate name: **Continuity Operations Group, LLC**

Address of the company's headquarters: **7201 Warbler Lane, McLean, VA 22101**

Entity organization (corporation, partnership, proprietorship): **Limited Liability Company with S-Corp status**

State in which the bidder is incorporated or otherwise organized to do business: **Virginia**

Year in which the bidder first organized to do business: **2010**

Whether the name and form of organization has changed since first organized: **No Change**

1.2	<p>FINANCIAL STATEMENTS</p> <p>The bidder should provide financial statements applicable to the firm. If publicly held, the bidder should provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.</p> <p>If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, should be submitted in such a manner that solicitation evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm should provide a banking reference.</p> <p>The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.</p> <p>The State may elect to use a third party to conduct credit checks as part of the corporate overview evaluation.</p>
------------	---

Response:

Continuity Operations Group, LLC is a limited liability firm which maintains S-Corporation status. The firm's unaudited financial statements for the last three calendar years and bank reference information are presented in **Appendix A** of this response (**starting on page 17**).

At present and to our knowledge, Continuity Operations Group, LLC, **does not** have any judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization.



Our Profile

Continuity Operations Group, LLC (COG) provides experienced Homeland Security, Emergency Preparedness and Disaster Response and Recovery professionals, and Grants Managers in support of federal, state, county and local governments and educational institutions. COG is a strategic consulting firm with a tactical and operational focus. We are headquartered in McLean, Virginia. COG brings a combined fifty years of experience in military planning, operations, policies, and procedures. We have the unique capability to translate our experience and expertise to the civilian sector in support of our customers. Our approach is based upon our understanding that our customers' needs the guidepost for our support services. We begin each project with an intensive exploration into the unique operating environment, capabilities, needs, and goals of our customer.

David L. (Jake) Timm and Michael D. (Mike) Murphy are our Managing Directors. Each is a retired Colonel from the U.S. Armed Forces. They have worked together for over 15 years as strategic planners and colleagues in the field of Continuity of Operations Planning (COOP)/and Continuity of Government (COG) Planning. Both men are combat veterans of Operations NORTHERN WATCH and IRAQI FREEDOM. Within the COOP/COG arena, both of our Managing Directors were project leaders on a host of initiatives and critical programs within the National Capital Region. Each has worked extensively with the Departments of Defense and Homeland Security, elements of the Intelligence Community, the Washington Metro Area Transit Authority, state, and local law enforcement in and around Washington DC, and the school systems of Washington DC, Fairfax County VA, Montgomery County MD, and Prince George's County MD.

Our Mission

To build enduring business relationships with our customers within a framework of trust, integrity, and the highest levels of professional competence and project execution.

Our Scope of Services

Our services include operations, plans, exercises, evaluations, inspections, and analyses in the vital fields of COOP/COG.

BUSINESS LOCATION(S):

Headquarters:
7201 Warbler, McLean, VA 22101

Satellite Offices:
Louisiana
New Jersey
Nebraska

PRIMARY CONTACT:

Michael D. Murphy, CEO
Office: (703) 651-6199
Cell: (703) 362-7977
Email: mike.murphy@cog-llc.com

NUMBER OF YEARS PROVIDING SERVICES:

COG was founded 16 years ago, on Pearl Harbor Day, 2010, as a strategic consulting firm with a tactical and operational focus.

SERVICES PROVIDED:

- FEMA Public Assistance Grants Program Technical Support Services
- Grants Management and Administration
- Disaster Response and Recovery Services
- Emergency Management and Preparedness Services
- Homeland Security Planning, Exercise, and Training Services

Please visit our web site @ www.cog-llc.com

COG’s client base spans a wide range of industries, from those at the highest levels of the federal government to state and county-level agencies, transit authorities, educational campuses, and city governments, businesses, and social centers at the local level.

The company’s two principals, Michael D. Murphy, CEO and David L. Timm, COO, have more than fifty years of combined experience in military planning, operations, policies, and procedures, which gives them a unique ability to translate this collective experience into real-world results.

Corporate Structure:	LLC/S Corporation Filing Status	
State/Date of Incorporation:	Virginia, December 7, 2010	
Owners/Shareholders:	Michael D. Murphy	David L. Timm
	Chief Executive Officer	Chief Operating Officer
	7201 Warbler Lane	2516 Sterling Point Drive
	McLean, VA 22101	Portsmouth, VA 23703
	(703) 651-6199	(703) 629-3152
	mike.murphy@cog-llc.com	jake.timm@cog-llc.com

We employ grant specialists, project managers, technical specialists, and advisory staff who are experienced in helping local governments and private nonprofit organizations in addressing the effects of a wide range of contingencies, both natural and man-made. In the process of providing our services, we ensure the welfare of the clients’ affected communities, the integrity of the clients’ projects, and the aftereffects of the clients’ long-term economic recovery planning. We bring a superior pool of personnel who offer clients quality, professional “hands-on” services, as shown in **Table I below, COG’s staffing composition:**

Table I: COG’s Staffing Composition

COG’s Employs

Full-time Employees, Part-time Personnel, and Independent Contractors

- 
30 FULL-TIME/ 2 PART-TIME
Emergency Management Specialists
- 
11 Independent Contractors
Emergency Management Subject Matter Experts
- 
64 Reservists
Emergency Management, Disaster Recovery, and
Emergency Operations Center Personnel (Resources Pool/On-Call Access)

COG’s professionals have a long running history of engagements with the FEMA's Public Assistance (PA) Program. Based on our collective experiences, we are intimately familiar with the culture of FEMA and how decisions are made at each level of the Agency. As a result, our Team has considerable knowledge of the intricacies of the FEMA PA program. Our mission is to apply this knowledge, understanding, and expertise to assist the State of Nebraska in maximizing all available funding opportunities. **Table IV below, Public Assistance Disasters**, lists the legacy and current disasters for which our staff have been and, in some cases still are, actively involved.

Table IV: Public Assistance Disasters

Firm Experience	Individual Staff Experience
<p>New Jersey</p> <ul style="list-style-type: none"> • DR4086-Hurricane Sandy • DR4264-Winter Storm Jonas • DR4368-Winter Storm Quinn • DR4488-COVID 19 • DR4574-Tropical Storm Isaias • DR4597-Winter Storm Orlena • DR4614-Tropical Storm Ida • DR4725-NJ Severe Storm and Flooding • EM3573-Tropical Storm Ida 	<p>Louisiana / *Texas</p> <ul style="list-style-type: none"> • DR 1603-Hurricane Katrina • DR 1607-Hurricane Rita • DR 1786-*Hurricane Gustav • DR 4080-Hurricane Isaac • DR 4485-Hurricane Barry • DR 4484-COVID 19 • DR 4559-Hurricane Laura • DR 4577-Hurricane Zeta • DR 4611-Hurricane Ida • EM 3392-Tropical Storm Nate • EM 3543-Tropical Storm Sally • EM 3549-Tropical Storm Zeta <p>Florida</p> <ul style="list-style-type: none"> • DR 1673 Hurricane Ian <p>New York</p> <ul style="list-style-type: none"> • 9/11 Terrorists Attacks

COG’s client base spans a wide range of industries, from those at the highest levels of the federal government to state and county-level agencies, transit authorities, educational campuses, and city governments, businesses, and social centers at the local level.

In addition to providing FEMA Public Assistance grants administration and technical support services, we also administer

- Department of Homeland Security’s Assistance to Firefighters Grant (AFG) Program,
- American Rescue Plan (ARP) Firefighters Grants
- FEMA’s Staffing for Adequate and Emergency Response (SAFER) Grants Program,

And we offer guidance on the fundamentals of planning and developing Emergency Operations Plans (EOP) in the areas of prevention, protection, response, recovery, and mitigation. We guide our clients in engaging the “whole community” in addressing risks that might significantly impact their communities. *One of our most exciting new projects is providing FEMA Grants Administration and Emergency Preparedness Technical Support Services to the New York/New Jersey Host Committee in support of the 2026 FIFA World Cup Grants Program.*

1.3	<p>CHANGE OF OWNERSHIP</p> <p>If any change in ownership or control of the company is anticipated during the twelve (12) months following the solicitation response due date, the bidder should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded bidder(s) will require notification to the State.</p>
<p>Response: No change of ownership or control of the company is anticipated.</p>	
1.4	<p>OFFICE LOCATION</p> <p>The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska should be identified.</p>
<p>Response: 7204 S 157th Street, Omaha NE 38136</p>	
1.5	<p>RELATIONSHIPS WITH THE STATE</p> <p>The bidder should describe any dealings with the State over the previous ten (10) years. If the organization, its predecessor, or any Party named in the bidder's solicitation response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contract exists, so declare.</p>
<p>Response: Continuity Operations Group, LLC has not previously conducted business in the State of Nebraska.</p>	
1.6	<p>BIDDER'S EMPLOYEE RELATIONS TO STATE</p> <p>If any Party named in the bidder's solicitation response is or was an employee of the State within the past twelve (12) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.</p> <p>If any employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor to the bidder, as of the due date for solicitation response submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this solicitation. If no such relationship exists, so declare.</p>
<p>Response:</p> <p>Name: Stephen A. Rasgorshek</p> <p>Mr. Rasgorshek is a resident of Omaha, Nebraska, and a former employee of the State of Nebraska (former State Patrol Officer and other departments professional).</p> <p>Position held with the bidder (COG): FEMA Public Assistance Grant Program Grants Administration Consultant for the State of New Jersey</p> <p>Describe the responsibilities of such persons within the proposing organization: COG employs Mr. Rasgorshek as an independent contractor; he serves as a Public Assistance Coordinator for the New Jersey Office of Emergency Management.</p> <p>(If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this solicitation. If no such relationship exists, so declare).</p>	

COG is not aware of any conflict of interest that might arise regarding Mr. Rasgorshek's current working status with our firm and our participation in any award stemming from this solicitation response.

CONTRACT PERFORMANCE

If the bidder or any proposed subcontractor has had a contract terminated for default during the past ten (10) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

1.7

It is mandatory that the bidder submit full details of all termination for default experienced during the past ten (10) years, including the other Party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's solicitation response accordingly. If no such termination for default has been experienced by the bidder in the past ten (10) years, so declare.

If at any time during the past five (5) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.

