

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.)
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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

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.

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.)
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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).

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.

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.)
KAF		

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.

V. PROJECT DESCRIPTION AND SCOPE OF WORK

A. PROJECT OVERVIEW

Due to recurring natural or man-made disasters and the high demand for like services, the State is positioning itself to support continued needs and to expedite recovery operations as a result of current events, as well as preparing itself to provide immediate support to citizens/entities who may require assistance as a result of future declared disasters. The State is looking for contractors who will provide qualified personnel who are knowledgeable and experienced with all disaster mitigation, preparedness, response, and recovery programs administered under the Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 et seq. (Stafford Act) for National Flood Insurance Act (NFIA), i.e. Public Assistance (PA), Individual Assistance (IA), Hazard Mitigation Assistance (HMA), and other state or federally funded programs as described in this RFP. The technical assistance provided by Bidder will assist the State in expediting recovery operations from current and future declared disasters and will assist the applicants of those disasters by maximizing their grant opportunities.

The State intends to award multiple contracts as a result of this RFP in order to ensure availability of assistance when needed. Once contracts are awarded for disaster mitigation, preparedness, response and recovery programs or services, the State reserves the right to issue a task order against an awarded contract of their choice. The State will award task orders based on the best interest of the State. The Contractor must be able to respond within 30 days of a signed Task Order. A faster response time may be written into a Task Order when mutually agreed upon by Contractor and State. This is an indefinite delivery and indefinite quantity contract. No guarantee of work is promised after award. No retainer fees will be paid by the State.

B. STATE REQUIREMENTS

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

C. CONTRACTOR REQUIREMENTS

1. Weekly Time Sheets

The Contractor will submit weekly time sheets to the NEMA Contract Manager which summarizes total cost for each week. Labor hours will be associated with a specific task order number, labor category, person, date, and job performed. Monthly payments will be made to the Contractor upon reconciliation of time sheets, receipt/acceptance of deliverables, and a proper invoice.

2. Invoices

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

3. Task Order Specific Requirements

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

4. Performance Requirements

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

5. Monthly Reports

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

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

D. GOALS AND OBJECTIVES

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

is to assure that both the State and the sub-recipients are compliant, and to mitigate the risk of any loss of grant funding.

E. SCOPE OF WORK

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

1. Tasks and Services

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

- a. Assist sub-recipient in the preparation and review of project worksheets for the Public Assistance Program.
- b. Analyze data and identify existing problem areas and recommend solutions.
- c. Gather information, review and recommend for approval the technical components of project worksheets in areas to include but not limited to: engineering, environmental, historical preservation, construction cost analysis, insurance, construction contract compliance, clearances and permits, payments on permanent work and on alternate/improved projects.
- d. Provide program guidance to the State and to sub-recipients on all aspects of debris management.
- e. Review HMGP applications for regulatory compliance.
- f. Provide oversight on the review and process of all necessary documentation to support the expenditure of funds.
- g. Provide technical assistance to sub-recipients on the appeals process of a State/FEMA preliminary damage assessment team if required.
- h. Provide any additional services required for the administration of all grant programs listed under the NFIA or the Stafford Act.

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

F. REQUIRED STAFFING

The Contractor shall provide qualified personnel as listed below to the State. Not-to-exceed hourly rates for each staffing role should be provided by the bidder on Attachment A – Bidder Questionnaire. 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. Pursuant to any changes by federal or state agencies and updates to current programs, Nebraska reserves the right to add Labor categories based on those changes to meet the needs of the State. Nebraska will allow Contractors, with awarded contracts to submit rates for the new category at that time. Rates may be negotiated and must be approved by NEMA

1. Project Manager

- i. Individual shall have knowledge of the Stafford Act or the National Flood Insurance Act (NFIA) programs, i.e. PA, IA and HMA and experience commensurate with the position. Serves as the day-to-day principal point of contact for the Contractor. Responsible to ensure that Contractor's personnel are performing within the contract's scope of services. Executes all task orders signed by the NEMA Project Manager.
- ii. Ensures that the following deliverables are produced:
 - a) Weekly time sheets for all personnel evidencing the assigned task(s) worked, the time worked on the task(s) and the names of all individuals performing the work.
 - b) Monthly report evidencing the task(s) worked, percentage of completion of the task(s) and a report showing the progress and accomplishments since the prior week.
 - c) All weekly reports will be due on the following Monday.
 - d) All monthly reports will be due within three (3) business days after the end of the month.

2. Senior Advisor for Public Assistance

- i. Provide technical assistance to the NEMA senior leadership. This individual shall demonstrate extensive knowledge of the operational and regulatory aspects of the FEMA Public Assistance Program and have a minimum of 5 years' experience as a senior member of a state or federal

recovery operation, or equivalent experience commensurate with the ability to perform the necessary duties.

3. Public Assistance Program Liaison

- i. Assist the State in the administration of disaster response and/or recovery program in support of the State's subrecipient. Assigned to subrecipients as needed in order to identify and address programmatic issues related to recovery operations. Serves as the representative of the State to subrecipients for disaster response and/or recovery program. Assist subrecipient with preparation and review of project worksheets and provide technical assistance to the subrecipient throughout the life of the project(s). Individual shall be knowledgeable with the operational and regulatory aspects of disaster response and/or recovery program. Individual shall possess excellent interpersonal and communication skills and have a minimum of two (2) years' experience working on a state/federal recovery operation, or equivalent experience commensurate with the ability to perform the necessary duties.

4. Public Assistance Technical Assistance Liaison

- i. Review projects to determine the technical requirements and perform a cost analysis. Reviews and approves project worksheets, gathers and evaluates technical data, reviews construction contracts for compliance with state, federal and local laws, regulations and policies, provides assistance on payment issues regarding permanent work and alternate/improved projects. Individual shall have training and education in one or more of the technical fields of construction and engineering, architecture, environmental assessments, historic preservation, insurance and knowledge of federal regulations pertaining to disaster response and/or recovery program. The individual will possess the professional license as required.

5. Appeals Specialist

- i. Provides information and technical assistance to subrecipients prior to and throughout the appeals process. Assists the subrecipients in the preparation of the subrecipient appeal and provides a supplemental response to the subrecipient appeal. Individual may have knowledge of state and federal laws, regulations and policies applicable to the disaster mitigation, preparedness, response, and recovery programs, possess analytical skills and experience preparing legal briefs and courtroom presentations.

6. Senior Debris Specialist

- i. Serves as the senior technical advisor for the State and subrecipients on all debris issues. Responsible for providing the Recovery Section Leadership or Disaster Recovery and senior staff, the status of debris management of current and future federally declared disasters, identifying problems and providing the State with recommended solutions. Serves as the state's coordinator and primary point of contact with the federal debris management team. Facilitates dispute resolution on debris management issues involving federal, state and local entities. Individual shall possess the experience commensurate with the proven ability to perform the above stated duties.

7. Senior Advisor for Hazard Mitigation Assistance

- i. Responsible for providing oversight of contract personnel assigned directly to the NEMA HMA Programs and to provide technical assistance to the NEMA senior leadership. This individual shall demonstrate an extensive knowledge of the operational and regulatory aspects of the FEMA HMA and have a minimum of five (5) years' experience as a senior member of a state or federal recovery operation, or equivalent experience commensurate with ability to perform the necessary duties.

8. Hazard Mitigation Assistance Program Liaison

- i. Federal/State Program Individual with particular expertise in all of the federal disaster mitigation or Pre Disaster Mitigation (PDM), Section 406 mitigation measures, benefit cost analysis, mitigation planning, floodplain management regulations; Section 106 Historic Preservation (HP) and National Environmental Protection Act (NEPA) knowledge and experience a plus. Assist with mitigation project development, review project application for programmatic compliance; review mitigation plans for programmatic compliance; assists with the submission and amendment of projects in NEMIS or eGrants. Individuals shall have a minimum of two years' experience working on a state/federal mitigation operation.

9. Hazard Mitigation Assistance Benefit-Cost Analysis Specialist

- i. Responsible for performing, reviewing, and validating Benefit-Cost Analysis (BCA) for Hazard Mitigation Grant projects. Individuals shall have knowledge of federal BCA modules and

documentation requirements to complete BCA including but not limited to flood maps, flood insurance studies, wind maps, elevation certificates, and LIDAR. Knowledge of HAZUS and other damage functions or scenarios is a plus.

- 10. Hazard Mitigation Assistance Technical Liaison**
 - i. Responsible for performing technical review of project applications for technical feasibility, technical review of hydraulic and hydrologic studies, and compliance with law, regulation, Executive Orders, and policies governing floodplains, and environmental and historic preservation requirements. Individuals shall have experience and training commensurate with the technical review of HMA project application components such as engineering, construction management, hydraulic and hydrology, environmental assessments, and historic preservation. Individuals will possess the professional license as required.
- 11. Lead Individual Assistance Specialist**
 - i. Leads overall coordination to support the Individual and Households Program (IHP) implementation, including mass care and shelter, unemployment, crisis counseling, legal services, disaster case management, other needs assistance, disaster recovery centers, voluntary agency, coordination, and long-term recovery efforts.
- 12. Individual Assistance Specialist**
 - i. Ability to support the Individual and Households Program (IHP) implementation, including mass care and shelter, unemployment, crisis counseling, legal services, disaster case management, other needs assistance, disaster recovery centers, voluntary agency, coordination, and long-term recovery efforts.
- 13. Closeout Specialist:**
 - i. Individual shall possess a minimum of one (1) year experience as a closeout specialist in the area of public assistance and will provide subject-matter expertise in a wide range of duties directly related to grant closeout activities of the Stafford Act programs. Has the ability to provide reconciliation, accounting, and supporting documentation for the assigned grants to ensure that each subrecipient will have an audit quality closeout file. Conducts reviews to improve practices, promote effectiveness and efficiency, and ensure compliance with laws, rules and regulations. Monitors the progress of each assigned subrecipient or project to ensure that all federal and state grant requirements are met and that files are closed in a timely manner. Possess knowledge of the technical aspects of the program and will be expected to exercise independent judgement in coordination and advice to subrecipients, within the limits of applicable Federal and State statutes, regulations, policies, and procedures. Individual shall possess experience working on a state and/or federal grant program; a baccalaureate degree in accounting, business, finance, engineering, architecture, construction management, or similar fields; or experience commensurate with the proven ability to perform the above stated duties.
- 14. Disaster Recovery Specialist:**
 - i. Individual shall possess a minimum of one (1) year experience as a disaster recovery specialist in the area of public assistance and will provide subject-matter expertise in a wide range of duties directly related to grant management activities of the Stafford Act programs. Provides guidance, oversight, and general assistance to subrecipients in preparing documentation, invoices, and information to request reimbursement for approved, federally funded programs. Conducts reviews of supporting documentation for the assigned grants to ensure that each subrecipient receives appropriate reimbursement for approved federally funded programs. Provides reconciliation, accounting and supporting documentation for the assigned grants to ensure that each subrecipient will have an audit quality file. Possess knowledge on the technical aspects of the federal grant program and will be expected to exercise independent judgement in coordination and advice to subrecipients, within the limits of applicable federal and state statutes, regulations, policies and procedures. Individual shall possess experience working on a state and/or federal grant program; a baccalaureate degree in accounting, business, finance, engineering, architecture, construction management, or similar fields; or experience commensurate with the proven ability to perform the above stated duties.
- 15. Accounting Analyst:**
 - i. Individual shall possess a minimum of one (1) years' experience as an accounting analyst and perform general accounting functions using established systems and procedures. Works with a grant team to conduct day to day activities for Public Assistance programs and responsibilities may include coding and data entry.

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:	Hagerty Consulting, Inc.
ADDRESS:	1618 Orrington Ave. Suite 201, Evanston, IL 60201
PHONE:	847-492-8454 x119 or 510-851-2664
EMAIL:	katie.freeman@hagertyconsulting.com
BIDDER NAME & TITLE:	Katie Freeman, Vice President
SIGNATURE:	
DATE:	03/10/2026

VENDOR COMMUNICATION WITH THE STATE CONTACT INFORMATION (IF DIFFERENT FROM ABOVE)

NAME:	Please see above
TITLE:	
PHONE:	
EMAIL:	

**Bidder Questionnaire
RFP 124469 O5**

Bidder Name: Hagerty Consulting, Inc

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

CORPORATE OVERVIEW

1.1

BIDDER IDENTIFICATION AND INFORMATION

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

Response:

Hagerty Consulting, Inc. (Hagerty) is a nationally recognized emergency management and homeland security consulting firm dedicated to helping our clients prepare for and recover from disasters. As has been shown in our current planning and recovery work with the State of Nebraska and other state and local governments, we understand the need for contractor-supported recovery from all types of disasters and emergencies. This can include natural disasters, such as floods and tornadoes, but it can also include pandemic events like we've seen with the current Novel Coronavirus (COVID-19) pandemic event. We have executed this range of services for clients around the United States (US), including current support for the Nebraska recovery missions, and we are confident in our ability to continue providing this support to the State of Nebraska. We are excited to offer our credentials and appreciate the opportunity to continue supporting the State's critical recovery goals. Within Table 1 below please see our company's information

Company Profile

Table 1: Required Company Information

Company Name	Hagerty Consulting, Inc.
Address	1618 Orrington Avenue, Suite 201, Evanston, IL 60201
Entity Organization	S-Corporation
State of Incorporation	Illinois
Year of Incorporation	2002
History of Name Change	N/A

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>
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Response:

Hagerty takes seriously the important role it plays in managing complex, potentially sensitive, federal, state, and local projects. As such, Hagerty maintains significant liquidity so that it may always meet its current and future obligations, including unanticipated disaster events. Hagerty manages its finances in a conservative manner and has never had a project interrupted, or passed on an opportunity, due to a lack of liquidity.

Hagerty is a registered S-Corporation and is not required by state or federal statute to obtain a financial statement audit. As we have not obtained an audit, we are providing financial statements for 2024 and January through June 2025 under confidential cover, to support our proposal submission.

If this information does not adequately prove our financial ability to support this and future projects, then we respectfully request the opportunity to provide additional evidence to prove our overall financial resources and strength. Due to the confidential nature of these documents, we respectfully request that this information only be shared with appropriate officials on a need-to-know basis. Under no circumstance should this information be shared with representatives outside of the scope of this solicitation, without the express written permission of Hagerty. If you have any questions regarding this financial information, please contact Keith King, our Director of Finance and Accounting, at 847-492-8454 ext. 111 or at keith.king@hagertyconsulting.com.

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>
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Response:

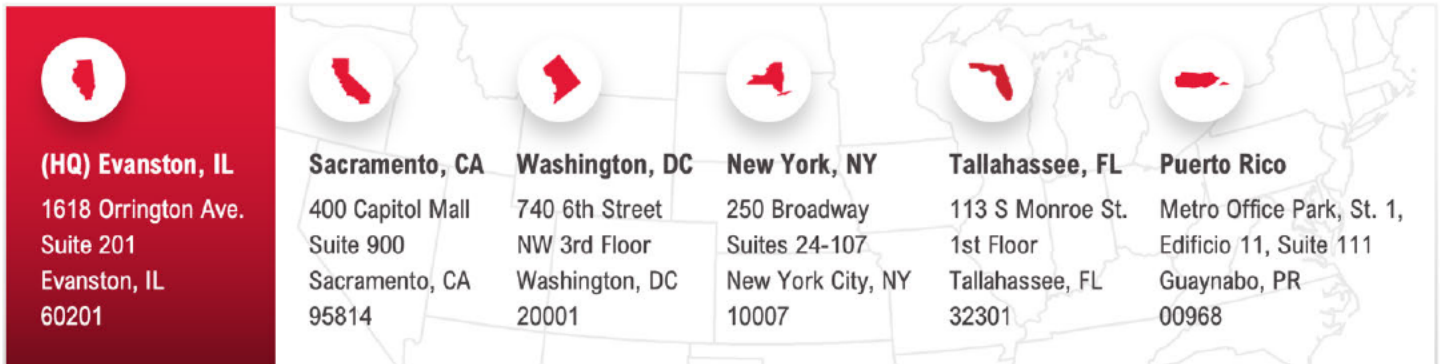
No change of ownership is anticipated.

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>
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Response:

The office location responsible for performing work under this contract is our headquarters in Evanston, Illinois. Figure 1 below itemizes Hagerty office locations across the United States.

Figure 1: Hagerty Office Locations Across the United States



1.5

RELATIONSHIPS WITH THE STATE

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.

Response:

Hagerty is actively engaged with the State on several contracts. Within Table 2 below is a list of contracts active and closed that Hagerty has held with the State in the past 10 years.

Table 2: List of Active and Closed Contracts Held with the State of Nebraska

Contract Name	Nebraska Department of Economic Development CDBG-DR Support
Contract Number	22-03-009
Contract Duration	August 2021 to Present
Description	To provide Community Development Block Grant-Disaster Recovery (CDBG-DR) support to Nebraska Department of Economic Development (DED).
Contract Name	State of Nebraska Public Assistance, Individual Assistance, and Hazard Mitigation Program
Contract Number	90756 04
Contract Duration	June 2020 to Present
Description	To provide support to the stated to manage projects funded under Federal Emergency Management Agency (FEMA) Public Assistance (PA), Individual Assistance (IA), and Hazard Mitigation Program (HMP).

Contract Name	Nebraska Emergency Management Agency Mitigation Services Contract
Contract Number	N/A; Emergency Procurement
Contract Duration	January 2020 to July 2020
Description	To provide mitigation program support in alignment with FEMA's programs under the <i>Robert T. Stafford Disaster Relief and Emergency Assistance Act</i> (Stafford Act).

Contract Name	Nebraska Emergency Management Agency Services Contract for Public Assistance
Contract Number	N/A; Emergency Procurement
Contract Duration	January 2020 to July 2020
Description	To provide PA support in alignment with the Stafford Act.

Contract Name	State of Nebraska Long-Term Recovery Assistance
Contract Number	87744 04
Contract Duration	September 2019 to September 2021
Description	Supply and deliver Long-Term Recovery Assistance to the State of Nebraska

Contract Name	State of Nebraska, Community Development Block Grant - Disaster Recovery Action Plan
Contract Number	20-03-072
Contract Duration	February 2020 to June 2020
Description	To develop a CDBG-DR Action Plan for the State of Nebraska.

BIDDER'S EMPLOYEE RELATIONS TO STATE

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.

1.6

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.

Response:

No proposed Hagerty project staff have been employed by the State of Nebraska in the past 12 months.

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

Hagerty has not had any contracts terminated for default in the last ten years. In addition, we have not have any contracts terminated for convenience, non-performance, non-allocation or funds, or any other reason in the past five years.

1.8	<p>SUMMARY OF BIDDER'S CORPORATE EXPERIENCE</p> <p>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.</p> <p>The bidder should address the following:</p> <ul style="list-style-type: none"> i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this Solicitation. These descriptions should include: <ul style="list-style-type: none"> 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.
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Response:

Hagerty is pleased to offer our experience and qualifications to support the State with comprehensive disaster recovery support for FEMA programs, including PA, IA, and mitigation support. Unlike many competitors, emergency management and homeland security consulting are Hagerty's sole focus and priority – ***not just another business line or division of our company.*** Hagerty is passionate about helping local communities prepare for, respond to, and recover from disasters. We understand the full cycle of emergency management and have provided support services to jurisdictions across the nation to address emerging challenges in

preparedness, prevention, mitigation, response, and recovery. Hagerty and our professionals have managed more than **750** projects across the US, including projects across the FEMA Region VII.

As a partner to the State, Hagerty's goal is to help prepare for, develop, and implement a **comprehensive and strategic roadmap through your recovery** specifically customized to the State's needs due to the impacts of a given disaster, then **obtain, manage, and retain** all grant funding to which the State is entitled under various federal disaster recovery programs. Our qualifications, expertise, and experience position us perfectly to offer best-in-class services that not only consider the direct impact of the disaster on the State, but also opportunities to increase the State's resilience across the built environment, and to build capability and capacity within the ranks of their personnel so they can withstand the impact of the next disaster and recover stronger. **Hagerty has proven capability in recovery program management, with more than \$95 billion in federal funds awarded and/or managed with our support.**

HAGERTY KNOWS NEBRASKA

We are well versed in recovering from disasters that impact the Nebraska and FEMA Region VII through our previous and existing recovery work. Hagerty has been engaged across the State of Nebraska to provide recovery support associated with both FEMA's recovery programs, alongside long-term recovery planning and the Housing and Urban Development (HUD) CDBG-DR Program support, associated with Winter Storm Ulmer (DR-4420).

The winter storm, which occurred during the 2018 to 2019 winter season with record low temperatures, moved across Nebraska between March 12 and 15, 2019. Recorded wind gusts during the bomb cyclone approached 80 miles per hour in parts of Nebraska alongside heavy snow and blizzard conditions. The six-month period between September 1, 2018, and March 1, 2019, comprised the fifth wettest fall and winter seasons in 124 years of records, resulting in high water tables and several inches of saturated snowpack. As temperatures warmed, ice and snow melted which resulted in flooded rivers and ice jams that breached levees, damaging infrastructure, homes, and businesses. FEMA declared DR-4420 on March 21, 2019 – the second longest disaster on record with FEMA – as a result of these damages due to flooding.

Program Support: Long-Term Recovery Planning

In the fall of 2019, Hagerty was engaged by the Nebraska Emergency Management Agency (NEMA) to support post-disaster recovery planning associated with Winter Storm Ulmer. Hagerty's planning process in collaboration with NEMA was informed by our past experience developing post-event plans for communities like the City of Panama City, Florida, and for the State of California following the Camp Fire, as well as our understanding of the principles associated with Action Planning under CDBG-DR.

The Long-Term Recovery and Resilience Plan serves as a roadmap for the months and years following the disaster, effectively outlining a series of objectives, strategies, and tactics to achieve priorities established by State leadership via the Governor's Task Force for Disaster Recovery. The Long-Term Recovery and Resilience Plan is intended to be operationally oriented, by identifying leads, partners, resources, timelines, implementation steps, and an explanation of potential benefits for each strategy in the Plan. A core feature of the Plan is the alignment to available federal funds to statewide funding priorities for recovery.

Program Support: FEMA Public Assistance and Hazard Mitigation

Hagerty’s support for the State of Nebraska was associated with comprehensive recovery from the 2019 flooding event (DR-4420) as well as earlier outstanding disasters. As a result of our support for the FEMA PA Program starting in early 2020, Hagerty professionals validated and submitted approximately \$15.4 million in large project closeout packages to FEMA Region VII, with all projects successfully closed out. In addition, Hagerty provided FEMA project review support as part of the Grantee Review process, completing reviews of over 650 projects totaling nearly \$110 million. As outlined in Figure 2 for a total amount of \$125M in FEMA PA Grants managed. Finally, Hagerty supported NEMA in reviewing FEMA ineligibility determination memos and working with FEMA to correct/revise as needed before finalization. In support of this task, Hagerty completed over 180 determination memo reviews.

Figure 2



Hagerty also provided enhanced support to State subapplicants with particularly complex damages and projects. This included support for a local government requesting a \$4 million Section 428 Project to decommission a damaged water treatment plant and obtain water through another source. Hagerty also supported another local government utilizing the Section 428 Program as part of a larger effort to completely relocate their community out of the 100-year floodplain.

Hagerty was also engaged by NEMA to assist with the immediate implementation and administration of the HMGP for DR-4420 and the FEMA Hazard Mitigation Assistance (HMA) Programs generally. Hagerty assisted NEMA with the prioritization and ranking of Notice of Intent (NOI) with the intent of identifying viable and impactful mitigation projects and maximizing the available Hazard Mitigation Grant Program (HMGP) funding.