Response: No contract terminations

SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

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

The bidder should address the following:

1.8

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

Response: COG's projects that are similar in size, scope, and complexity are as follows:

PROJECT SUMMARY MATRIX

Vendor	Period of Performance	Contract Value	Similar Work Description
State of New Jersey Office of Emergency Management (NJOEM)	2019 to Present	\$60M +	Provides Statewide FEMA Public Assistance and Hazard Mitigation Grants Program Administration and Technical Support Services.
State of New Jersey Department of Health (DOH)	2017 to Present	\$2.9M	Provides the NJ DOH with Subject Matter Experts for the purpose of performing the following activities: Planning & Development; Risk Assessments; Coordinating and Collaboration; Training and Exercises; Information Management; Mitigation and Recovery.
State of New Jersey State Operations Center (SEOC)	06/01/2025 to 06/30/2028	\$12M	Provides personnel to assist the SEOC in developing and maintaining comprehensive Emergency Operations Plans (EOPs) and procedures to execute an immediate tactical response, and to provide ongoing support and management throughout the recovery process regardless of the type or extent of damage, activity disruption, or size and criticality of the affected area.

a. Referenced Project (1)	State of New Jersey Office of Emergency Management (NJOEM)
b. Period of Performance	2019 to Present
c. Scheduled/Actual Completion	Scheduled Project Completion set for September 2026
d. COG's Responsibilities	Prime Vendor: COG has provided staff augmentation to the State of New Jersey in support of its statewide FEMA Public Assistance Program for the past five years. Our initial Public Assistance Unit staff consisted of 50-plus full-time employees, and 10 independent contractors who were actively involved in assisting the New Jersey State Police, Office of Emergency Management in administering FEMA Public Assistance funding to State agencies, local municipalities, Tribal entities, and certain Private Non-Profits for nine (9) federally declared events, both legacy and recent occurrences. Our staff performed assigned duties in the capacity of State Liaisons or Public Assistance Coordinators. As of August 31, 2025, we successfully assisted the State of New Jersey in closing out several major disasters, and our current staff augmentation services now consists of 32 full-time employees, and 1 independent contractor, who are in the process of closing the remaining disasters (with a scheduled completion of September 2026). Our staff have been involved in every aspect of providing FEMA Public Assistance services to the State of New Jersey, from preliminary damage assessments, to processing Requests for Public Assistance, to developing scope and costs estimates, through to closeout.
e. Customer Reference (name, telephone, facsimile, email):	Patty Panaro, NJOEM Grants Manager Telephone: (609) 963-6931 Email: patricia.panaro@njosp.gov
f. Project delivery date and budget (actual and/or planned):	Scheduled Project Delivery Date: September 30, 2026 FEMA PA Funds Administered: \$3.2B Contract Amount to Date: \$60M

a. Referenced Project (2)	State of New Jersey Department of Health (DOH)
b. Period of Performance	2017 to Present
c. Scheduled/Actual Completion	Ongoing/as needed per issued task order
d. COG's Responsibilities	Prime Vendor: COG provides assessment, consulting, and formal plan development on an ongoing basis to the New Jersey DOH. Our staff spearheaded the rewriting of the DOH's Medical Counter Measures (MCM) Plan, which consists of the process that the State of New Jersey would utilize to implement medical countermeasures in response to myriad disasters that can impact public health (such as the current COVID-19 pandemic). The most significant aspect of the MCM Plan involves the process to request, receive and distribute the Strategic National Stockpile (SNS) from the Centers for Disease Control (CDC). The SNS contains pharmaceuticals and medical supplies needed in response to a serious incident that has overwhelmed the

	State's medical system. COG also facilitated training and exercising upon all plans with New Jersey DOH.
e. Customer Reference (name, telephone, facsimile, email):	Sejal Patel, Director of Emergency Management Telephone: (609) 984-7922 Email: sejal2.patel@doh.nj.gov
f. Project delivery date and budget (actual and/or planned):	Scheduled Project Delivery Date: ongoing/as needed and requested by New Jersey DOH Contract Amount to Date: \$2.9M
a. Referenced Project (3)	State of New Jersey, State Emergency Operations Center (SEOC)
b. Period of Performance	June 1, 2025 to June 30, 2028 (with an additional 3-year option)
c. Scheduled/Actual Completion	June 2028
d. COG's Responsibilities	Prime Vendor: COG provides qualified personnel and subject matter experts to the State of New Jersey in support of the following: The State must have comprehensive Emergency Operations Plans (EOPs) and procedures to execute an immediate tactical response, and to provide ongoing support and management throughout the recovery process regardless of the type or extent of damage, activity disruption, or size and criticality of the affected area. The NJOEM is also required to retain the State's current Hazard Mitigation Plan, Continuity of Government Plan and the Continuity of Operations Plans of several partner agencies. All these plans have varying compliance dates requiring revision and re-promulgation either annually, biennially, or every five years. Over the past several years, the NJOEM and its partners in the Federal Emergency Management Agency (FEMA) and various New Jersey departments and agencies have worked diligently to develop emergency preparedness and response plans to address all hazards that the State may encounter. In addition, the NJOEM is responsible for managing the primary SEOC in West Trenton, one (1) alternate SEOC location in Warren County, one (1) alternate SEOC location in Cape May County, and for maintaining staff capabilities at a constant state of readiness. During disaster times, the SEOC could be required to support well over 200 workers from numerous state and partner agencies. On a regular basis, personnel must be trained and exercised on physical plants' capabilities, operational procedures, resource management systems and tools, computer-based programs, and communications equipment utilized at the SEOC. Additionally, the NJOEM and its partners will implement corrective actions process to continuously identify shortfalls and include positive improvement planning moving forward. COG provides personnel and subject matter experts to the SEOC in support of these efforts.
e. Customer Reference (name, telephone, facsimile, email):	Major Douglas Lemanowicz, Commanding Officer Telephone: (609) 963-6900 extension 6933 Email: douglas.lemanowicz@njssp.gov
f. Project delivery date and budget (actual and/or planned):	Ongoing through June 2028 Current Contract Amount: \$12M

1.9	<p>SUBCONTRACTORS If the awarded bidder(s) intends to subcontract any part of its performance hereunder, the awarded bidder(s) should provide:</p> <ul style="list-style-type: none"> i. name, address, and telephone number of the subcontractor(s), ii. specific tasks for each subcontractor(s), iii. percentage of performance hours intended for each subcontract; and iv. total percentage of subcontractor(s) performance hours.
------------	--

No Response Required:

TECHNICAL RESPONSE

2.1	<p>Describe bidder’s process for providing PA technical services.</p> <p>The bidder should address the following:</p> <ul style="list-style-type: none"> i. Bidder’s process for reviewing projects for sub-recipients not yet obligated by FEMA ii. Bidder’s process for reviewing projects for sub-recipient(s) after obligation to ensure eligible payments made to sub-recipient(s) and smooth closeout process iii. Bidder’s process for working with sub-recipients to ensure needs of project are met (Please provide at least one narrative description of previous work with a sub-recipient)
------------	--

Response:

i. Bidder’s process for reviewing projects for sub-recipients not yet obligated by FEMA

Our Team’s initial sub-recipient review process entails assisting the State in educating the sub-recipient on how to submit a *Request for Public Assistance*. During this stage and while performing in the capacity of State Applicant Liaisons (SAL) or Public Assistance Coordinators (PAC), our team members will attend Applicant Briefings, which are meetings conducted by FEMA for the purpose of providing information related to the Public Assistance Grants Program Policy Guidance (PAPPG), Grants Portal Application processes, and immediate disaster specific directives and other pertinent Public Assistance Program specifics. This process includes other activities such as attending and participating in the FEMA/sub-recipient Exploratory Calls and Recovery Scoping Meetings, where the sub-recipient can disclose information related to disaster impact, anticipated project formulations, project categorizations, and potential eligibility issues. By participating in these activities, the COG team will provide outreach support through Public Assistance technical support services to the sub-recipient, ensuring that program regulations are adhered to, established deadlines are met, and disaster specific information is communicated on a timely basis so that sub-recipient funding opportunities can be maximized and the risk of de-obligation can be minimized or eliminated.

The COG team can also assist the State with reviewing the sub-recipients’ initial project formulations, whereby they identify eligible damages using FEMA’s Damage Inventory Listing spreadsheet template (standard form), which will eventually lead to developing detailed Damages, Descriptions, and Dimensions (DDD) reports, along with associated reasonable cost estimates.

ii. Bidder’s process for reviewing projects for sub-recipient(s) after obligation to ensure eligible payments made to sub-recipient(s) and smooth closeout process

Our experience in providing Public Assistance administrative and technical support services related to project reimbursement reveals that the major obstacle between the sub-recipient and the timely reimbursement of expenses is the submission of proper procurement and invoicing documentation. We will review applications to ensure that scopes of work are complete and will assist in identifying mitigation and/or improved project opportunities. We will assist the sub-recipient in engaging FEMA to include any newly found damage and/or requested amendments, and we will provide guidance in support of documentation retention and other requests for reimbursement issues.

Upon project obligation and FEMA’s release of funds to the State for reimbursement to sub-recipients and verifying that all funding agreements have been approved and properly executed by all parties, FEMA will transition the sub-recipients’ projects to the State for continued management and final closeout of projects via the Recovery Transition Meeting. This review process

will entail showing that the sub-recipient contracted with qualified firms and followed proper bid and procurement procedures, identified and addressed all cost over- and under-runs, performed within established timeframes, submitted and were approved for any applicable time extension requests (supported by schedules and budgets), provided applicable insurance documentation, and are up to date on quarterly reporting.

iii. Bidder's process for working with sub-recipients to ensure needs of project are met (Please provide at least one narrative description of previous work with a sub-recipient)

The following narrative is based on the COG Teams current FEMA Public Assistance Technical Support services in support of the New Jersey Office of Emergency Management (NJOEM):

Since 2020, our Team members have worked for NJOEM's Public Assistance Operations Sector which is made up of 7 counties, 166 municipalities, and countless non-profit organizations in the North Region of New Jersey for the following disasters: DR-4086 Hurricane Sandy; DR-4574 Tropical Storm Isaias; DR-4488 COVID-19; DR-4614 Hurricane Ida. These counties include Bergen, Essex, Hudson, Morris, Passaic, Sussex, and Warren. In the process of supporting NJOEM, COG's contracted personnel work seamlessly within the agency to provide quality customer service to 21 Counties, 566 Municipalities, and numerous (501c3) Qualified Non-Profit Organizations (such as School Districts). Our services range from the initial Request for Reimbursement (RFR) through to the Closeout process, as the following narrative explains.