Hagerty’s approach to meeting the State’s HMGP goals involved maximizing our professionals’ expertise to enhance the State’s capabilities in implementing the program and improve sub-applicant abilities to create successful mitigation project application. Hagerty’s scope of services included:

- » Implementing screening tools to streamline the NOI prioritization process;
- » Implementing application and technical review templates to standardize the application/project review process;
- » Providing experienced consultation services and technical assistance to State staff to increase their understanding of FEMA HMA Programs; and
- » Providing tailored and proactive technical assistance to sub-applicants throughout the application development process, paying particular attention to the development of the benefit-cost analysis (BCA).

In conjunction with NEMA staff, Hagerty developed and implemented a standard operating procedure to facilitate the application review process and ensure effective feedback to sub-applicants. With respect to accountability to the NEMA leadership and mitigation team, Hagerty prepared weekly reports summarizing the incremental progress with the prioritization, application development, and FEMA approval of projects submitted under HMGP DR-4420.

The Hagerty and NEMA partnership has resulted in the prioritization of \$54 million in HMGP federal funds towards hazard mitigation plans and mitigation projects. In addition, Hagerty services have increased the capability of State staff to administer the HMGP; improved State processes for the review and approval of HMGP applications; and memorialized best practices in the form of internal policies and procedures to support an ongoing comprehensive mitigation strategy in Nebraska. The goal in building both State and sub-applicant/recipient capability in the realm of mitigation is to increase the successful implementation of viable

mitigation projects, which include private property acquisitions in Special Flood Hazard Areas, increased resiliency of public infrastructure and critical facilities, and restoration of natural floodplain functions in flood-prone, high-hazard areas.

Program Support: Community Disaster Block Grant – Disaster Recovery

The Nebraska DED procured Hagerty to support grant administration and implementation of their CDBG-DR Program for Winter Storm Ulmer which unleashed extensive flooding across the State. DED was awarded \$108.9 million in CDBG-DR funding, itemized in Figure 3, to support long-term recovery primarily because of significant infrastructure damage attributable to Ulmer. Hagerty is supporting DED on grant strategy and implementation, grant management support, monitoring and compliance, technical assistance, and research/analysis. DED, with Hagerty’s assistance, successfully obtained HUD’s approval of their Action Plan that reflected a two thirds allocation for infrastructure purposes, as opposed to primary housing emphasis.

Figure 3



Based upon the UNA prepared by Hagerty, DED opted to implement an Infrastructure Match Program (\$63.5 million) for both the FEMA PA and HMGP, Affordable Housing Construction Program (\$37 million), and two Planning Programs (\$3 million). **To assist DED in the implementation of the CDBG-DR Programs, Hagerty prepared programmatic documentation including, but not limited to policies and procedures; Standard Operating Procedures (SOPs); program applications; environmental assessments; and both substantial and non-substantial Action Plan Amendments.**

Program Support: Community Development Block Grant, Duplication of Benefits

Following the impacts of COVID-19 on the State of Nebraska, the State received CDBG – Coronavirus (CDBG-CV) funding in addition to CDBG-DR funding. Pursuant to section 312 of the *Robert T. Stafford Disaster Relief and Emergency Assistance Act* (Stafford Act) and Section 1210 of the *Disaster Recovery Reform Act of 2018*, the State is required to establish and implement comprehensive procedures to prevent, identify, and resolve Duplication of Benefits (DOB) across its CDBG-DR and CDBG-CV programs. Hagerty partnered closely with the State to design and deliver a fully integrated, compliant, and scalable DOB framework that strengthened program integrity, enhanced transparency, and ensured responsible stewardship of federal funds.

Through this engagement, Hagerty provided end-to-end support that enabled the State to meet all federal requirements while improving operational efficiency and reducing administrative risk. Key accomplishments include:

- » Development of standardized CDBG-CV DOB policies and procedures for subrecipients and applicants, ensuring consistent application, streamlined reviews, and full regulatory compliance.
- » Creation of comprehensive CDBG-DR policies, procedures, and State-specific guidance for DED, subrecipients, developers, and applicants, aligning federal mandated with Nebraska’s operational needs and program objectives.
- » Design and delivery of customized DOB training and capacity building programs, including instructional modules, and live webinars, equipping stakeholders with the tools and knowledge necessary to accurately prepare, submit, and manage DOB documentation.

These efforts resulted in:

- » Reduced risk of ineligible expenditures and federal audit findings
- » Improved processing timelines and program accountability
- » Increased confidence among subrecipients and applicants

- » Strengthened compliance with HUD and Stafford Act requirements
- » Enhanced long-term program sustainability

By combining deep regulatory expertise, proven disaster recovery experience, and a collaborative implementation approach, Hagerty enabled the State to successfully operationalize DOB requirements while maximizing the impact of CDBG-DR and CDBG-CV investments for affected communities.

Summary Matrix of Bidder’s Experience

Hagerty understands that the State seeks to engage a firm with substantial experience in the FEMA PA, IA, and HMA Programs. Table 3 below offers a sample of our recovery clients where our support aligns with the scope of work requested by the State.

Table 3: Summary of Recent Hagerty Recovery Clients

Project Title	Client	Project Dates	Relevance to SOW
Surge Capacity Staffing	California Governor’s Office of Emergency Services (Cal OES)	2020 to Present	<p>Since January of 2020, and through over 25,000 touchpoints with PA applicants, Hagerty has helped Cal OES with closeout operations across 21 Major Disaster Declarations, including the development and submission of over 5,200 PWs for FEMA final closeout totaling approximately \$14.2 billion. As a direct result of Hagerty’s technical Final Inspection Report (FIR) development and targeted capacity building of Cal OES staff, in just one year (2024) Cal OES successfully submitted 2,248 PWs for FEMA final closeout valued at approximately \$4.6 billion, compared to 2,166 PWs valued at approximately \$2.4 billion in the four years prior.</p> <p>Since 2018, Hagerty has developed and implemented a program management strategy to maximize the approximate 657 percent (or \$5.3 billion) increase in Cal OES’s HMA Program funding. Hagerty has served as Cal OES’ program experts and led technical assistance to subapplicants to submit over 700 subapplications valued \$6.3 billion.</p>
Cost Recovery Support	Florida Division of Emergency Management (FDEM)	2020 to Present	<p>In February of 2020, Hagerty was engaged by FDEM to support cost recovery efforts after Hurricane Michael. Our service has continued through to today and has expanded to include cost recovery and grant management efforts for Hurricane Ian. Through our work with FDEM for these two efforts, Hagerty has managed \$4.6 billion in PA Program funds.</p> <p>Through our engagement for Hurricane Michael cost recovery, Hagerty provided support to subrecipients across 228 projects, identifying opportunities under FEMA’s Section 428 Program and mitigation opportunities under Section 406. Hagerty provided training in both Programs, developed scopes of work (SOWs) and cost estimates, and worked with applicants through the approval process, ultimately resulting in \$128 million of funds obligated for Section 428 projects and Section 406 mitigation work.</p>
Disaster Recovery	New York City (NYC) Office of	2013 to Present	Support includes FEMA PA, FEMA HMA, HUD CDBG-DR, and the Department of the Treasury’s State and Local Fiscal Recovery Funds (SLFRF). For FEMA PA alone,

Consulting Services	Budget and Management (OMB)		Hagerty has helped NYC secure and manage more than \$20 Billion in funding through Hagerty's direct support in all aspects of the project formulation process. Throughout Hagerty's support of New York City's HMA Programs over the last decade, we have leveraged our expertise and experience to provide critical support and technical assistance to secure almost \$2 billion dollars in mitigation funding . In the last five years alone, we have supported the development of 42 subapplications across FEMA HMA Programs (HMGP, Building Resilient Infrastructure and Communities [BRIC], and Flood Mitigation Assistance [FMA]) for more than \$860 million.
Public Assistance, Individual Assistance, and Hazard Grant Mitigation Program	State of Nebraska	2021 to Present	Hagerty's support for the State of Nebraska was associated with comprehensive recovery from the 2019 flooding event (DR-4420) as well as earlier outstanding disasters. As a result of our support for the FEMA PA Program starting in early 2020, Hagerty professionals validated and submitted approximately \$15.4 million in large project closeout packages to FEMA Region VII, with all projects successfully closed out. Hagerty was also engaged to assist with the immediate implementation and administration of the HMGP for DR-4420, and the FEMA HMA generally.
Cost Recovery Support	North Carolina Department of Health and Human Services (NC DHHS) and North Carolina Emergency Management (NCEM)	2022 to Present	Hagerty has been providing NC DHHS and Human Services with technical guidance and assistance in collecting FEMA reimbursements for extensive COVID-19 related expenditures. To date, Hagerty has prepared and submitted a total of twenty-four project worksheets (PWs) valued at more than \$810 million for 100 percent reimbursement; four PWs valued at over \$60 million for 90 percent reimbursement; and eight requests for reimbursement (RFRs) valued at over \$380 million. For the NCEM, the Hagerty team has conducted site inspections and prepared large project FIRs for 513 large projects valued at over \$492 million; conducted site inspections and prepared small project Site Inspection Reports for 929 small projects valued at over \$23 million; and collected signed P.4 forms for 1,544 completed small projects valued at over \$42 million.
Disaster Recovery Support	South Carolina Emergency Management Division (SCEMD)	2017 to Present	In the fall of 2020, SCEMD requested Hagerty assistance to support the COVID-19 pandemic financial recovery. The scope of services performed include reviewing COVID-19 reimbursement requests for accurate and complete documentation; conducting financial reconciliations; ensuring accuracy and alignment of SOW in the FEMA project to the SOW in the reimbursement request; and supporting SCEMD in the organization, management, and upload of documentation associated with reimbursement and closeout systems and processes.
Federal Disaster Funding Support	State of Maryland Department of Emergency Management (MDEM) and	2020 to Present	Hagerty has been providing support to both MDEM and MDH, with additional support extended to the Maryland Department of Public Safety and Correctional Services and the Maryland Department of General Services. Hagerty has assembled a team of 20 professionals who have been providing this support since 2020, in tandem with supporting response operations. Together, Hagerty and the

	Department of Health (MDH)		State of Maryland have identified more than \$1.85 billion in PA Program costs – which is estimated to rise to \$2 billion.
COVID-19 Response and Recovery	Texas Department of Health and Human Services (DSHS)	2020 to Present	Hagerty has been supporting the DSHS providing both response and recovery support services focused on COVID-19. Working in collaboration with DSHS, regional, and local partners, Hagerty has supported the State of Texas to develop \$10.3 billion in FEMA PA Program grants – more than 82 percent of which has been reimbursed by FEMA. In support of DSHS, Hagerty works closely with personnel from the Texas Division of Emergency Management and their vendors to supply additional information and responses to Requests for Information (RFIs) in order to ensure DSHS is reimbursed in full.

Narrative Descriptions

MARYLAND DEPARTMENT OF EMERGENCY MANAGEMENT

Period of the Project	Multiple contracts (2020 to 2022, 2022 to 2024, 2024 to Present)
Schedule and Actual completion	Scheduled: multiple contracts including current ongoing contract Actual: multiple contracts including current ongoing contract
Reference Information	Marcia Deppen, Director of Consequence Management marcia.deppen@maryland.gov 410-517-3600, ext. 2488
Vendor Role	Prime
Budget	Original: \$36,232,443 (for 2022 to 2024 contract) Actual: 36,232,443 (for 2022 to 2024 contract)
Bidder Responsibilities	PA support and federal grant administration and management

Hagerty has been working with the State of Maryland to address the response to and recovery from the COVID-19 pandemic since March of 2020. Our support to Maryland has been comprehensive. Initially, we provided emergency management operational support to the State emergency operations center and to various sites focused on logistics and resource management. Over time, that support was expanded to include grants management and advisory support under the FEMA PA Program and other initiatives funded under *the Coronavirus Aid, Relief, and Economic Security Act* and current support under the *American Rescue Plan Act*. This grants management support was provided to the State of Maryland while our teams concurrently provided response operational support for key issues, such as management of the State’s mass vaccination mission.

Specific to the State’s PA Program, Hagerty has primarily been providing support to both MDEM and MDH, with additional support extended to the Department of Public Safety and Correctional Services and the Department of General Services. Hagerty assembled a team of 20 professionals who have been providing this support since 2020, in tandem with supporting response operations. Hagerty has collaborated with the State of Maryland to identify more than \$1.85 billion in PA Program costs – which is estimated to rise to \$2 billion. Of that amount, nearly \$900 million has already been obligated by FEMA. This includes an obligated \$220 million expedited vaccination project that provided MDH the flexibility to establish and operate an extensive network

of state-run mass vaccination sites and concurrently support vaccination activities being performed by county local health departments in meeting vaccination and equity goals. It also includes nearly \$600 million in obligated PA funding for the purchase of personal protective equipment, cleaning supplies, and ventilators. Finally, to better utilize all federal COVID-19 funding available, Hagerty worked with MDH to strategically claim \$67 million in school-based testing costs with FEMA PA, which allowed the State of Maryland to continue to conserve Centers for Disease Control and Prevention Epidemiology and Laboratory Capacity (ELC) grant funding so that there would be ELC testing funding available for the 2022-2023 school year.

Acting as a valued partner with the Department of Budget and Management (DBM), Hagerty coordinates DBM’s centralized oversight and monitoring of \$3.7 billion in SLFRF across 25 State agencies and 98 programs with activities ranging from infrastructure, public health, to workforce development, and government operations. Hagerty helped DBM stand up a multi-year federal grants management program, which includes staffing models and resource development plans, all operational processes and SOPs, full life-cycle grants management, reporting, data tracking, and analysis, as well as comprehensive desk reviews of each SLFRF-funded agency and their subrecipients to ensure compliance with federal rules and regulations. Hagerty’s services to the State of Maryland include, but are not limited to:

- » Established the State’s first-ever Municipal Technical Assistance Program for more than 140 small and mid-sized municipalities across the State, which was expanded due to the success of the program to include guidance and support navigating the Infrastructure *Investment and Jobs Act* (IIJA).
- » Established a fully operationalized multi-year federal grants management program for DBM that includes ongoing oversight of 25 federally funded State agencies.
- » Successful award of \$171 million in Capital Projects Fund for four broadband infrastructure projects.
- » Assisted the Governor’s Infrastructure Director in preparing an IIJA funding report for the State’s legislature and preparing a presentation on IIJA to local governments in Maryland.
- » Designed and implemented a \$20 million grant program administered by DBM to provide financial assistance to community water systems across the State that will relieve water debt for 30,000 or more families across all regions of Maryland. Led coordination with the Departments of Housing and Community Development and Human Services to ensure that funding provided through the water program did not result in a DOB with other similar programs.
- » Implemented a \$50 million grant program administered by MDH.

Additional results achieved by the Hagerty team overseeing grants management of SLFRF-funded State agencies:

- » Designed a comprehensive desk review program to monitor all agencies and subrecipients, including financial and programmatic oversight currently underway.
- » Created a system for routine quarterly data coordination of all US Treasury Project and Expenditure reporting for the State of Maryland, which has resulted in nearly two years' worth of successful quarterly data upload and certification.
- » Designed and published a State Agency Technical Assistance Portal with resources Hagerty developed in-house to support state agencies through all phases of managing their SLFRF funds.

NEW YORK CITY OFFICE OF MANAGEMENT AND BUDGET

Period of the Project	Multiple contracts (2013 to 2018, 2018 to 2023, 2023 to Present)
Schedule and Actual completion	Scheduled: multiple contracts including current ongoing contract Actual: multiple contracts including current ongoing contract

Reference Information	Stephen Beckage, Assistant Director beckages@omb.nyc.gov 212-788 1432
Vendor Role	Prime
Budget	Original: \$62,250,000 (2018 to 2023 contract) Actual: \$62,250,000 (2018 to 2024 contract)
Bidder Responsibilities	HMGP/HMA Support, PA Support

Hagerty's partnership with NYC is rooted in one of the most defining moments in modern American history. In the aftermath of the September 11th terrorist attacks, Steve Hagerty and the founding members of Hagerty were engaged by the City to support its unprecedented response and recovery operations. This initial engagement formed the foundation of a trusted relationship that has endured for over two decades, built on mutual respect, performance-driven results, and a deep commitment to public service.

That trust was reaffirmed following Tropical Storm Sandy, one of the most devastating natural disasters in the City's history. Recognizing the need for a partner with both technical expertise and institutional familiarity, the NYC OMB once again selected Hagerty to support its long-term recovery efforts. Since 2013, Hagerty has remained a key recovery partner to NYC, consistently reselected through competitive procurement processes and continuously expanding the scope of services provided.

Over the course of this partnership, Hagerty has delivered a comprehensive suite of services spanning the entire disaster lifecycle, from preparedness to response, recovery, and mitigation. Our team has been embedded within the City's operations to provide strategic advisory support, technical grant management, and subject matter expertise across a diverse portfolio of federal programs. This includes FEMA PA, FEMA HMA, HUD CDBG-DR, and the Department of the Treasury's SLFRF. For FEMA PA alone, Hagerty has helped NYC secure and manage more than **\$20 Billion** in funding through Hagerty's direct support in all aspects of the project formulation process, including:

- » **Hurricane Sandy:** As NYC's primary disaster recovery contractor, Hagerty has provided project management, grant administration, technical assistance, and strategic advisory support for our Hurricane Sandy recovery effort, one of the costliest and most complex disaster recoveries in our nation's history. Hagerty supported the NYC OMB to obtain about **\$15 billion** in disaster recovery funding including FEMA PA and HUD CDBG-DR funds across hundreds of Hurricane Sandy recovery projects. Hagerty deployed over 90 PA Specialists throughout the City for more than 50 agencies to support overall project formulation and strategy, with each considered as separate Subrecipients in the FEMA PA process. Hagerty and OMB partnered to maximize federal funding in creative ways, as evidenced by use of FEMA's Section 428 Public Assistance Alternative Procedures (PAAP) Pilot Program to fund an improved, more resilient Rockaway Boardwalk, a grant valued at \$480 million. This single project was among more than ~\$5 billion in flexible FEMA PAAP funding secured by NYC. Hagerty's consultants are currently working with the City on ongoing grants management and closeout for Hurricane Sandy grants.
- » **COVID-19:** Since 2020, Hagerty professionals have worked with NYC to secure and administer approximately **\$8.6 billion** in FEMA PA funding obligated for COVID-19 recovery. Hagerty consultants are formulating FEMA PA projects to reimburse NYC for COVID-19 non-congregate sheltering, emergency food delivery, vaccinations, testing, personal protective equipment, temporary hospitals and morgues, emergency response coordination, and other COVID-19 related costs. This effort was critical to help NYC recover as one of the hardest hit municipalities in the early stages of the pandemic, with more than 20,000

deaths, expansions of its public hospital system to treat patients, and other expansive measures to stem the spread and impact of COVID-19.

- » **Tropical Storm Isais and Remnant of Hurricane Ida:** Hagerty has deployed teams to support NYC OMB to support the City’s recovery from two additional declared disasters that occurred in 2020 and 2021. Hagerty has formulated **\$300+ million** in PA projects. The majority of the projects have been obligated and Hagerty is now in the process of supporting the City maintain compliance throughout the procurement and construction phase and initiating closeout at the appropriate time.

SOUTH CAROLINA EMERGENCY MANAGEMENT DIVISION

Period of the Project	2017 to Present (multiple contracts: 2017 to 2022 and 2022 to Present)
Schedule and Actual completion	Scheduled: August 2017 to August 2022 Actual: August 2017 to September 2022
Reference Information	Allison Volk, Public Assistance Program Manager Avolk@emd.sc.gov (803) 920-1659
Vendor Role	Prime
Budget	Original: \$1,500,000.00 Actual: \$4,635,945.00
Bidder Responsibilities	IA/PA/HMA Support Contract

Hagerty has supported SCEMD since 2017, providing ongoing financial recovery expertise, closeout support, and surge advisory services across FEMA PA and HMGP.

- » **PA Cost Recovery:** Hagerty provides SCEMD with experienced personnel to support the full lifecycle of the FEMA PA program, from Joint Preliminary Damage Assessments through disbursement of funding and project closeout. A summary of this support is itemized within Figure 4. In addition to supporting SCEMD directly, Hagerty assists subrecipients through the FEMA PA process by offering guidance, technical assistance, and hands-on support. Our services include, but are not limited to:

- » Formulation, development, and validation of projects to confirm accuracy and compliance with FEMA requirements;
- » Alignment of SOW, Damage Inventories, and Disaster Damage Descriptions (DDD) included at both the project formulation and reimbursement requests stages;
- » Support to complex project impacts including Determination Memo Appeals, SOW changes, Amendments, and Environmental and Historic Preservation considerations;
- » Financial reconciliations to promote consistency across payment records and supporting documentation; and
- » Assistance to organize, manage, and reconcile documentation to support timely reimbursement and project closeout.

Figure 4



- » **Surge/Advisory Support:** Hagerty has provided Recovery PA advisory services and capacity building support to SCEMD most recently in response to Hurricane Helene and Tropical Storm Debby. This support includes:
 - » Coordination and integration of a PA Specialist training curriculum focused on the FEMA PA Program Delivery Phases - Subrecipient Coordination and Evaluation, Impact and Eligibility, Scoping and Costing - with an emphasis on state-led disaster roles and responsibilities;
 - » Development of 15 internal and Subrecipient facing guidance documents addressing PA special considerations (e.g., Environmental and Historic Preservation, Hazard Mitigation 406) and project formulation best practices;
 - » Coordination with the State Infrastructure Branch Director to identify an Expedited Project strategy to effectively gather applicant documentation and efficiently improve validation of costs; and
 - » Processing of Applicant and quarterly reports, including tracking time extensions and scope of work changes for an emergency declaration (Hurricane Idalia) and two major disaster declarations (Hurricane Florence and COVID-19).
- » **PA Closeout Support:** In addition to supporting the management and closeout of the COVID-19 disaster, SCEMD engaged Hagerty to assist with closeout activities for nine additional major disaster declarations, including the Severe Storms of 2014 and 2020, and Hurricanes Matthew, Irma, Florence, Dorian, Ian, Idalia, and Helene. This support includes:
 - » Enhancement of internal staff capacity through the development of standardized Closeout SOPs;
 - » Development and delivery of training sessions for SCEMD Specialists on large and small project closeout procedures and the facilitation of on-site training sessions/workshops to reinforce closeout processes and best practices;
 - » Creation and maintenance of closeout tracking tools to promote transparency and monitor progress across disaster events;
 - » Preparation of account and project level closeout packets in coordination with SCEMD; and
 - » Coordination with Subrecipients on project reviews, documentation retention requirements, and submission protocols for final closeout to SCEMD.
- » **HMGP Support:** Hagerty additionally supports SCEMD to navigate FEMA HMGP and supports both SCEMD and subapplicants to formulate competitive subapplications and advise on hazard mitigation implementation. This support includes:
 - » Reviews of subapplications and drafting Requests for Information to submit to subrecipients, providing technical assistance to subapplicants;
 - » Coordination with Subrecipients on behalf of SCEMD to complete BCAs in alignment with FEMA requirements; and
 - » Providing HMGP training to SCEMD Staff and subapplicants on BCA execution.

Hagerty’s support to SCEMD remains ongoing and continues to evolve in response to the State’s priorities, providing flexible, expert driven solutions that strengthen recovery operations, build internal capacity, and position South Carolina for long-term resilience.

SUBCONTRACTORS

If the awarded bidder(s) intends to subcontract any part of its performance hereunder, the awarded bidder(s) should provide:

- | | |
|------------|--|
| 1.9 | <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

Describe bidder's process for providing PA technical services.

The bidder should address the following:

- 2.1**
- 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:

While the FEMA PA process can seem straightforward, when actively engaged in specific aspects of recovery, understanding the unique considerations and nuances of the FEMA PA Program becomes critical. Scoping, cost estimating, leveraging shared and layered funding, developing improved and alternative scopes of work, identifying mitigation opportunities, responding to RFIs and Determination Memos, and addressing audits are all challenges that need to be proactively managed and addressed through the project formulation and beyond. Hagerty's approach to supporting the FEMA PA Programs is founded on experience working directly with recipients and subrecipients across the US to develop grants and administer the program.