When a disaster strikes, there is an immediate outreach to the counties to determine immediate needs, which can sometimes be an intimidating task for local jurisdiction management personnel. This outreach includes tasking the County Emergency Management Offices to assist in the collection of data related to losses incurred within their specific jurisdiction. A preliminary damage assessment, commonly referred to at NJOEM as a "windshield survey" is conducted to quickly gather both actual and estimated financial losses incurred from the event. If the financial loss for the county and municipalities appear to come close to or exceed the per-capita assigned costs for a Presidentially Declared Disaster designation, then the State Public Assistance representatives from the recipient (NJOEM staff, COG contracted personnel, FEMA representatives, and local Emergency Management officials go site to validate these initial findings). Once the financial estimates are verified, the State Director of Emergency Management will work in collaboration with the Governor to submit a request to the White House for a Disaster Declaration. During this time, the COG Team often assists in setting up recovery centers and distributing disaster related information to the public through assigned County and Municipal representatives.

If the Disaster Declaration is granted, NJOEM begins the process of conducting Applicant Briefings, inclusive of COG personnel acting on the State's behalf. At these briefings, FEMA provides disaster specific information related to cost share, eligibility, period of performances, and work deadlines needed for the Request for Public Assistance (RPA) application process. Once the sub-recipient submits its RPA, FEMA assigns Program Delivery Managers (PDMG) to conduct two initial meetings with the sub-recipients and NJOEM personnel. First, the Exploratory Call meeting, made within 21 days of the event, is conducted for the purpose of gathering initial damage assessments. Next, the Recovery Scoping Meeting is conducted within the next 14 days, to further define losses and estimated project costs to repair-in-kind by developing the sub-recipients Damage Inventory Listing and to discuss all available funding opportunities (emergency protective measures, force account labor, force account equipment, rental equipment and materials, contracted services, temporary and permanent work, etc.).

Next, FEMA and NJOEM begin meetings with the sub-recipients to divide damages into FEMA Categories of Work, provide photographs of damaged facilities and elements, provide invoices for contracted work, provide proof of payment documentation, provide bid and procurement documentation, as well as other documents needed to validate eligible costs and prepare scopes of work and cost estimates. During multiple meetings, NJOEM staff, inclusive of COG personnel, often assist the sub-recipient in identifying eligible expenses that may have been overlooked or initially excluded from previous submissions. We also assist sub-recipients in interpreting and applying the FEMA Public Assistance Program and Policy Guide, and in understating and applying policy related to FEMA Environmental Historic Preservation rules and regulations. Throughout this entire process, COG personnel, acting on behalf of NJOEM, are in constant contact with sub-recipients, assisting with documentation, FEMA requests for additional information (RFIs), quarterly reporting (if applicable), and

documenting management costs and volunteer hours related to response and recovery phases and reimbursement tracking. As representatives of NJOEM, the COG Team are consistently advocating on behalf of the sub-recipient.

As each sub-recipient's project application is completed, FEMA submits it to the FEMA Consolidated Resource Center (CRC) to have eligibility and costs validated by personnel specializing in procurement, insurance, architecture and engineering (A&E), and construction.

Once FEMA CRC validates the sub-recipient's scope and costs, projects are obligated, and funds are approved to be distributed to the sub-recipient by NJOEM. Once the sub-recipient is reimbursed, NJOEM will begin the process of advancing projects to Closeout. During the Closeout process, NJOEM personnel, working in the Closeout Sector personnel, validate all documentation (invoices, proofs of payment, bid and procurement documents, insurance, EHP documentation, construction permits, etc.) and continuously work with the sub-recipient to ensure that required documents are ready for final reconciliation by FEMA and that all obligated funds have been received. Upon completion of this State closeout process, NJOEM personnel advance the project to FEMA to complete the life cycle of the disaster public assistance process.

Other activities performed by COG personnel in support of NJOEM include assisting sub-recipients with filing appeals, in the event the sub-recipient believes that FEMA did not adequately reimburse them for eligible expenses related to the event. We also address scope changes for the sub-recipient, where additional work is needed to complete the project. We support the sub-recipient with FEMA costs alignment requests for additional funding needed due to rising costs for approved scopes of work. We assist the sub-recipients with hazard mitigation funding projects. Hazard Mitigation is a funding source that allows the sub-recipients to request and receive FEMA approval to implement measures against damage from future events.

In summary, COG personnel, acting on behalf of NJOEM, are involved with the sub-recipient from the initial Request for Reimbursement submission through the financial closeout process. Our goal is to provide excellent service to the NJOEM, in support of their disaster response and recovery process while providing the highest standard of performance and integrity.

Some of our funding accomplishments with NJOEM include the following Statewide FEMA PA disaster funding obligations:

DR-4488 (COVID 19 Pandemic): Obligated \$2,977,946,535.43

DR-4574 (Tropical Storm Isaias): Obligated \$45,686,427.78

DR-4086 (Hurricane Sandy): Obligated \$2,723,034,100.11

DR-4614 (DR-4614 Hurricane Ida): Obligated \$384,960,731.38

2.2	Describe bidder's process for providing IA technical services.
------------	---

Response:

FEMA Individual Assistance Program Specifics:

Presently to our knowledge, FEMA does not publicize the number of damaged homes used to trigger an Individual Assistance (IA) Declaration, but it is known that FEMA uses the number of damaged or destroyed "uninsured" homes to determine whether IA should be declared for an area or region. FEMA presently requires counties to qualify on their own for IA Declarations. Under the Code of Federal Regulations (CFR) 206.48, the following activities are indicators that States should consider in determining if IA is needed after an event.

1. The number of damaged and/or destroyed homes
2. The concentration of damage caused by the event
3. The number of deaths or injuries, disruption of normal community services, and loss of infrastructure

4. Demographics or population specifics such as the number of low-income families, elderly and unemployed populations, Native American populations, and underserved and physically challenged populations, to name a few
5. The extent to which voluntary agencies and State or local program can meet the needs of the affected population
6. Insurance implications

Additionally, the FEMA Individual and Household Program (IHP) provides assistance to those individuals and households affected by Presidentially declared events. In the aftermath of a disaster, this assistance is made available to un- and under-insured individuals who are unable to meet necessary living expenses in the aftermath of an event. As of this writing and effective for emergencies declared on or after October 1, 2024, the maximum amount of assistance provided by FEMA under the IHP Program is \$43,600 for housing assistance and \$43,600 for other needs assistance (ONA). Prior to the referenced date, the amount was up to \$33,000.00. Newer subcategories of ONA include Serious Needs Assistance, Displacement Assistance, Personal Property Assistance, Transportation Assistance, and Group Flood Insurance Policy—all of which the COG Team is prepared to assist the State of Nebraska in navigating in the event of an IA declaration.

Based on Program guidelines, the COG Team will assist in determining which individuals and households can participate in the IHP Program, measured against the following criteria:

- Whether the individual is a resident within a Presidentially declared area
- Disseminating information on how and where to register for the FEMA IA Program, and the location of IA Centers and telephone numbers
- Establishing the legally responsible ownership of a residence
- Whether losses are not covered by insurance or if the losses are underinsured
- Eligibility of funeral services
- Verifying Citizenship
- Whether the residence is in a Special Flood Hazard Area (SFHA), and
- Whether the homeowner meets flood insurance requirements

We can also assist the State in determining the eligibility of disaster specific activities that qualify for other IHP assistance, such as temporary housing, home repairs, and other immediate needs inclusive of loss of personal property, need for medical and dental assistance, transportation and other miscellaneous personal and/or special needs resulting from losses due to a Presidentially declared event.

Depending on the needs of the State of Nebraska, other available programs under FEMA IA include FEMA Crisis Counseling Assistance and Training Program, FEMA Disaster Unemployment Assistance, and FEMA Disaster Legal Services.

The following **Table II, Types of FEMA Housing Assistance and Other Needs Assistance Programs (ONA)** provides lists of the types of Housing and ONA currently available through the FEMA IA Program:

Table II, Types of FEMA Housing Assistance and Other Needs Assistance (ONA) Programs

Housing Assistance: Financial	Housing Assistance: Direct	ONA
Lodging Expense Reimbursement	Multi-Family Lease and Repair	Serious Needs Assistance
Rental Assistance	Transportable Temporary Housing Units	Displacement Assistance
Home Repair Assistance	Direct Lease	Personal Property Assistance
Home Replacement Assistance	Permanent Housing Construction	Transportation Assistance
		Group Flood Insurance Policy
		Funeral Assistance
		Medical and Dental Assistance
		Childcare Assistance
		Assistance for Miscellaneous Items
		Moving and Storage Assistance
		Clean and Sanitize Assistance

Source: Congressional Research Service, March 3, 2025

Describe bidder’s process for providing HMGP technical services.

2.3

The bidder should address the following:

- i. Bidder’s process to review applications for eligibility and completeness to FEMA approval
- ii. Bidder’s process for reviewing projects for sub-recipient(s) after obligation to ensure eligible payments made to sub-recipient(s) and smooth closeout process
- iii. Bidder’s process for working with sub-recipients to ensure needs of project are met (Please provide at least one narrative description of previous work with a sub-recipient)

Response:

- i. **Bidder’s process to review applications for eligibility and completeness to FEMA approval**

The first step in reviewing Hazard Mitigation Grant Program (HMGP) applications for eligibility and completeness entails ensuring that the appropriate program is sought by and applied for by the recipient/sub-recipient. FEMA’s Hazard Mitigation Programs include regular HMGP for long-term mitigation projects, HMGP Post Fire Program, Flood Mitigation Assistance Program, Flood Mitigation Assistance Swift Current Funding Opportunity Program, Building Resilient Infrastructure and Communities (BRIC) Program, Safeguarding Tomorrow Revolving Loan Fund Program, and FEMA PA Mitigation (in coordination with Public Assistance).

We will assist in ensuring that deadlines are adhered to and review Notice of Interests (NOI) and Letters of Intent (LOI), and other preliminary information listed in the Notice of Funding Opportunity (NOFO), if applicable. This information is used to check eligibility and align projects with recipient and sub-recipient priorities as well as to set program budgets.