Hagerty offers the State more than 20 years of experience focused on disaster preparedness, response, mitigation, and recovery – including grant application development, management, and closeout for a variety of federal programs that support recovery and resilience. We have supported recipients and subrecipients in over 25 different states and territories by providing technical assistance and guidance in navigating outcomes in FEMA's PA program.

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

Recovery starts when response starts – having Hagerty deploy to provide recovery advisory support allows us to effectively support the State in administering disaster response and recovery programs for its subrecipients. By becoming involved at the onset, we can assist with initial damage assessments, applicant briefings, and joint preliminary damage assessments - ensuring subrecipients receive timely technical guidance and a clear understanding of program requirements. This early involvement positions the State and its subrecipients to identify and address programmatic issues quickly, maximize eligible federal funding, and provide consistent technical assistance throughout the life cycle of FEMA PA.

By embedding our team from the start of the incident, we establish the foundation needed for a seamless transition into the structured, end-to-end project formulation and damage-assessment process that follows. This continuity ensures that each subsequent phase - from gathering documentation to scope development and ultimately obligation - **is grounded in accurate information, coordinated communication, and consistent technical support.**






FROM DOCUMENTATION TO DELIVERY: HAGERTY'S PA PROCESS STRATEGY

Hagerty's approach to project formulation and damage assessments is centered around building a solid foundation through accurate and complete Damage Inventories. Hagerty's PA Program Liaisons work closely with subrecipients and FEMA Program Delivery Managers (PDMGs) to ensure all damages are thoroughly documented, logically grouped, and aligned with FEMA's requirements. This includes guiding subrecipients through the documentation process, coordinating with FEMA to meet formatting standards, and identifying issues such as Environmental and Historical Preservation (EHP) triggers, insurance misalignments, and

ineligible or duplicative funding sources. Hagerty also assists with strategic project grouping that reflects recovery goals, construction schedules, and insurance coverage, reducing administrative burden while maximizing eligibility. Prioritization of projects is based on cash flow, operational urgency, and other factors, and is tracked through a shared system to maintain visibility and accountability.

To illustrate this end-to-end strategy, Table 4 below summarizes Hagerty’s key stages of support - from initial damage documentation through to final project formulation and obligation.

Table 4: Hagerty’s End-to-End Approach to Project Formulation and Damage Assessments

Phase	Hagerty’s Role
 Damage Inventory & Documentation	<ul style="list-style-type: none"> » Guide subrecipients to compile accurate, comprehensive Damage Inventories » Coordinate with FEMA PDMGs to confirm submission requirements » Identify EHP, insurance, and eligibility issues early
 Project Grouping & Prioritization	<ul style="list-style-type: none"> » Assist logical grouping of damages into projects aligned with recovery plans » Analyze insurance impact on eligibility » Advise subrecipients on prioritizing projects for inspections and obligation
 Site Inspections & Damage Validation	<ul style="list-style-type: none"> » Implement applicant-driven site inspection process to accelerate validation » Support detailed pre-inspection documentation (photos, narratives) » Reduce repeat inspections and review delays
 Project Formulation & Scope Development	<ul style="list-style-type: none"> » Help subrecipients complete scope surveys and identify codes & standards triggers » Guide evaluation of alternate/improved project options (Section 428) » Coordinate cost estimating and documentation preparation
 Cost Analysis & Obligation	<ul style="list-style-type: none"> » Develop cost analysis packages to ensure cost reasonableness » Support subrecipients through FEMA obligation and grant closeout

To accelerate project timelines, Hagerty implements an applicant-driven site inspection process that mitigates FEMA staffing constraints by supporting subrecipients in compiling detailed site documentation ahead of FEMA inspections. Hagerty also provides robust support with documentation requirements, including the Essential Elements of Information, cost analysis packages, and identification of triggered codes and standards. Through tailored training, tools, and one-on-one guidance, Hagerty helps subrecipients navigate scope development, accurately respond to FEMA’s survey questions, and evaluate alternative procedures under Section 428 for improved or alternate projects.

This comprehensive, proactive approach integrates FEMA policy expertise, technical support, and recovery planning to streamline project development and reduce the risk of delays or eligibility issues throughout the disaster recovery process.

APPROACH TO COST ESTIMATING, PROCUREMENT, AND CONTRACT COMPLIANCE

Hagerty understands that accurate, clearly written, and complete SOWs are the foundation of successful PA projects. Our multi-disciplinary team has extensive experience navigating federal disaster recovery programs, including FEMA PA, and is well-versed in design standards, consensus-based codes, the Nebraska Building Code, and appropriate construction methods. This expertise

enables us to support the State and subrecipients in developing precise and compliant SOWs that promote eligibility, facilitate funding, and enhance resiliency.

Cost Estimating

Accurate cost estimating is critical to maximize eligible funding, streamline project closeout, and reduce the risk of deobligations or appeals. Hagerty leverages deep expertise in FEMA's Cost Estimating Format and Section 428 Alternative Procedures to ensure that cost estimates reflect actual local conditions and include all eligible disaster-related expenses.

Our team will work collaboratively with FEMA, the State, subrecipients, and relevant stakeholders (e.g., engineering and architecture firms) to determine who will lead cost development. We can ensure all estimates are detailed and meet FEMA's documentation standards, incorporating factors like demolition, structural complexity, local cost variables, and mitigation - especially when costs exceed standard RSMeans pricing. Where needed, Hagerty can support architecture and engineering partners to ensure cost estimates provide the level of detail FEMA will require. If FEMA is developing the estimate, Hagerty can review estimates to ensure all eligible costs are factored into the estimate including demolition, construction and repair costs, anticipated inflation, and all structural issues.

Procurement

Hagerty can support the State and subrecipients in navigating federal procurement requirements, including 2 Code of Federal Regulations (CFR) Part 200, to ensure compliance and maintain eligibility. We advise on procurement methods, contract structure, and documentation to meet FEMA standards and address specific project needs.

Contract Compliance

Hagerty can assist the State and subrecipients in ensuring that contracts align with federal requirements and support long-term compliance. Our team of subject matter experts (SMEs) can conduct contract compliance reviews and provide actionable recommendations to help both the State and subrecipients strengthen contract administration practices. These reviews can proactively identify areas of risk, reinforce FEMA eligibility, and better position subrecipients for successful audits and project closeout.

As part of our compliance support, Hagerty has successfully helped our clients:

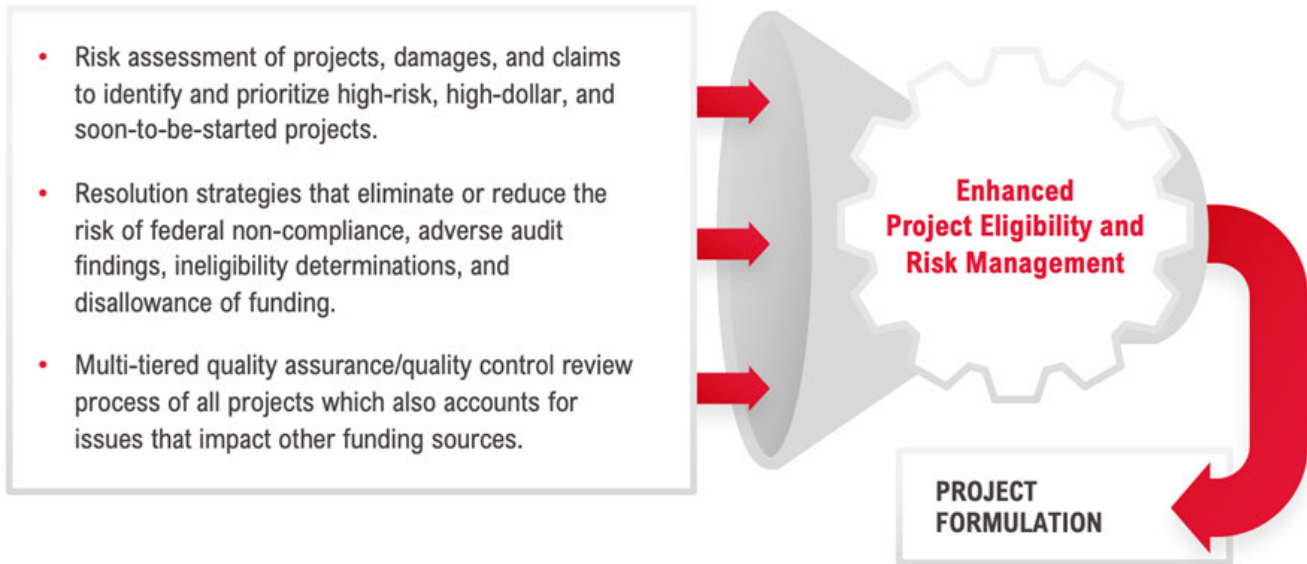
- » Review contract scopes and terms to ensure they align with FEMA PA project SOWs, federal procurement standards (including 2 CFR Part 200), and applicable mitigation requirements.
- » Assess whether contracts are appropriately structured for the type and scale of the work, and whether documentation is sufficient to meet FEMA's requirements.
- » Prepare for federal and state audits by organizing supporting documentation, clarifying procurement and contracting procedures, and responding to questions or findings.

By partnering with Hagerty, the State supports the State and its subrecipients throughout the lifecycle of FEMA PA projects - from SOW development to cost estimation, procurement, and contract oversight - helping to reduce the risk of deobligations, maintain funding eligibility, and strengthen internal systems for effective project management.

NAVIGATING ELIGIBILITY, APPEALS, AND ARBITRATION

Hagerty excels at the identification and resolution of eligibility, policy, reimbursement, and overall grant management issues related to the FEMA PA Program, and our strategic process to do so differentiates Hagerty from our competition. Hagerty's philosophy involves implementing proactive, innovative, and tailored solutions to address the State's specific priorities, organizational structure, and risks to ultimately avoid the issuance of negative determinations. Hagerty's approach to supporting Nebraska in navigating these issues is summarized within Figure 5 below.

Figure 5: Hagerty Focuses on Eligibility and Risk Assessment in the Project Formulation Process



Clearly outlining eligibility is essential for securing reimbursement by ensuring all work is performed and costs are incurred in accordance with statutory and program requirements. Hagerty understands the intricacies of FEMA's eligibility and will use this knowledge to structure the State's recovery process in a manner that minimizes the programmatic timeline while maximizing reimbursement. Support will include contract and purchasing documentation review; pre-emptive compliance audits on invoicing, payroll records, activity logs, and other cost documentation; and structuring the project SOW in alignment with program requirements, terminology, and industry standards. Further, Hagerty will proactively coordinate with FEMA regarding eligibility questions they may have to eliminate adverse determinations. Hagerty will coordinate with the State to ensure state and federal procurement policies are followed, meet grant requirements, and assist in the development of emergency and exigency circumstance justifications, where needed.

It is Hagerty's goal to avoid the appeal and arbitration process whenever possible. We do so through:

- » Continuous coordination and communication with FEMA;
- » Timely submissions of documentation or information requested through FEMA RFIs;
- » Escalation of persistent issues within FEMA and State leadership; and
- » Outlining eligibility arguments in writing clearly to the FEMA Consolidated Resource Center Specialist assigned to the project to ensure no misunderstanding occurs when information is relayed through the PDMG.

If FEMA does issue a negative determination memo to either the State or a subrecipient, Hagerty will provide the State with a written assessment of the likelihood of an appeal's success if pursued by the State or the affected subrecipient. If the subrecipient decides to pursue an appeal and the State desires enhanced recipient support for subrecipients, Hagerty will mobilize Hagerty's Appeal Specialist to work with the subrecipient to ensure they develop the strongest case possible in an effort to secure a full or partial reversal of FEMA's original determination. Regardless of the level of subrecipient support desired by the State, Hagerty will assist with formal grantee review once the appeal is submitted to the State. Upon submission of the appeal to FEMA, Hagerty will track that appeal, coordinate any FEMA RFIs, and regularly inquire regarding its status until formal notification is made.

Hagerty is also well versed in the arbitration process, having supported clients throughout the country in this process, and thus we are very capable of helping weigh the advantages of choosing the traditional second appeal process or the arbitration process for a specific project. If the State or a subrecipient elects arbitration over the traditional second appeal process, Hagerty will support efforts to outline the facts of the eligibility case, the basis of FEMA's position, and provide specific policy and precedent information, utilizing FEMA's second appeal database, the Civilian Board of Arbitration and Contract Appeals decision database, and Hagerty's knowledge of PA eligibility determinations nationwide to assist the preparations for arbitration. Figure 6 below outlines a case study of Hagerty's previous appeals support.

Figure 6

Horry County, South Carolina Appeal Support

Since 2015, Hagerty has supported Horry County recovery from 10 separate declared disasters, including Hurricane Florence, which caused extensive damage to the County's drainage channel network. FEMA issued a determination memo denying eligibility of over \$1 million of channel erosion and outlet pipe damages, stating the channels were natural waterways instead of engineered channels.

In response, Hagerty assisted the County in formulating a comprehensive appeal that clearly prove that the denied facilities were engineered drainage channels that were originally built by the US Army Corps of Engineers (USACE) Hagerty was able provide FEMA with historical ariel photography from the 1950s and 60s that provided a before and after view of the channels that made clear that the USACE projects transformed braided coastal plain streams and swamps with no permanently defined channel into a permanent engineered drainage channel. Hagerty also provided correspondence with current USACE officials that the damaged sites were no longer their legal responsibility.

In the end, FEMA's first appeal decision agreed with the arguments set forth in the appeal and fully reinstated eligibility for the claimed repairs and associated costs.

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

Hagerty understands that recovery does not end at obligation - in many ways, it is only the beginning. Subrecipients often face challenges after obligation, including navigating reimbursement processes, managing timelines for project completion, and determining when to submit requests such as time extensions, scope modifications, cost amendments, or changes to improved or alternate projects.

Obligation marks the point at which subrecipients can begin seeking reimbursement for completed activities, but it also introduces a new set of responsibilities. Most subrecipients will need technical assistance post-obligation including but not limited to:

- » Requesting drawdowns on small projects;
- » Submitting large project reimbursement requests;
- » Guidance for documentation standards;
- » Continued procurement compliance support;
- » Submitting project amendments prior to project closeout;
- » Quarterly reporting;
- » Compliance tracking with 2 CFR single audit requirements;
- » Time extension requests; and
- » Project/Account Closeout support.

Hagerty is prepared to support subrecipients throughout every stage of the post-obligation process. We provide hands-on guidance to help navigate reimbursement requirements, documentation standards, and compliance considerations. In addition, we can work closely with subrecipients to develop complete and well-organized project closeout packets - ensuring all supporting documentation is properly compiled, eligible costs are clearly justified, and closeout requirements are fully met. By offering this tailored technical assistance, we help create a smooth, timely, and compliant closeout process that positions subrecipients for long-term program success.

SUBMITTING & REVIEWING REIMBURSEMENT REQUESTS

Subrecipients will receive guidance and support on how to submit RFRs through training, written guidance, and via the PA Program Liaison. As RFRs are submitted on permanent work and on alternate/improved projects, the appropriate Hagerty Specialist(s) – depending on the nature of the cost – will be assigned to review the submitted supporting documentation to determine if either A) additional documentation information is needed to substantiate the cost, or B) recommend the State to approve the RFR.

It's Hagerty's goal to develop closeout ready complete project packages. With each RFR, Hagerty will seek to collect all the pertinent documentation utilizing Hagerty's closeout checklist enabling the Closeout Reviewer to easily navigate the file for an efficient closeout process and minimize risk of deobligations in the future.

CONTINUED PROCUREMENT COMPLIANCE SUPPORT

Non-compliance with 2 CFR procurement regulatory requirements continues to be a top reason why FEMA deobligates funding post-award. Unfortunately, this may happen years after the subrecipient spends the dollars, leaving them in difficult financial circumstances if the need for corrective actions are not identified early.

Throughout the recovery process, pre- and post-project obligations, Hagerty will continue to provide training and tools to subrecipients on 2 CFR procurement requirements. Hagerty will track procurement issues and customize virtual training and tools to address any trends identified across multiple applicants.

Additionally, Hagerty Cost Specialists will conduct 2 CFR compliance reviews while completing Cost Analysis Packages to identify if there are any compliance issues. If 2 CFR compliance issues are identified, the PA Program Liaison will be notified and immediately reach out to the subrecipient to discuss compliance requirements, what steps need to be taken for the procurement

in question, and what corrective actions the subrecipient should take for future procurements to be in compliance with 2 CFR and FEMA requirements.

Additionally, in effort to centralize and reduce the cost of Hagerty's support as the need for dedicated PA Program Liaisons reduce, Hagerty will suggest offering subrecipients that they send Procurement Packages to PA Questions Hotline/Email Support for review prior to contract execution.

SUBMITTING PROJECT AMENDMENTS PRIOR TO PROJECT CLOSEOUT

Hagerty will be proactive in identifying the need for project amendments through coordination between the PA Program Liaison and the subrecipient and the analysis of the data within Quarterly Reports comparing the percentage of completion versus the amount of funding drawn down from the project.

Additionally, Hagerty will work strategically with the subrecipient to identify if a project amendment/version is needed prior to closeout versus completing the work and amending the project at the end based on actuals.

If a pre-project closeout amendment is needed, the PA Program Liaison will seek to identify what caused the project overrun and if there are any eligibility concerns. The PA Program Liaison will seek to resolve any issues if identified with the State and FEMA Region VII (e.g., incomplete DDD) and support processing the project amendment as needed.

QUARTERLY REPORTING

As large projects are obligated, Hagerty will distribute short "how-to" videos on how to complete Quarterly Reporting within the States preferred method. The PA program Liaison will offer further assistance to coach the subrecipient on how to complete the Quarterly Reporting if the subrecipient either A) requests assistance, or B) fails to submit the Quarterly Report per the deadline set. Hagerty will track subrecipient compliance with completing Quarterly Reports and aggregate data for the States review. If the subrecipient consistently fails to complete the Quarterly Reports, the PA Program Liaison will work with the subrecipient to identify a solution to address the hurdle they are facing in order to bring them into compliance.

2 CFR SINGLE AUDIT TRACKING

Early in the process, the PA Program Liaison will coach the subrecipient to understand the full scope of compliance requirements after receiving a PA grant, including the 2 CFR Single Audit requirement. While this may be standard and understood information for local and state governments, this and other federal requirements may be new to certain private non-profits and houses of worship new the PA program or under new leadership.

All subrecipients will be reminded of the requirement and how to submit their 2 CFR Single Audit to the State. Hagerty can track subrecipient compliance with this requirement. If assigned, Hagerty can conduct an initial review of the subrecipients' single audits and develop a detailed report for the State consisting of a detailed list of all issues by subrecipient that potentially could be a risk to their PA projects. The report would include a synopsis identifying general trends and highest risk areas. Hagerty would use that report to provide directions to PA Program Liaisons to mitigate the risk identified with each subrecipient, as appropriate, and develop training and guidance to address the high-risk areas to be distributed across all subrecipients.

PERIOD OF PERFORMANCE TIME EXTENSION REQUESTS

Hagerty will provide written guidance and training to subrecipients on how to submit period of performance time extensions including what information is needed by the State for the initial six month Emergency Work time extension or 30-month Permanent

Work time extension. Written guidance and training will be provided If the severity of the disaster event – or repetitive disaster events – results in a subrecipient needing further time extensions. If so, the PA Program Liaison will coach the subrecipient on what kind of documentation and justification is necessary for submittal to FEMA via Grants Portal. The State will be notified once it is known that a subrecipient will be requiring a time extension beyond the authority of the recipient to approve.

FINAL RECONCILIATION AND CLOSEOUT

Recovering from a major disaster takes time. Ensuring that subrecipients close out their grants and projects in a timely manner is a key step in completing the overall recovery process. By establishing proactive oversight practices early - aligned with the States internal financial and grant management systems - we can help streamline subrecipient project formulation, administration, and closeout. Consistent documentation standards and clear guidance to subrecipients will further support an efficient, compliant, and defensible closeout process. Depending on the needs of the State, Hagerty can support the following closeout activities:

- » **Cost Reconciliation** – Reconciliation of all disaster costs submitted by subrecipients to ensure that each expenditure is aligned with the correct project at closeout.
- » **Damage / Cost Verification** - Ensuring all subrecipient-reported damages and costs are accounted for and validated, and that no cost overruns or underruns exist at the project or grant level. If overruns or underruns exist that the project level, Hagerty will ensure to document the reasoning behind the cost change – provide the supporting documentation - to enable FEMAs ability to properly access the need for a closeout version.
- » **Closeout Documentation** - Development and review of subrecipient project/grant completion reports, attestations, and DOB forms; while supporting the initiation and processing of project closeouts in accordance with state and federal requirements.
- » **Final Inspections** - Participating in or facilitating final site inspections with subrecipients and the state or federal granting agency to confirm project completion and compliance.
- » **Netting Appeal Review** - Assess need for small project netting appeal for small projects if actual costs across all small projects significantly exceed total amount of small projects obligated.
- » **Closeout Appeal Assessments** - Analyzing FEMA PW closeout determinations to determine whether an appeal is warranted.

Hagerty is available to assist the Recipient with any audit conducted during the life of the award, including Office of Inspector General audits and annual Single Audits required under 2 CFR Part 200. Hagerty has extensive experience supporting Recipients in explaining the Public Assistance process, demonstrating the internal controls established to ensure compliance, and preparing subrecipient files for audit readiness.

Early in the cost recovery process, the Project Manager will work with the Recipient’s point of contact to determine the preferred system for organizing and retaining all subrecipient records. Hagerty will propose documentation naming conventions and file structures to ensure that all records submitted to federal and state grantors align with statutory and regulatory requirements. At closeout, Hagerty will conduct a final quality review of the Recipient’s grant files to confirm that all documentation related to subrecipient projects is complete and audit ready.

From the outset, Hagerty strives to support the development of highly detailed, audit-ready projects containing accurate data and the necessary supporting documentation to validate all claims. This, combined with thorough document management, has helped Hagerty clients avoid adverse audit findings and de-obligations.

At the conclusion of Hagerty’s support for a given disaster, we will provide the Recipient with a final report summarizing:

- » Total reimbursement requested across FEMA PA, Federal Highway Administration-Emergency Relief (FHWA-ER), mitigation grants, and any other federal or state programs;
- » Total expenditures by Project Worksheet and grant;
- » Any special circumstances or compliance considerations related to specific subrecipient grants;
- » Total reimbursement requested by FEMA PA Category;
- » Total reimbursement requested for small and large projects; and
- » Any other relevant data needed to support closeout and long-term grant oversight.

Information Technology, Data Management, and Reporting Support

In our experience, financial management systems to support recovery should be straightforward, effective, and integrated into current client processes and systems. To support this, Hagerty created our Disaster Financial Management System (DFMS) using the QuickBase platform, which we will customize to better support the State in order to track grant funds. Our team has deployed DFMS for every large recovery operation we have managed since it was developed, including current use by NYC to manage federal grant dollars following Hurricane Sandy as well as Miami-Dade County to manage Coronavirus Relief Funds and FEMA PA reimbursements. Our DMFS platform offers the State a tool that:

- » **Drives workload** – Automates task distribution and ensuring resources are allocated efficiently, helping State departments stay on track and meet deadlines.
- » **Monitors Performance** – Real-time data dashboards and analytics, providing visibility into key metrics and enabling informed decision-making.
- » **Optimizes Process** - Manages process queues to streamline operations, reduce bottlenecks, and improve turnaround times.
- » **Generates Reports** – Customized reports that are catered to State standards and needs, making it easier to analyze trends, track progress, and share insights with stakeholders.
- » **Supports Audit Readiness** – Maintains a transparent record repository, simplifying compliance and review processes.
- » **Integrates with Existing Accounting Systems** - Customized to existing accounting systems used by the State, minimizing impact on State and municipal staff to enhance operational efficiency.