Table III, HMGP Eligible Activities lists some common activities that eligible recipients and sub-recipients can qualify for under FEMA HMGPs.

The COG Team will assist in reviewing the proposed HMGP project’s scoping documents to ensure that the project is technically feasible, cost effective, and EHP compliant. This includes an in-depth analysis of the project’s Benefit-Cost Analysis (BCA), which per FEMA guidelines, “determines the future risk reduction benefits of a hazard mitigation project and compares

that benefit to its cost—resulting in a Benefit-Cost Ratio (BCR) of 1 or greater.” It is a requirement that sub-recipients use FEMA approved methodologies in determining in performing the BCA.

Table III: HMGP Eligible Activities



COMMON ACTIVITIES ELIGIBLE FOR HAZARD MITIGATION ASSISTANCE FUNDING

Eligible Activities	HMGP & HMGP Post Fire	BRIC	Flood Mitigation Assistance	Safeguarding Tomorrow RLF
Plan Creation and Updates	✓	✓	✓	✓
Planning-Related Activities	✓	✓		✓
Project Scoping	✓	✓	✓	✓
Financial Technical Assistance			✓	✓
Partnerships		✓	✓	✓
Codes and Standards	✓	✓		✓
Property Acquisition	✓	✓	✓	✓
Structure Elevation	✓	✓	✓	✓
Mitigation Reconstruction	✓	✓	✓	✓
Stabilization	✓	✓	✓	✓
Retrofit	✓	✓	✓	✓
Dry Floodproofing of Non-Residential Structures	✓	✓	✓	✓
Localized Flood Reduction Projects	✓	✓	✓	✓
Non-Localized Flood Reduction Projects	✓	✓	✓	✓
Warning System (excluding earthquake early warning system)	✓			✓
Earthquake Early Warning System	✓	✓		✓
Safe Room	✓	✓		✓
Wildfire Mitigation	✓	✓		✓
Secondary Power Source	✓	✓		✓
Management Costs	✓	✓	✓	✓
Non-Federal Cost Share of FEMA Mitigation Grants				✓

--Source FEMA.gov

Our assigned Technical Specialists will review applications for detailed scopes of work, project schedules, project implementation timelines, reasonableness of cost estimates, and cost effectiveness. We will assist in identifying risks and examining possible alternative solutions during the planning process, inclusive of Environmental and Historical Preservation

(EHP) requirements and considerations that could be incorporated during the planning process that avoid or minimize adverse impacts.

Our preliminary review can also assist in ensuring that the proposed project meets federal laws and executive orders, inclusive of the Clean Water Act (CWA), Endangered Species Act (ESA), National Historic Preservation Act (NHPA), Executive Order 11988 (addresses Floodplains) and Executive Order 11990 (addresses wetlands).

Reviewing projects for “Phasing” is also a mechanism that can be incorporated during the initial application review process. This helps when recipients or sub-recipients do not have the “technical or financial resources to provide the complete technical body of work” required for the State and FEMA to perform complete, eligibility, feasibility, and EHP review processes. The recipient or sub-recipient can submit one project that will be awarded in 2 phases with

- Phase I, which includes the proposed project’s final feasibility studies, design and engineering studies, BCA, site data, EHP data and consultation, and
 - Phase II being conditional and based on the Phase I studies demonstrating that the project is eligible, technically feasible, cost effective and EHP compliant. Phase II includes construction, inspections, and closeout.
- ii. **Bidder’s process for reviewing projects for sub-recipient(s) after obligation to ensure eligible payments made to sub-recipient(s) and smooth closeout process**

After approval and final obligation, our personnel will assist the State of Nebraska and/or sub-recipient in managing awards to ensure the success of projects and to continue compliance efforts related to federal regulations. This includes monitoring activities, which improve project implementation and funding. Monitoring activities might entail performing in-person site visits, initiating project updates via telephone calls, scheduling project update meetings, and developing and reviewing reports.

We will also assist in ensuring that reimbursements are timely, and closeout is streamlined performing reviews that ensure that the project complies with

- Approved scopes of work, budget, and schedule
- EHP, floodplain, and other program requirements
- Uniform Guidance requirements for the administration of federal awards (44 CFR Part 206 and 2 CFR Part 200) and audit (2 CFR Part 200 Subpart F)
- Quarterly progress reporting requirements
- Ensuring that project closeout requests are submitted timely (within 90 days of the end of the period of performance)
- Ensuring that final reports are submitted, all final costs are accounted for, disposition of property has been completed, and final closeout conforms to program guidance and requirements.

- iii. **Bidder’s process for working with sub-recipients to ensure needs of project are met (Please provide at least one narrative description of previous work with a sub-recipient)**

One example of the COG Team’s personnel providing professional project and grant management services in support of a sub-recipient’s HMGP involves the planning, design, and completion of Dillard University’s Hazard Mitigation Grant Program Drainage Project (New Orleans, Louisiana). The campus experienced historic flooding that damaged buildings as well as disrupted daily classes, prevented entry/exit at Gentilly Boulevard (major road artery) and caused closures of University operations.

The main cause of the flooding was due to the existing bowl-shaped topography of the campus and its insufficient drainage infrastructure, which had been negatively impacted by subsidence from excessive stormwater ponding. Overall system improvements consisted of upgrading and realigning the existing collector storm pipes into a network of nine subsurface drainage systems. The existing concrete-lined ditch was re-sized. Three grassed swales and one large dry detention pond were built and are integral with the subsurface drainage system. Our embedded Grant Manager worked closely with sub-recipients Administration, Architecture & Engineering firm, State of Louisiana Hazard Mitigation representatives, the City of New Orleans Hazard Mitigation Representatives, and General Contractor staff to ensure Program compliance and successful on budget and on time completion of this \$6M FEMA HMGP funded project.

HOURLY RATES

Bidders should provide not-to-exceed hourly rates that will be used for Task Orders as they are issued. There is no guarantee on the number of hours that will be used.

The hourly rates provided below will not be a scored item for the evaluation of this solicitation, but all responses will be reviewed for cost realism and reasonableness.

The roles listed below are mandatory roles that the bidder must be able to provide the State (See RFP Section V.F. for more detailed role descriptions). Bidders may add additional roles/titles as they see fit. The hourly rates shall be inclusive of labor, overhead, and all other expenses, with the exception of travel costs, which will be factored in as needed on task orders as they are issued to awarded bidders.

These not-to-exceed rates will be fixed for the first two (2) years of the contract. Any request for a price increase subsequent to the first two (2) years of the contract shall not exceed five percent (5%) of the price proposed for the period. Increases shall not be cumulative and will only apply to that period of the contract. The request for a price increase must be submitted in writing to the State Purchasing Bureau a minimum of 120 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

The State will be given full proportionate benefit of any decreases for the term of the contract.

Required Personnel Roles (See RFP Section V.F.)		Standard Hourly Not-to-Exceed Rate	Overtime Hourly Not-to-Exceed Rate
1.	Project Manager	\$155	No OT
2.	Senior Advisor for Public Assistance	\$140	No OT
3.	Public Assistance Program Liaison	\$130	No OT
4.	Public Assistance Technical Assistance Liaison	\$130	No OT
5.	Appeals Specialist	\$125	No OT
6.	Senior Debris Specialist	\$140	No OT
7.	Senior Advisor for Hazard Mitigation Assistance	\$140	No OT
8.	Hazard Mitigation Assistance Program Liaison	\$130	No OT
9.	Hazard Mitigation Assistance Benefit-Cost Analysis Specialist	\$130	No OT
10.	Hazard Mitigation Assistance Technical Liaison	\$130	No OT
11.	Lead Individual Assistance Specialist	\$125	No OT
12.	Individual Assistance Specialist	\$125	No OT
13.	Closeout Specialist	\$110	No OT
14.	Disaster Recovery Specialist	\$125	No OT
15.	Accounting Analyst	\$125	No OT
Additional Personnel Roles/Titles (Add Rows as Necessary)		Standard Hourly Not-to-Exceed Rate	Overtime Hourly Not-to-Exceed Rate
16.	Executive Level Program Advisory Services	\$165	No OT

**APPENDIX A: CONTINUITY OPERATINS GROUP, LLC
FINANCIAL STATEMENTS AND BANKING REFERENCE**

Balance Sheet

Continuity Operations Group, LLC

As of December 31, 2025

DISTRIBUTION ACCOUNT	2023	2024	2025
Assets			
Current Assets			
Bank Accounts			
M&T Checking (5471)	440,893.89	63,064.68	97,731.59
M&T Payroll (4467)	238,077.69	47,031.72	33,371.63
M&T Reserves (4475)	150,000.00	250,000.00	250,000.00
M&T Wilmington (Sweep)		116,712.81	331,760.58
Total for Bank Accounts	828,971.58	476,809.21	712,863.80
Accounts Receivable			
Accounts Receivable (A/R)	1,865,035.97	1,035,242.26	635,122.27
Total for Accounts Receivable	1,865,035.97	1,035,242.26	635,122.27
Other Current Assets	0.00	0.00	0.00
Total for Current Assets	2,694,007.55	1,512,051.47	1,347,986.07
Total for Assets	2,694,007.55	1,512,051.47	1,347,986.07
Liabilities and Equity			
Liabilities			
Current Liabilities			
Accounts Payable			
Accounts Payable (A/P)	1,430.00	1,430.00	1,430.00
Total for Accounts Payable	1,430.00	1,430.00	1,430.00
Credit Cards	0.00	300,010.00	0.00
Other Current Liabilities			
Payroll Liabilities			
401K	0.00	31,479.34	0.00
After-Tax Roth 401(k)	0.00	12,072.39	0.00
NJ Quarterly Taxes	0.00	0.00	0.00
Total for Payroll Liabilities	0.00	43,551.73	0.00
Total for Other Current Liabilities	0.00	43,551.73	0.00
Total for Current Liabilities	1,430.00	344,991.73	1,430.00
Long-term Liabilities			
Total for Liabilities	1,430.00	344,991.73	1,430.00
Equity	2,692,577.55	1,167,059.74	1,346,556.07
Total for Liabilities and Equity	2,694,007.55	1,512,051.47	1,347,986.07

Profit and Loss by Month
Continuity Operations Group, LLC
January 1, 2023-December 31, 2025

DISTRIBUTION ACCOUNT	2023	2024	2025	TOTAL
Income				
Gross Receipts				
LA			9,490.00	9,490.00
NJ	15,012,341.33	15,781,920.82	13,776,511.28	44,570,773.43
NJ Grants Admin	0.00		78,610.00	78,610.00
NY/NJ FIFA World Cup 2026			13,870.00	13,870.00
VA	443,165.02	240,805.37	78,484.66	762,455.05
Total for Gross Receipts	15,455,506.35	16,022,726.19	13,956,965.94	\$45,435,198.48
Total for Income	15,455,506.35	16,022,726.19	13,956,965.94	\$45,435,198.48
Cost of Goods Sold				
Gross Profit	15,455,506.35	16,022,726.19	13,956,965.94	\$45,435,198.48
Expenses				
Advertising			595.00	595.00
Bank Charges	2,445.51	4,259.19	6,477.85	13,182.55
Business Development				
General - Business Development	2,857.74			2,857.74
Travel-Bus Dev Lodging	6,228.64	10,684.70		16,913.34
Travel-Bus Dev Meals	11,524.45	1,421.84		12,946.29
Travel - Bus Dev Parking, Tolls, Fees	158.85	86.49		245.34
Total for Business Development	20,769.68	12,193.03		\$32,962.71
Charitable Contributions	2,000.00	5,200.00		7,200.00
Cost of Labor (DoDEA-Americas)				
DODEA - High Street Consulting	260,262.93	369,195.75	167,544.51	797,003.19
Other Consultants (VA)	15,000.00			15,000.00
Total for Cost of Labor (DoDEA-Americas)	275,262.93	369,195.75	167,544.51	\$812,003.19
Cost of Labor (VA)	1,030.13	6,296.75		7,326.88
Dues & Subscriptions	38,067.31	52,574.44	27,562.99	118,204.74
Employee Benefits				
Employee Benefits - Insurance	489,503.80	427,954.13	388,225.32	1,305,683.25
Employee Benefits - Other	6,781.37	3,243.43	859.38	10,884.18
Retirement	286,791.32	303,793.18	239,303.54	829,888.04
Total for Employee Benefits	783,076.49	734,990.74	628,388.24	\$2,146,455.47
Insurance				
General Company Insurance	88,908.20	103,350.82	75,301.02	267,560.04
Total for Insurance	88,908.20	103,350.82	75,301.02	\$267,560.04
Interest Expense	1,793.63	858.89	3,741.03	6,393.55
Legal & Professional Fees	6,923.30	7,657.15	24,395.50	38,975.95
Marketing	7,369.24	16,903.07	4,535.49	28,807.80
Meals and Entertainment	38.80	8,279.68		8,318.48
NJ SDI Tax	2,523.68	772.65	16,779.34	20,075.67

Profit and Loss by Month
Continuity Operations Group, LLC
January 1, 2023-December 31, 2025

DISTRIBUTION ACCOUNT	2023	2024	2025	TOTAL
Office Expenses	10,585.05	17,731.03	21,441.67	49,757.75
Other Costs - (DoDEA)				
DoDEA - Business Expenses	8,553.97	36.71		8,590.68
DoDEA - Travel and Lodging	25,824.58	18,641.36	4,734.35	49,200.29
Total for Other Costs - (DoDEA)	34,378.55	18,678.07	4,734.35	\$57,790.97
Other Costs - (DOD SS)				
DOD SS - Cloud Hosting	4,244.00			4,244.00
DoD SS-Software Dev (GUICE)	4,513.00			4,513.00
Total for Other Costs - (DOD SS)	8,757.00			\$8,757.00
Other Costs - (NJ)				
Business Expense (NJ)	3,372.30			3,372.30
Tolls (NJ)	720.00	765.00	80.00	1,565.00
Travel (NJ)	12,679.60	628.38		13,307.98
Utilities (NJ)	3,600.73	3,764.16	1,413.85	8,778.74
Total for Other Costs - (NJ)	20,372.63	5,157.54	1,493.85	\$27,024.02
Other General and Admin Expenses				
Other General Exps - Admin	109,564.22	272,096.92	241,899.93	623,561.07
Total for Other General and Admin Expenses	109,564.22	272,096.92	241,899.93	\$623,561.07
Payroll Expenses				
Taxes	683,149.62	800,842.36	557,065.46	2,041,057.44
Wages	7,853,333.04	7,990,135.48	6,464,980.95	22,308,449.47
Total for Payroll Expenses	8,536,482.66	8,790,977.84	7,022,046.41	\$24,349,506.91
Promotional	8,357.75	1,366.44	4,380.66	14,104.85
Reimbursements	175,977.50	134,501.08	110,654.02	421,132.60
Reimbursements - Other Misc Business	383.82	752.46	145.24	1,281.52
Shipping and delivery expense	1,588.18	2,284.06	358.36	4,230.60
Software	2,410.65	793.62	3,116.86	6,321.13
Subcontractors	2,741,629.54	3,070,030.56	2,755,213.79	8,566,873.89
Taxes & Licenses	1,500.00	1,591.25	4,824.57	7,915.82
Travel Meals		243.56		243.56
Travel				
Travel-Mike Murphy	605.46	1,025.58		1,631.04
Total for Travel	605.46	1,025.58		\$1,631.04
Utilities	15.80	216.90	11.85	244.55
Total for Expenses	12,882,817.71	13,639,979.07	11,125,642.53	\$37,648,439.31
Net Operating Income	2,572,688.64	2,382,747.12	2,831,323.41	\$7,786,759.17
Other Income				
Interest Earned		18,342.81	18,172.92	36,515.73
Total for Other Income		18,342.81	18,172.92	\$36,515.73

Profit and Loss by Month
Continuity Operations Group, LLC
 January 1, 2023-December 31, 2025

DISTRIBUTION ACCOUNT	2023	2024	2025	TOTAL
Other Expenses				
Miscellaneous	0.00			0.00
NJ Entity Income Tax	195,000.00	370,000.00	260,000.00	825,000.00
Total for Other Expenses	195,000.00	370,000.00	260,000.00	\$825,000.00
Net Other Income	-195,000.00	-351,657.19	-241,827.08	-\$788,484.27
Net Income	2,377,688.64	2,031,089.93	2,589,496.33	\$6,998,274.90



03/02/2026

Continuity Operations Group, LLC
7201 WARBLER LANE
McLean, VA 22101

To Whom It May Concern:

This letter is to confirm Continuity Operations Group, LLC Inc. maintains the below described account (s) with M&T Bank.

Limit: \$500,000
Account Type: Business Access Line of Credit
Date Opened: 05/05/2022

M&T Bank Contact
Humphry Madge, VP Business Banking: 703-712-9330
7799 Leesburg Pike, 6th Fl
Falls Church, VA 22043
Routing Number: 052000113
Wire/ACH Routing: 022000046

This letter is not a letter of credit and is for verification purposes only. If you should have additional questions, please contact me at 703-712-9330.

Regards,

Humphry Madge, VP | Business Banking
hmadgegalvez@mtb.com

Appendix B: Completed Sections II through IV of the RFP

II. TERMS AND CONDITIONS

Bidder should read the Terms and Conditions within this section and must initial either “Accept All Terms and Conditions Within Section as Written” or “Exceptions Taken to Terms and Conditions Within Section as Written” in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the “Exceptions” field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder’s commercial contracts and/or documents for this solicitation.

Accept All Terms and Conditions Within Section as Written (Initial)	Exceptions Taken to Terms and Conditions Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
✓ MDM		No Exceptions

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

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

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

A. GENERAL

1. The contract resulting from this Solicitation shall incorporate the following documents:
 - a. Solicitation, including any attachments and addenda;
 - b. Questions and Answers;
 - c. Bidders properly submitted solicitation response, including any terms and conditions or agreements submitted by the bidder;
 - d. Addendum to Contract Award (if applicable); and
 - e. Amendments to the Contract. (if applicable)

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) Executed Contract and any attached Addenda 3) Addendums to the solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda or attachments, and 5) the Vendor’s submitted solicitation response, including any terms and conditions or agreements that are accepted by the State.

Unless otherwise specifically agreed to in writing by the State, the State's standard terms and conditions, as executed by the State, shall always control over any terms and conditions or agreements submitted or included by the Vendor.

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

B. NOTIFICATION

Bidder and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally; electronically, return receipt requested; or mailed, return receipt requested. All notices, requests, or communications shall be deemed effective upon receipt.

Either party may change its address for notification purposes by giving notice of the change and setting forth the new address and an effective date.

C. BUYER'S REPRESENTATIVE

The State reserves the right to appoint a Buyer's Representative to manage or assist the Buyer in managing the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the bidder will be provided a copy of the appointment document and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

D. GOVERNING LAW (Nonnegotiable)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

E. BEGINNING OF WORK & SUSPENSION OF SERVICES

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful Vendor. The Vendor will be notified in writing when work may begin.

The State may, at any time and without advance notice, require the Vendor to suspend any or all performance or deliverables provided under this Contract. In the event of such suspension, the Contract Manager or POC, or their designee, will issue a written order to stop work. The written order will specify which activities are to be immediately suspended and the reason(s) for the suspension. Upon receipt of such order, the Vendor shall immediately comply with its terms and take all necessary steps to mitigate and eliminate the incurrence of costs allocable to the work affected by the order during the period of suspension. The suspended performance or deliverables may only resume when the State provides the Vendor with written notice that such performance or deliverables may resume, in whole or in part.

F. AMENDMENT

This Contract may be amended in writing, within scope, upon the agreement of both parties.

G. CHANGE ORDERS OR SUBSTITUTIONS

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

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

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

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

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

H. RECORD OF VENDOR PERFORMANCE

The State may document the vendor's performance, which may include, but is not limited to, the customer service provided by the vendor, the ability of the vendor, the skill of the vendor, and any instance(s) of products or services delivered or performed which fail to meet the terms of the purchase order, contract, and/or specifications. In addition to other remedies and options available to the State, the State may issue one or more notices to the vendor outlining any issues the State has regarding the vendor's performance for a specific contract ("Contract Compliance Request"). The State may also document the Vendor's performance in a report, which may or may not be provided to the vendor ("Contract Non-Compliance Notice"). The Vendor shall respond to any Contract Compliance Request or Contract Non-Compliance Notice in accordance with such notice or request. At the sole discretion of the State, such Contract Compliance Requests and Contract Non-Compliance Notices may be placed in the State's records regarding the vendor and may be considered by the State and held against the vendor in any future contract or award opportunity. The record of vendor performance will be considered in any suspension or debarment action.