By providing a high-level of visibility into recovery funding, DFMS enhances program and financial compliance and promotes expedient and efficient project delivery. DFMS is an inexpensive system whose basic package can be on-line within weeks and tailored to the State’s needs over time. By providing better support, transparency, and accountability to the State, we can achieve faster obligations, fewer appeals during recovery, and ultimately reduce the risk of deobligation. Further, much of the work Hagerty will be asked to do for the State is reimbursable by FEMA as management costs. We require all staff to track these costs and tie them directly to the work performed on individual projects as specified by current policy using DFMS. This tool is critical to enhancing our capability to capture and appropriately account for all costs and ensure the cost of our services to the State are reimbursable by FEMA. It is important to note that costs associated with development and use of DFMS are not included in this proposal. Should this option be desirable to the State, Hagerty can provide additional information.

Figure 7 highlights how Hagerty supported Wyoming's new Grants Management Office by developing tools, templates, and technical assistance that strengthen subrecipient grant management capacity. These resources help entities navigate post-award requirements, improving their ability to manage funding effectively and ensuring smoother reimbursement and closeout.

Figure 7

State of Wyoming Grants Management Office

As a partner to the State of Wyoming's State Budget Department, Hagerty has supported the establishment of the State's first centralized Grants Management Office (GMO) dedicated to assisting state agencies, local governments, Tribal governments and organizations, non-profits, and small businesses in identifying, pursuing, and managing grant funding.

In July 2024, Hagerty helped the GMO launch the Wyoming Grant Assistance Program, a technical assistance program, to help communities build grants management capacity and access unprecedented levels of funding opportunities, including IJJA, *Inflation Reduction Act*, and *CHIPS and Science Act*, and other state and federal funding sources. In response to technical assistance requests from local government entities seeking guidance on best practices for grant administration, **Hagerty's project team developed a suite of resources and tools to help grant recipients navigate the post-award phase effectively and efficiently**, including a comprehensive post-award grant administration checklist, subrecipient monitoring risk assessment forms and templates, and project design forms that help entities managing grants retain necessary financial and programmatic information for audits.

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)

Hagerty's methodology for subrecipient engagement is built around proactive, coordinated alignment between FEMA, State, and subrecipients - ensuring projects are well-scoped, strategically positioned, and eligible for FEMA PA funding. Our preferred approach is to operate as integrated members of both the subrecipient and State teams. By embedding directly into these structures, we're able to coordinate across agencies in real time, reduce delays, and ensure that FEMA's expectations are fully understood and met throughout the PA lifecycle.

From the start, we will collaborate with the State to build on the State's existing relationships and institutional knowledge. We work to understand the subrecipient's needs, political context, interagency dynamics, and any known barriers to effective FEMA coordination. **Together with the State and FEMA, we identify key stakeholders across internal departments, local governments, community partners, and impacted communities - ensuring all necessary partners are engaged from the beginning.**

Throughout the engagement, we proactively facilitate collaboration with FEMA, support project formulation meetings, clarify policy or eligibility questions, and close communication gaps that often slow down the PA process. To maintain ongoing alignment, Hagerty implements structured feedback loops, including progress updates, summary reports, and decision logs that document how applicants are managing their projects - especially FEMA decisions and guidance. This approach mitigates misunderstandings around eligibility, documentation standards, and timelines, which are common challenges in the FEMA PA process.

Our goal is to empower subrecipients to independently navigate FEMA programs, advocate for their recovery needs, and manage funding with confidence. **We define success not just by the support we deliver in the moment, but by the knowledge we transfer**

- enabling sustained, compliant, and efficient recovery management. Our approach is hands-on and collaborative; we work side-by-side with subrecipients as true partners and integrated team members.

The technical assistance options outlined below are designed to be scalable and adaptable, tailored to each subrecipient’s capacity, risk profile, and project complexity. **Every approach reflects our commitment to capacity building, institutionalizing cost recovery best practices, reducing long-term dependence on external support, and strengthening resilience for future disaster events.**

PUBLIC ASSISTANCE TOOLS AND TEMPLATES

Hagerty maintains a library of PA tools, policy guides, and templates that span the full FEMA PA grant lifecycle, from initial damage assessments through disaster closeout. These resources can be readily adapted to align with State’s internal procedures, branding, and may be made available for publication on the State’s website to support consistent messaging and statewide accessibility.

As FEMA policies and procedures evolve or are newly developed, Hagerty will proactively develop new tools and reference materials, including step-by-step guides, checklists, and job aids tailored to specific PA requirements. These materials are designed to equip subrecipients with the knowledge necessary to meet compliance expectations without introducing unnecessary complexity or information overload.

Virtual and Recorded Trainings and In-person Workshops

Hagerty offers a suite of training solutions to support both the State personnel, subrecipient staff, and stakeholders. This includes virtual, recorded, and in-person workshops covering the full scope of FEMA PA processes, as well as specialized sessions on documentation standards, procurement requirements, and project formulation strategies. All training can be tailored to meet the State’s priorities and delivered in formats that reflect operational realities and varying capacity levels across Nebraska. Table 5 itemizes examples of PA trainings that Hagerty can provide.

Table 5: Examples of PA Trainings Hagerty can Provide

FEMA PA Cost Recovery Overview for Executives and Elected Officials (in-person or virtual)	Detailed PA Process from A to Z for PA Cost Recovery Staff (multi-day in person workshop or virtual training series)
Just-in-Time Trainings: Daily Disaster Activity Descriptions (short video, 5 minutes)	Conducting Initial Damage Assessments: Photographing and Documenting Before Temporary Repairs (in person, virtual, or short video)
Section 1206: FEMA PA and National Flood Insurance Program Requirements and Options to Streamline Permitting (in person or virtual)	Applicant-Driven Site Inspection Process (in person or virtual)
PA Project Development: Documentation Requirements (in person or virtual)	FHWA-ER vs. PA Category C: Understanding Eligibility, Process, and Documentation Requirements (in person, virtual, or short video)
PA 406 Mitigation (in person or virtual)	Layering Federal Funding to Reduce Local Cost Share (in person or virtual)

Procurement, Developing Independent Cost Analyses, and other Grant Compliance Requirements (in person, virtual, or short video)	FEMA Programmatic Requirements Including Time Extensions (in person or virtual)
Category A and B Streamlined Project Applications (in person or virtual)	Category B Cost Tracking: Contract Costs, Invoice Reviews, and Documentation (in person, virtual, or short video)

Public Assistance Questions Hotline/Email Support through Cost Recovery

Hagerty can implement a PA Questions Hotline and Email Support system to provide subrecipients with 24/7 access to timely and accurate assistance for their questions and concerns. The PA Questions Hotline and Email Support would continue with the same phone number and email established in partnership with the State. As recovery progresses, Hagerty would adjust the composition of the response and recovery team to reflect the evolving needs of the program, gradually shifting from a focus on Debris and Category B SMEs to an increased presence of specialists with expertise in Permanent Work (Categories C to I). This phased transition will allow the support line to remain responsive to the most pressing technical questions at each stage of the recovery process, while maintaining continuity in service delivery to the State and its subrecipients.

PUBLIC ASSISTANCE COST RECOVERY PLANNING SUPPORT

As part of Hagerty’s comprehensive technical assistance approach, we recommend the inclusion of a formalized cost recovery planning process. This initiative has consistently demonstrated value in improving compliance, accelerating reimbursement, and reducing the likelihood of future deobligations. While this support can be initiated in response to a single disaster event, the benefits extend well beyond the immediate incident. Strengthening subrecipient systems and documentation practices in advance improves readiness for future disasters, supports more efficient project development, and reduces administrative burden on the State over time.

Hagerty’s cost recovery planning process typically includes a structured evaluation of relevant policies, procedures, documentation and tracking systems to identify areas where current practices may not fully align with federal grant requirements. This assessment typically includes a review of the following components:

- » Equipment tracking systems;
- » Existing cost recovery plans and PA procedures;
- » Review of contracts and identifying if the subrecipient should release standby contract request for proposals for services or goods typically needed after a catastrophic event;
- » Relevant ordinance and administrative policies;
- » Labor agreements for compliance language;
- » Purchasing procedures and financial management system;
- » Maintenance systems and documentation; and
- » Timekeeping practices and payroll tracking systems.

Based on this review, Hagerty will provide tailored recommendations that reflect the subrecipient’s organizational structure, capacity, and level of risk. These recommendations will support alignment with current federal regulations, including procurement

and documentation standards under 2 CFR Part 200, and will also help subrecipients integrate recovery and resilience considerations into their operational planning.

The State may direct Hagerty to deliver this support in a variety of formats, depending on specific needs. These formats may include:

- » Targeted one-on-one technical assistance to support the development or refinement of policies and procedures;
- » Group-based workshops designed to bring together subrecipients to identify common challenges and develop solutions; and/or
- » Remote document review using structured assessment tools followed by individualized corrective action recommendations.

This approach enables the State to invest in subrecipient capacity while strengthening statewide disaster recovery operations. The result is a more efficient, compliant, and resilient cost recovery environment across all phases of the PA program.

ON-SITE DEPLOYMENT AND TEAM INTEGRATION

On behalf of the State, Hagerty can deploy experienced personnel directly to support subrecipients at their facilities or project sites. Our team integrates seamlessly into subrecipient operations to provide hands-on guidance, technical assistance, and day-to-day support throughout the PA process.

Functioning as an extension of the State, we serve as a critical bridge between FEMA policy requirements and subrecipient execution. Our staff includes SMEs in 2 CFR Part 200 (Uniform Guidance), the Stafford Act, Public Assistance Policy Guidebook, EHP requirements, and other applicable federal regulations. This deep policy knowledge enables us to identify potential compliance risks early in the process - such as procurement issues, contract challenges, documentation deficiencies, or eligibility concerns - and address them before they jeopardize funding or project timelines.

By working directly with subrecipients, we extend the State's reach and ensure consistent, real-time support where it's needed most. Our embedded approach improves communication, accelerates problem-solving, and helps maintain momentum throughout recovery. **This targeted assistance reduces the administrative burden on the State, strengthens subrecipient compliance, and supports timely, successful project delivery.**

Figure 8 below illustrates Hagerty’s process for guiding South Carolina Emergency Management Divisions’ local non-profit hospitals through FEMA’s complex Patient Care Revenue Duplication of Benefits (PCR DOB) requirements under the COVID-19 pandemic incident.

Figure 8

South Carolina Emergency Management Division – Non-profit Hospital Support

Hagerty supported the SCEMD in guiding 127 subrecipients through the FEMA PA process for the COVID-19 pandemic, encompassing 298 projects totaling approximately \$778.3 million. Our team worked directly with SCEMD’s diverse subrecipient base - including state agencies, local governments, school districts, and non-profit entities - to ensure each organization received tailored assistance to maximize federal funding - from formulation through obligation, reimbursement, and closeout.

A significant portion of this effort involved extensive support to the state’s non-profit hospitals, which faced unique challenges related to FEMA’s PCR DOB requirements. To address this, Hagerty partnered with roughly a dozen hospitals to develop individualized, Applicant-provided methodologies that established a defensible 2020 to 2023 cost category ceiling cap utilizing 2019 revenue as the baseline. Our team created a PCR DOB template that mirrored FEMA’s Standard Method review, separated and validated project costs into appropriate PCR DOB categories (Labor, Equipment, Supplies, and Services), risk designation, and analyzed audited financials to determine whether calendar-year or fiscal-year reporting produced the most reasonable results.

This approach allowed SCEMD’s subrecipients - particularly the hospitals with the highest exposure to PCR DOB risk - to navigate one of the most complex and evolving components of FEMA’s COVID-19 PA guidance. Our methodologies consistently withstood external review, receiving little to no “unreasonableness” findings from the RAND Corporation and later supported SCEMD in validating FEMA’s own calculations once FEMA assumed responsibility for PCR DOB reviews. As a result, SCEMD was positioned to advocate effectively for its subrecipients and ensure accurate, fair determinations.