I. NOTICE OF POTENTIAL VENDOR BREACH

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

J. BREACH

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by email, delivery receipt requested; certified mail, return receipt requested; or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time.

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

K. NON-WAIVER OF BREACH

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

L. SEVERABILITY

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

M. INDEMNIFICATION

1. GENERAL

The Vendor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss

or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Vendor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Vendor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

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

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

3. PERSONNEL

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

4. SELF-INSURANCE

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

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

N. ATTORNEY'S FEES

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

O. ASSIGNMENT, SALE, OR MERGER

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Vendor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Vendor's business. Vendor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Vendor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

P. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUBDIVISIONS OF THE STATE OR ANOTHER STATE

The Vendor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145(2), to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.


The Vendor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply

III. VENDOR DUTIES

Bidder should read the Vendor Duties within this section and must initial either “Accept All Terms and Conditions Within Section as Written” or “Exceptions Taken to Vendor Duties Within Section as Written” in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the “Exceptions” field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder’s commercial contracts and/or documents for this solicitation.

Accept All Vendor Duties Within Section as Written (Initial)	Exceptions Taken to Vendor Duties Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
 MDM		No exceptions

A. INDEPENDENT VENDOR / OBLIGATIONS

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

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

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

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

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

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

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

IV. PAYMENT

Bidder should read the Payment clauses within this section and must initial either “Accept All Terms and Conditions Within Section as Written” or “Exceptions Taken to Payment clauses Within Section as Written” in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the “Exceptions” field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder’s commercial contracts and/or documents for this solicitation.

Accept All Payment Clauses Within Section as Written (Initial)	Exceptions Taken to Payment Clauses Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
✓ MDM		No Exceptions

A. PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)

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

B. TAXES (Nonnegotiable)

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

C. INVOICES

Invoices for payments must be submitted by the Vendor to the agency requesting the services with sufficient detail to support payment. Invoices shall include, but are not limited to:

1. Billing period,
2. Total billed amount, and
3. Total hours billed

Supporting documentation shall include, but not be limited to:

1. Staff name,
2. Hours worked each day,
3. Hourly rate, and
4. Name of task

Approved invoices will be packaged for payment on a monthly basis. NEMA prefers to receive the invoices electronically and will provide email addresses after the award of contract. Any terms or conditions on or attached to any such invoice shall not be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the Contract.

The terms and conditions included in the Vendor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract. **The State shall have forty-five (45) calendar days to pay after a valid and accurate invoice is received by the State.**

D. INSPECTION AND APPROVAL

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

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

E. PAYMENT (Nonnegotiable)

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

F. LATE PAYMENT (Nonnegotiable)

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

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

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

H. RIGHT TO AUDIT (First Paragraph is Nonnegotiable)

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

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

If the Vendor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the solicitation response. The Vendor shall agree that it will not utilize any subcontractors not specifically included in its solicitation response in the performance of the contract without the prior written authorization of the State. If the Vendor subcontracts any of the work, the Vendor agrees to pay any and all subcontractors in accordance with the Vendor's agreement with the respective subcontractor(s).

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

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

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

B. EMPLOYEE WORK ELIGIBILITY STATUS

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

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

1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf>
2. The completed United States Attestation Form should be submitted with the Solicitation response.
3. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Vendor understands and agrees that lawful presence in the United States is required, and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

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

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

D. COOPERATION WITH OTHER VENDORS

Vendor may be required to work with or in close proximity to other Vendors or individuals that may be working on same or different projects. The Vendor shall agree to cooperate with such other Vendors or individuals and shall not commit or permit any act which may interfere with the performance of work by any other Vendor or individual. Vendor is not required to compromise Vendor's intellectual property or proprietary information unless expressly required to do so by this contract.

E. DISCOUNTS

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the solicitation response. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

F. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Solicitation. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern. Not-to-exceed hourly rates shall be inclusive of labor, overhead, and all other expenses, with the exception of travel costs, which will be factored in as needed on task orders as they are issued to awarded bidders.

Prices submitted on the Hourly Rates portion of Attachment A – Bidder Questionnaire, once accepted by the State, shall remain fixed for the first two (2) years of the contract. Any request for a price increase subsequent to the first two (2) years of the contract shall not exceed five percent (5%) of the price proposed for the period. Increases shall not be cumulative and will only apply to that period of the contract. The request for a price increase must be submitted in writing to the State Purchasing Bureau a minimum of 120 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

The State will be given full proportionate benefit of any decreases for the term of the contract.

G. PERMITS, REGULATIONS, LAWS

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

H. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

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

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

I. INSURANCE REQUIREMENTS

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

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

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

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

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

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

1. WORKERS' COMPENSATION INSURANCE

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Vendors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

3. EVIDENCE OF COVERAGE

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

124469 O5

Nebraska Emergency Management Agency
 Attn: Recovery Section Administrator
 1526 K Street
 Lincoln, NE 68508
 Donny.Christensen@nebraska.gov

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

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

4. DEVIATIONS

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

J. ANTITRUST

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

K. CONFLICT OF INTEREST

By submitting a solicitation response, vendor certifies that no relationship exists between the vendor and any person or entity which either is, or gives the appearance of, a conflict of interest related to this solicitation or project.

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

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

L. STATE PROPERTY

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

M. SITE RULES AND REGULATIONS

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

N. ADVERTISING

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

O. DISASTER RECOVERY/BACK UP PLAN

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

P. DRUG POLICY

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

Q. WARRANTY

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

R. TIME IS OF THE ESSENCE

Time is of the essence with respect to Vendor's performance and deliverables pursuant to this Contract.

to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

Q. FORCE MAJEURE

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

R. CONFIDENTIALITY

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

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

S. EARLY TERMINATION

The contract may be terminated as follows:

1. The State and the Vendor, by mutual written agreement, may terminate the contract, in whole or in part, at any time.
2. The State, in its sole discretion, may terminate the contract, in whole or in part, for any reason upon thirty (30) calendar day's written notice shall be delivered by email, delivery receipt requested; certified mail, return receipt requested; or in person with proof of delivery to the Vendor. Such termination shall not relieve the Vendor of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Vendor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract, in whole or in part, immediately for the following reasons:
 - a. if directed to do so by statute,
 - b. Vendor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business,
 - c. a trustee or receiver of the Vendor or of any substantial part of the Vendor's assets has been appointed by a court,
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Vendor, its employees, officers, directors, or shareholders,
 - e. an involuntary proceeding has been commenced by any Party against the Vendor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Vendor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Vendor has been decreed or adjudged a debtor,
 - f. a voluntary petition has been filed by the Vendor under any of the chapters of Title 11 of the United States Code,
 - g. Vendor intentionally discloses confidential information,
 - h. Vendor has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.

T. CONTRACT CLOSEOUT

Upon termination of the contract for any reason the Vendor shall within thirty (30) days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State,
2. Transfer ownership and title to all completed or partially completed deliverables to the State,
3. Return to the State all information and data unless the Vendor is permitted to keep the information or data by contract or rule of law. Vendor may retain one copy of any information or data as required to comply with

applicable work product documentation standards or as are automatically retained in the course of Vendor's routine back up procedures,

4. Cooperate with any successor Vendor, person, or entity in the assumption of any or all of the obligations of this contract,
5. Cooperate with any successor Vendor, person, or entity with the transfer of information or data related to this contract,
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

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

U. AMERICANS WITH DISABILITIES ACT

Vendor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131–12134), as amended by the ADA Amendments Act of 2008 (ADA Amendments Act) (Pub.L. 110–325, 122 Stat. 3553 (2008)), which prohibits discrimination on the basis of disability by public entities.

Appendix C: Insurance Requirements and Business Registration

APPLICATION FOR CERTIFICATE OF AUTHORITY FOREIGN LIMITED LIABILITY COMPANY

Submit in Duplicate

John A. Gale, Secretary of State
Room 1301 State Capitol, P.O. Box 94608
Lincoln, NE 68509
(402) 471-4079
<http://www.sos.ne.gov>

An original certificate of existence from the appropriate authority in the jurisdiction or state under whose laws the limited liability company was organized must be filed with this document.

NOTE: A certified copy of the company's certificate of organization may not be filed in lieu of a certificate of existence.

Name of Limited Liability Company Continuity Operations Group, LLC

Alternate Name _____

(complete only if actual name is unavailable for use or does not comply with Nebraska law)

Name and address of registered agent in Nebraska:

Registered Agent Name: INCORP SERVICES, INC

Registered Agent Address:

5601 S 59TH ST STE C Lincoln, NE 68516-2340

Street and Mailing Address

City

State

Zip

Address of Principal Office:

7204 S 157th Street Omaha NE 68136

Street and Mailing Address

City

State

Zip

If required by state or jurisdiction of organization, office maintained in that jurisdiction;

7201 Warbler Lane, McLean VA 22101-2016

Street and Mailing Address

City

State

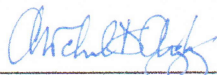
Zip

Organized under the laws of the State or Jurisdiction of Virginia

Nature of the Business, purposes to be conducted or promoted in this state or professional services being rendered:

Professional consulting services

Effective date if other than the date filed _____



Signature of Authorized Representative

Michael D. Murphy

Printed name of Authorized Representative

FILING FEE: \$120.00
Revised 06/23/15

Neb. Rev. Stat. §21-156

Commonwealth OF Virginia



State Corporation Commission

CERTIFICATE OF FACT

I Certify the Following from the Records of the Commission:

That Continuity Operations Group, LLC is duly organized as a limited liability company under the law of the Commonwealth of Virginia;

That the date of its organization is December 7, 2010; and

That the limited liability company is in existence in the Commonwealth of Virginia as of the date set forth below.

Nothing more is hereby certified.



*Signed and Sealed at Richmond on this Date:
January 2, 2018*

Joel H. Peck
Joel H. Peck, Clerk of the Commission

STATE OF NEBRASKA

United States of America, } ss.
State of Nebraska }

Secretary of State
State Capitol
Lincoln, Nebraska

I, John A. Gale, Secretary of State of the
State of Nebraska, do hereby certify that

CONTINUITY OPERATIONS GROUP, LLC

**a Virginia limited liability company, filed an Application for Certificate of
Authority in this office on January 04, 2018 and is hereby authorized
to transact business in the state of Nebraska as of the date of this certificate.**

In Testimony Whereof,



I have hereunto set my hand and
affixed the Great Seal of the
State of Nebraska on this date of
January 04, 2018

A handwritten signature in black ink that reads "John A. Gale".

Secretary of State

Appendix D: Addendum
(we acknowledge by way of inclusion)

**SOLICITATION ADDENDUM ONE
QUESTIONS AND ANSWERS**

SOLICITATION NUMBER: 124469 O5

Disaster Mitigation, Preparedness, Response and Recovery Program

Opening Date: March 3, 2026 2:00 PM CST

Addendum Effective Date: February 18, 2026

Questions and Answers

Following are the questions submitted and answers provided for the above-mentioned solicitation. The questions and answers are to be considered as part of the solicitation. It is the responsibility of bidders to check the State Purchasing Bureau website for all addenda or amendments.

<u>Question Number</u>	<u>RFP Section Reference</u>	<u>RFP Page Number</u>	<u>Question</u>	<u>State Response</u>
1.	IV. Solicitation Response Instructions h. Summary of Bidder's Corporate Experience Bidder and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as subcontractor projects.	28	If the bidder provides three relevant project experiences as requested, is it still required to submit subcontractor experience? Specifically, should each subcontractor also provide three project descriptions, or only if the bidder cannot meet the requirement with its own projects?	Please see Attachment A - Bidder Questionnaire 1.8. If work will be completed by a subcontractor(s) then information should be submitted for the subcontractor(s) experience. At least one narrative description highlighting similar experience should be provided for each subcontractor that will be utilized.
2.	V. Solicitation Response Instructions – j. subcontractors If the bidder intends to subcontract any	29	For a master contract where specific task orders and resource allocations are not yet defined, how should bidders anticipate and provide the required details (name, address, tasks, and percentage of	Please see Attachment A - Bidder Questionnaire item 1.9. Subcontractors. No response is needed at the time of the solicitation response,

	<p>part of its performance hereunder, the bidder should provide:</p> <p>i. name, address, and telephone number of the subcontractor(s),</p> <p>ii. specific tasks for each subcontractor(s),</p> <p>iii. percentage of performance hours intended for each subcontract; and</p> <p>iii. total percentage of subcontractor(s) performance hours.</p>		<p>performance hours) for subcontractors? Can the State clarify expectations for this section under an indefinite delivery/indefinite quantity (IDIQ) structure?</p>	<p>however, if the awarded bidder(s) intends to utilize a subcontractor(s), then the information should be provided at the time of the award.</p>
3.	<p>Section VI – Solicitation Response</p> <p>Instructions; Attachment A – Bidder</p> <p>Questionnaire</p>	28	<p>Attachment A is identified as the required format for both the Corporate Overview and Technical Response. May bidders include a cover page, cover letter, and table of contents at the beginning of Attachment A for organizational and readability purposes? Additionally, is it acceptable to consolidate all solicitation response content into a single PDF document, provided all required forms and Attachment A content are included and clearly labeled?</p>	<p>Bidders may include additional documents with their solicitation response, however, all responses should adhere to the Submission requirements listed in RFP Section I.H. and will be evaluated based on the mandatory requirements and criteria listed in RFP Section I.N. and I.P., as well as the Evaluation Criteria document.</p>
4.	<p>Section VI – Solicitation Response</p> <p>Instructions; Attachment A – Bidder</p> <p>Questionnaire?</p>	28	<p>Based on the solicitation revisions, the requirements for a staffing plan and individual resumes appear to have been removed. Please confirm that offerors should not include this information in Attachment</p>	<p>Resumes are no longer a requirement of the solicitation response, however, per RFP Section V.C.6. “For each written Task Order, resumes for personnel filling paid</p>

			A or elsewhere in the proposal.	positions must be submitted to the NEMA Project Manager and approved prior to the start of work.
5.	Section V – Tasks and Services	33	To what extent should offerors address the tasks and services outlined in Section E, Scope of Services, within Attachment A, and how will the State evaluate and score the technical response against the 70 technical evaluation points?	Vendors should spend as much time as they deem necessary explaining how the vendor will complete or assist with each of the items listed under the Technical Response section of Attachment A for evaluation.
6.	N. Solicitation Requirements	Pg.5	Are there specific evaluation criteria or submission requirements associated with Item #2 (Clarity and Responsiveness)? Additionally, does Item #6 (Completed Attachment A – Bidder Questionnaire) duplicate the requirements outlined in Items #3 (Completed Corporate Overview) and #4 (Completed Technical Response), or are there additional components that must be completed beyond those sections?	Item #2 (Clarity and Responsiveness) does not require a separate submission. It reflects the State's evaluation of how clearly and completely the Bidder addresses the RFP requirements. Item #6 (Completed Attachment A – Bidder Questionnaire) does not require information beyond Items #3 (Corporate Overview) and #4 (Technical Response). Both the Corporate Overview and Technical Response must be completed on Attachment A.
7.	Attachment A: Hourly Rates	Pg.5	Are bidders expected to submit the Hourly Rates outlined in Attachment A in the same document as the Corporate Overview and Technical Response?	Yes. As stated in Section VI of the RFP, the Corporate Overview and Technical Response must be completed on Attachment A – Bidder Questionnaire.
8.	Original RFP & Attachment A	Attachment A: Pg. 3	In the original RFP, bidders were instructed to include a summary of the proposed personnel and management approach, including team	Resumes for the 15 staffing positions are not required for this RFP process. Contract awardees will be required to

			identification and resumes. May bidders still include staff identifications, bios, and resumes within Attachment A?	submit resumes at the time of task order issuance.
9.	I. Insurance Requirements	Pg.18	<p>Would the state be amenable to amending the requirement for Products/Completed Operations and Personal/Advertising Injury coverage?</p> <p>As a consulting services provider, bidder's scope of work does not involve manufacturing, distributing, or providing physical products, nor do we engage in activities that typically trigger personal or advertising injury exposures.</p> <p>Reconsideration Request: Damage to Rented Premises Limit The RFP specifies a minimum limit of \$300,000 per occurrence for Damage to Rented Premises. We respectfully request consideration of a limit of \$100,000 per occurrence (which aligns with the operational exposure and the nature of the services performed, i.e., professional consulting delivered primarily remotely or at government facilities).</p>	The State reserves the right to negotiate insurance requirements with the awarded bidder(s).
10.			<p>Does this solicitation require the awarded contractor to maintain a physical office location in the State of Nebraska, or to have staff permanently based in Nebraska at the time of proposal submission or contract award?</p> <p>If not required, please clarify whether remote or</p>	The awarded contractors do not have to maintain a physical presence in the State at the time of contract award. Depending on the assistance needed by the State when/if a task order is developed there may be a requirement for

			out-of-state personnel are acceptable provided the contractor can meet all staffing, response time, and on-site requirements identified in Section V (Project Description and Scope of Work), including Task Order-specific deployment needs.	personnel to work within the State, or Telework may be approved, or a combination of both.
11.	H. Submission of Solicitation Responses	4	The section states that the Technical Response Section should not reference any dollar amounts. Does the State wish for the Hourly Rates section that is part of Attachment A to be submitted as a separate document from the Technical Response?	The Hourly Rates section in Attachment A should be completed and submitted within Attachment A.
12.	Project Description and Scope of Work	22	Once an award has been made, is there any existing work to be assigned, or are awarded vendors on standby for future needs?	As of the date of this questionnaire, there is not anticipated to be any immediate work. Awardees will remain on Stand-by until needed or circumstances change.
13.	Project Description and Scope of Work	22	Will task orders be competitively issued among awarded vendors, or directly assigned at NEMA's discretion?	It could be a combination of both depending on what is needed.
14.	Project Description and Scope of Work	22	Can the State provide historical task order volume, staffing levels, or disaster cadence from prior similar contracts?	Due to the unforeseen nature of any future task order, previous task order information may not prove beneficial. However, previous task orders were for reviewing project documentation from 50 up to 100 PA projects obligated by FEMA.
15.	F. Required Staffing	23	Is the state requesting resumes for each position listed under requested staffing, or just key positions? If so, can vendors provide multiple	See question 8.

			staff resumes for each position listed?	
16.	F. Required Staffing	23	Will travel be reimbursed at federal per diem rates, State of Nebraska rates, or task-order-specific rates?	State of Nebraska rates.
17.	F. Required Staffing	23	Is the state requesting resumes for each position listed under requested staffing, or just key positions? If so, can vendors provide multiple staff resumes for each position listed?	See question 8.
18.	General Question	General	Does the State currently have an incumbent contractor(s) providing similar disaster mitigation, preparedness, response, and recovery support services? If so, can the State identify the incumbent contractor(s) and indicate whether their contract(s) will expire prior to the start of the resulting contract from this solicitation?	The four (4) current contracts are: 89712 O4, 90756 O4, 90757 O4, and 90758 O4. They can be located at: Nebraska Administrative Services Materiel Contract Search
19.			Is the expectation that all 15 roles be based in Nebraska or only the PM role?	See question 10.
20.			For Attachment A- Can we add additional pages and what is the limit of pages or word count limit?	Yes. There is no limit.
21.			What is the difference between this RFP and the RFP 123919 O5 that was issued on November 26, 2025.	This RFP is an updated version of RFP 123919 O5.
22.			Does the State expect vendors to provide team members to fill all 15 of the roles outlined in the RFP, or may vendors list fewer members for specific roles?	The State expects that if necessary, the vendor will be able to fill each of the 15 Roles identified.
23.			Does the State expect all work to be accomplished in the field, or could some of the work be conducted remotely? If so, roughly	See Question 10.

			how much could be done remotely?	
24.			Does the State expect consultants to be available to report for work immediately?	It will depend on the circumstances requiring a task order to be issued.
25.			Roughly how much time does the State expect consultants to be on-site (in the field) on average?	See question 10.
26.			Is the expectation that all 15 roles be based in Nebraska or only the PM role?	See question 10.
27.			For Attachment A- Can we add additional pages and what is the limit of pages or word count limit?	See question 20.
28.			What is the difference between this RFP and the RFP 23919 O5 that was issued on November 26, 2025.	See question 21.
29.	I.O	5	Who will be on the evaluation committee for this opportunity?	Nebraska Emergency Management Agency Staff.
30.	V.D	23	Can vendors propose additional labor categories at the time of bid, knowing that additional labor categories may be added at the task order level?	Vendors should ensure the 15 roles in the RFP are responded to. If additional labor categories are proposed that is fine.
31.	Attachment A – Bidder Questionnaire Section 2.1	3	Can the State clarify what type of information bidders should include in our response to Public Assistance technical services prompt “Bidder’s process for working with sub-recipients to ensure needs of project are met”?	Bidders should identify items such as what process the bidder takes in working with the sub-recipients, how the bidder communicates with sub-recipients, what approach does the bidder take to hold the sub-recipient accountable to deadlines, what actions will the bidder take to notify the State of deficiencies with the Sub-recipient and keep the State informed of progress or issues, etc.
32.	Attachment A – Bidder	4	Can the State clarify which IA programs (Mass	It could encompass all IA programs

	Questionnaire Section 2.2		Care/IHP/DCM/etc) it would like included as part of describing the “bidder’s process for providing IA technical services”?	including onsite implementation at declaration.
33.	Attachment A – Bidder Questionnaire Section 2.3	4	Can the State clarify what type of information bidders should include in our response to the HMGP technical services prompt “Bidder’s process for working with sub-recipients to ensure needs of project are met”	See question 31.
34.	N. SOLICITATION REQUIREMENTS	5	Regarding the additional required documents, such as the Contractual Agreement Form, completed Sections II through IV and the financial statements, should bidders provide these as separate attachments to the solicitation response in Attachment A or as an appendix to Attachment A in a single file?	The additional required documents should be submitted as a separate attachment to the solicitation response.
35.	N. SOLICITATION REQUIREMENTS	5	Are proposers allowed to include a graphical cover and cover letter with the solicitation response?	Yes.
36.	VI. SOLICITATION RESPONSE INSTRUCTIONS	27	Would the State please confirm bidders can use graphics, tables, and text formatting in the solicitation response, so long as it is completed in the provided Attachment A?	See question 35.
37.	E.1 Tasks and Services	23	What percentage of work is anticipated to be completed on site vs. remotely?	See question 10.
38.	Attachment A 1.5 Relationship with the State	2	Is the intention that both the primary contractor as well as any subcontractors should provide statements regarding any dealings with the State in the previous 10 years?	Please see Attachment A - Bidder Questionnaire 1.5. The bidder should describe any dealings with the State over the previous ten (10) years. If the organization, its predecessor, or any

				Party named in the bidder's solicitation response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.
39.	Attachment A 1.8 Summary of Bidder's Corporate Experience	3	Is the expectation that the 3 narrative projects should encompass experience of both the primary contract and any subcontractors included in the response, or would 3 projects representing the primary contractor's experience as well as 3 projects representing any subcontractors experience be acceptable?	Please see Attachment A - Bidder Questionnaire 1.8. If work will be completed by a subcontractor(s) then information should be submitted for the subcontractor(s) experience. At least one narrative description highlighting similar experience should be provided for each subcontractor that will be utilized. No more than three (3) narrative descriptions will be considered for each party.
40.	General	General	Who is the incumbent?	See question 18.
41.	General	General	What is the State's preference regarding onsite vs. remote work? Approximately how much work will be needed onsite, if any?	See question 10.
42.	V.E	23	The scope of work indicates that work relates to "grant programs listed in the NFIA or the Stafford Act in connection with all federally declared disasters and any subsequent presidentially declared disasters which may occur during the term of this contract." However, additional grant programs are mentioned throughout the remaining solicitation.	Yes, assistance could be requested on all grants.

			Can this scope be read to include any and all HMA grant programs and other related mitigation programs – HMGP, HMGP-PF, BRIC, PDM, FMA, HHPD, STORM, NHERP, etc.?	
43.	General	General	Would work be limited to awards made to the state after execution of the contract, or would consultants be tasked to support existing state allocations?	Work could include grants (disasters) declared or issued to the State prior to the execution of the contract. It depends on needs of the State.
44.	Attachment A, 1.8, Summary of Bidder's Corporate Experience	Attachment A 3	We noted the State says "The bidder should provide a summary matrix listing the bidder's previous projects similar to this Solicitation in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the solicitation response." For clarification, please confirm whether the summary matrix of prior projects is requested as a separate item in addition to up to three (3) narrative project descriptions, or if the matrix may be incorporated within the narrative descriptions.	The summary matrix of prior projects is a separate requirement and should be provided in addition to up to three (3) narrative project descriptions. The State will evaluate no more than three (3) detailed narrative project descriptions.
45.	Attachment A, 1.8, Summary of Bidder's Corporate Experience	Attachment A 3	We noted the State says "Bidder and Subcontractor(s) experience should be listed separately." For clarification, please confirm whether the limit of up to three (3) narrative project descriptions applies collectively to the bidder's submission, with subcontractor experience identified separately within that framework, or if separate narrative project	Please see Attachment A - Bidder Questionnaire 1.8.ii. Bidder and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as subcontractor projects. No more than three (3) narrative project

			descriptions are expected from subcontractors.	descriptions will be considered for each party.
46.	Attachment A	Attachment A 1	Please confirm bidders may include a cover letter with the response.	See question 35.
47.	Attachment A, Hourly Rates	Attachment A 5	If a bidder wishes to include a cost assumptions sheet with the Cost Proposal Sheet, where should the bidder attach it?	Bidders should not submit a Cost Proposal Sheet or any cost assumptions. As noted in Section VI, all required information—including the Corporate Overview and Technical Response—should be completed on Attachment A – Bidder Questionnaire, and no separate cost-related documents are necessary.
48.	RFP, V. Project Description and Scope of Work	RFP 22	Is there an incumbent performing any current work? If so, could you please share their name?	See question 18.
49.	RFP, V. Project Description and Scope of Work	RFP 22	Does the State of Nebraska have any immediate work that needs to be addressed under this current opportunity? If there is immediate work, please describe the work that needs to be completed.	See question 12.
50.	RFP, I. Procurement Procedure, H. Submission of Solicitation Responses	RFP 4	We noted “the Technical Responses should not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical Response so that the bidder’s understanding of the scope of work may be evaluated. The Technical Response shall disclose the bidder’s technical requirements in as much detail as possible,	See question 47.

			including, but not limited to, the information required by the Technical Response instructions.” Please confirm bidders are able to provide dollar amounts to answer the Summary of Bidder’s Corporate Experience requirements in Attachment A.	
51.	Attachment A, 1.9 Subcontractors	Attachment A 3	We noted “No Response Required” under Subcontractors. Please confirm if the bidder anticipates using subcontractors, the bidder should provide the information requested (I through iv)	If the awarded bidder(s) intends to utilize a subcontractor(s), then the information should be provided at the time of the award.
52.	Scope of Services	Scope of Services	The RFP states that “The bidder should submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information.” Are we to provide this document as a separate file from the document containing the proprietary information?	Yes.
53.	Section I.H.	Page 4	The RFP states, “Pages may be consecutively numbered for the entire solicitation response or may be numbered consecutively within sections.” Is this requirement still relevant, given that the responses will be incorporated in Attachment A?	Yes.
54.	Section I.N.,5.	Page 5	Please clarify whether completed Sections II through IV should be combined and submitted as one PDF or if they	Either way will suffice.

			should be submitted separately as three PDFs.	
55.	Section V.E.1.	Page 23	This section states that “Telework is only authorized with explicit permission from the State.” Please indicate whether the State will allow a hybrid approach to contract fulfillment that includes both in-person and virtual provision of services.	See question 10.
56.	Section V.F.	Page 23	Regarding Required Staffing, the RFP states, “The Contractor shall provide qualified personnel as listed below to the State.” Please clarify if bidders are required to submit a list identifying its personnel who will fill these roles. Please also indicate if we are to provide resumes for each of these staff members and, if so, should they be included as an appendix to Attachment A or as a separate document.	A list of personnel is not required at proposal time. Resumes for the 15 staffing positions are not required for this RFP process. Contract awardees will be required to submit resumes at the time of task order issuance.
57.	Attachment A – Bidder Questionnaire, 1.8	Page 3	The questionnaire requests that the bidder “provide a summary matrix listing the bidder’s previous projects similar to this Solicitation in size, scope, and complexity.” The RFP then goes on to state, “The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the solicitation response.” Please clarify whether the State is requesting a listing (matrix) of all relevant projects, or only three detailed narratives of projects, or both.	Bidders should provide a summary matrix of previous experience, as well as narrative project descriptions. Bidders may provide additional narrative descriptions, but no more than three (3) will be used for evaluation.
58.	Attachment A Bidder	Page 3	This section states that “Bidder and Subcontractor(s)	If the bidder’s narrative descriptions include work done by

	Questionnaire, 1.8, ii.		experience should be listed separately.” Does the limit of three project descriptions include subcontractor projects, or should we provide three for each subcontractor in addition to three for the prime contractor?	a subcontractor(s), the subcontractor(s) experience should be identified and listed separately. If the subcontractor(s) experience is unrelated to one of the narrative descriptions of the bidder’s experience, then a separate narrative description for the subcontractor’s work may be provided. No more than three (3) narrative project descriptions will be considered for each party.
59.	V.D	24	Multiple positions require specific years of experience specifically on a state or federal recovery operation. Will the State also consider candidates who have requisite years of experience supporting local/municipal recovery operations?	Yes.
60.	V.F.4.i; V.F.10.i	24, 25	The RFP states of the Public Assistance Technical Liaison and Hazard Mitigation Technical Liaison that “individual will possess the professional license as required.” Please clarify the licensure requested for each position.	If the position is doing work that requires licensure such as engineering or architecture, then that person will be required to have that licensure.
61.	V.A	22	Can the State clarify how it anticipates selecting among multiple vendors when issuing Task Orders?	See question 13.
62.			Is the expectation that all 15 roles be based in Nebraska or only the PM role?	See question 10.

63.			For Attachment A- Can we add additional pages and what is the limit of pages or word count limit?	See question 20.
64.			<p>What is the difference between this RFP and the RFP 123919 O5 that was issued on November 26, 2025.</p> <p>a. Can you please share how the State plans to leverage both RFPs/Contracts</p>	See question 21.

This addendum will be incorporated into the solicitation.