PROPOSED STAFFING TO SUPPORT PA

Project Manager, Katie Forsythe – Ms. Forsythe is an experienced emergency management professional with nine years of expertise supporting clients through large-scale disaster recovery and response operations. She specializes in program management, stakeholder coordination, and data analysis related to federal funding, with a particular focus on the FEMA PA program.

Senior Advisor for Public Assistance, Kevin Fuller – Mr. Fuller is a financial management, recovery policy SME, and seasoned project manager with 15 years of public sector consulting experience. He has directly supported disaster recovery for clients in New York, California, Texas, Florida, Maryland, South Carolina, Nebraska, Florida, Georgia, North Carolina and Washington State. Mr. Fuller has developed and obligated over \$1 billion in FEMA PA projects and has extensive experience developing successful appeals for FEMA PA eligibility denials. He is knowledgeable in the FEMA PA Program, HMGP, Fire Management Grant Program, and FHWA-ER, among others.

Senior Advisor for Public Assistance, Brock Long – Mr. Long is the former Administrator of FEMA and a 26-year veteran of emergency management and homeland security, with progressive experience assisting and supporting local, state, and federal governments to build robust emergency management and public health preparedness programs nationwide. He specializes in evacuation, public safety, recovery management, and response logistics. He has supported the development of pre-disaster

planning and post-disaster long-term recovery efforts to help cities, counties, states, and the United States (US) increase resilience against future disasters and enhance response capabilities.

Public Assistance Program Liaison, Katelyn Blejski - Ms. Blejski is an emergency management professional with seven years of experience in recovery and grants management. Ms. Blejski brings a strong background in disaster cost recovery and a client-focused approach to all aspects of her work.

Public Assistance Technical Assistance Liaison, Natalie Calderone – Ms. Calderone is a licensed civil engineer with over 20 years of design experience in major bridge projects to include retrofits, highway, signature, and water crossings among many others. She also possessed extensive experience support project formulation for all categories of work, as well as project closeout.

Appeals Specialist, Madeline Stoddart – Ms. Stoddart is a senior recovery analyst with more than 10 years of disaster cost recovery experience, specializing in policy and program analysis, cost recovery planning, federal funds management, and stakeholder engagement. She has supported appeal writing and development for multiple clients who have received eligibility denials from FEMA.

Senior Debris Specialist, Pie Branzuela – Ms. Branzuela has over 13 years of experience in FEMA PA Category A and B projects, Debris Monitoring, Disaster Management, Contract Administration, Hazardous Waste Operations, and Environmental, Health, and Safety Compliance.

Closeout Specialist, Hilary Wentworth – Ms. Wentworth is a disaster recovery consultant with over ten years of experience in emergency management, disaster recovery, and program management. Ms. Wentworth has experience in reviewing and approving payments, deep understanding of DOBs, monitoring and compliance of FEMA PA programs, and financial management to ensure closeout packets are completed efficiently, effectively, and follow all federal, state, and local requirements.

Disaster Recovery Specialist, Jeff Small – Mr. Small brings over seven years of experience in emergency preparedness, response, and recovery. He is knowledgeable in the FEMA PA Program, skilled in analyzing complex issues, interpreting federal guidance, and collaborating with diverse stakeholders to drive efficient recovery outcomes.

Accounting Analyst, Monica Cardin - Ms. Cardin, Certified Flood Manager, is a public administrator with over 23 years of experience, bringing extensive experience in municipal operations, disaster response, floodplain regulations, stormwater management regulations and grant management. Ms. Cardin has experience creating and delivering budgets, analyzing and reconciling accounts, conducting procurements, and general accounting functions using established systems and procedures.

2.2

Describe bidder’s process for providing IA technical services.

Response:

Effective IA programs delivery demands coordinated action among federal, state, local, tribal, and territorial (SLTT) partners, as well as non-governmental organizations working toward the shared goal of supporting survivors. Our firm specializes in facilitating this collaboration by helping clients bridge the gap between available assistance and the survivors who need it - aligning stakeholders, supporting decision-making, and establishing the structures required for successful IA delivery. Hagerty serves as a central facilitator, supporting program alignment, enhancing coordination, and enabling state leadership to deliver survivor-centered services across all IA program areas.

A critical component of effective IA program implementation is the ability to proactively advocate for the activation of the programs necessary to meet the specific needs created by an incident. Hagerty guides clients through this process by helping them assess survivor impacts, document damages, and develop clear, data-driven justification for activating the full suite of IA programs. This includes building strategic arguments for components such as Mass Care and Emergency Assistance (MC/EA), Transitional Sheltering Assistance, Crisis Counseling Assistance and Training Program, Disaster Case Management, the Individuals and Households Program (IHP), Disaster Unemployment Assistance, and Disaster Legal Services, ensuring that each activation request is grounded in evidence and aligned with federal criteria.

Our team works alongside state leadership and key stakeholders to evaluate and compile comprehensive impact analyses, including State and Local Fiscal Capacity assessments, resource availability analyses, Preliminary Damage Assessments, Community Infrastructure Impacts, challenges faced by the affected population, casualty data, and estimates of individuals who are out of work as a result of the incident. In addition to evaluating survivor impacts and infrastructure conditions, Hagerty also assesses the availability and capacity of local rental housing resources to inform program activation decisions. Understanding a community’s rental market, including vacancy rates, affordability, accessibility, and the extent to which units were damaged or determined to be unavailable due to the incident, helps to determine the Rental Assistance constraints and potential need for additional resources.

Hagerty also helps to structure interagency coordination so that SLTT partners can speak with one voice when engaging FEMA and federal partners. Through this unified approach, we empower states to effectively advocate for the activation of IA programs at the right scale and at the right time, supporting a holistic, survivor-centered recovery.

By combining policy expertise with on-the-ground operational capacity, Hagerty ensures that IA services are delivered efficiently, equitably, and in alignment with long-term community recovery goals.

PROGRAM OPERATION SUPPORT

Hagerty understands the unique complexities of FEMA’s IA program, including programs specific timelines, activation requirements, and the reality that operating all IA programs at full capacity is not always the optimal approach for effective response and recovery. Depending on the nature and scale of the incident, certain IA programs may not be appropriate or necessary. For example, MC/EA is typically activated only when a community has experienced catastrophic, widespread devastation, such as the impact Hurricane Katrina had on Louisiana.

To support FEMA in activating the most effective mix of response and recovery programs, states must approach IA with a clear, strategic framework. FEMA's programs each come with unique eligibility criteria, cost considerations, documentation requirements, and policy limitations. Navigating these complexities effectively requires disciplined analysis, strong justification, and an understanding of how FEMA evaluates and approves requests.

This is where Hagerty provides significant value. Our team helps states anticipate policy hurdles, identify the documentation required to substantiate requests, and develop a structured approach to presenting the need - ensuring that program activation decisions are aligned with real survivor conditions on the ground. We work with states to sequence and time requests in a way that maximizes federal support, reduces administrative burden, and ensures efficient and equitable delivery of services.

For example, FEMA often prefers extending rental assistance under Transitional Sheltering Assistance rather than moving into more resource-intensive options such as Travel Trailers under the IHP. While this may be FEMA's default approach, Hagerty will assist states in evaluating whether Transitional Sheltering Assistance truly meets survivors' needs. When housing stock is constrained or unavailable, we help articulate the operational and economic rationale for additional programs - such as Travel Trailers - and for subsequent services like the activation of the Disaster Case Management Program.

Our team of experts helps states to:

- » **Analyze survivors needs** using verified data and local constraints to guide program selection;
- » **Build strong, evidence-based justifications** that align with FEMA policy while clearly demonstrating gaps in available resources;
- » **Translate complex IA requirements into clear decision tools**, enabling state leadership to request the right program at the right time;
- » **Anticipate FEMA's fiscal, operational, and policy considerations**, preparing the state to respond to questions and navigate program activation;
- » **Craft comprehensive request packages** that position the state to secure the most effective blend of IA services; and
- » **Strategically communicate the state's priorities**, ensuring FEMA understands community-specific needs, constraints, and recovery objectives.

By combining policy expertise, on-the-ground operational insight, and thoughtful analysis, Hagerty will help the State shape FEMA's IA activation choices - not simply react to them. This ensures that survivors receive the programs that best support recovery, and that the State is equipped with the data, justification, and strategy necessary to secure them.

SURVIVOR PROGRAM SUPPORT

Survivors often face barriers in accessing resources, understanding their options, and navigating the FEMA IA application process. Hagerty helps states and partners bridge the gap between available assistance and the survivors who need it most. Our support ensures that survivors are informed, equipped, and connected to the full range of assistance programs throughout the disaster lifecycle.

Pre- and Post-Disaster Messaging

Effective communication is central to ensuring survivors understand their eligibility, responsibilities, and options for assistance. Hagerty helps states build and implement coordinated messaging strategies that prepare communities before a disaster and guide survivors through the recovery process afterward. Our support includes:

- » Developing pre-disaster messaging that explains FEMA IA, insurance expectations, documentation needs, and preparedness actions that help streamline future applications.
- » Creating post-disaster communications that clarify eligibility, application timelines, inspection expectations, appeal rights, and common pitfalls that lead to delays or denials.
- » Producing accessible, plain-language outreach materials across multiple platforms - including social media, radio, text messages, printed materials, community briefings, and local news stations.
- » Aligning messaging with emergency management partners and trusted community voices to ensure consistent and coordinated information flow.

This approach enhances survivor understanding and reduces confusion during periods of high stress and uncertainty.

FEMA IA APPLICATION SUPPORT

Navigating FEMA's IA application can be challenging for survivors who are displaced, experiencing trauma, or facing technological barriers. Our team partners with state leadership, voluntary agencies, and trusted community organizations to help survivors understand and successfully complete the registration process by:

- » Assisting survivors with creating FEMA accounts, completing IA applications, and uploading required documentation in a clear and accessible way.
- » Deploying staff to Disaster Recovery Centers, shelters, community hubs, and mobile outreach locations to provide in-person, hands-on support.
- » Explaining common pitfalls and challenges that often lead to initial application denials.

Our hands-on approach ensures each survivor receives individualized support to navigate the complexities of the IA process, including understanding insurance requirements, funding decisions, and potential denials. We provide clear timelines, deadline information, and guidance on required documentation.

FEMA often denies applications when documentation is missing, and this is not always communicated clearly to survivors, leading many to believe they have no path forward. Our team helps survivors file appeals and submit all necessary documentation to keep their cases moving.

We also help survivors understand the limitations of FEMA IA funding. FEMA assistance is not intended to make individuals financially whole, and using funds for purposes other than those designated may affect eligibility for additional federal programs. Our goal is to ensure survivors are informed, supported, and empowered throughout the entire process.

STAKEHOLDER ENGAGEMENT / COORDINATION

Hagerty can develop a Stakeholder Engagement Plan tailored to the State's IA programs. The Plan would outline stakeholder needs, expectations, and levels of influence; preferred communication and engagement methods; and processes for gathering survivor- and partner-driven input that inform IA program designs and deliveries. Developing a state-specific IA stakeholder engagement strategy will support the State's ability to administer equitable, timely, and high-quality assistance to disaster survivors, while strengthening coordination with local and federal partners.

Stakeholder engagement for state-level IA programs can take many forms, including one-on-one meetings with local jurisdictions, survivor outreach, coordination with voluntary and nonprofit partners, phone calls, surveys, roundtable discussions, and virtual or

in-person engagements with Volunteers Active in Disasters, Long-term Recovery Groups, and/or Church Based Organizations. The Plan will also identify and proactively mitigate potential barriers to participation.

Engaging partners early in IA program design and throughout implementation allows the State to align services with FEMA and other federal IA-related programs, streamline referrals between state, local, and nonprofit partners, and enhance the delivery of services such as housing assistance, case management, crisis counseling, disaster unemployment programs, and other state-managed recovery resources. Early engagement is especially crucial given recent federal investments in IA-related programs that encourage coordinated approaches between states, local jurisdictions, voluntary agencies, and long-term recovery efforts.

Hagerty may implement a range of stakeholder engagement principles during IA program development and coordination, including:

- » Ensuring that disaster survivors and communities most affected are directly involved in identifying needs and shaping IA program design and delivery.
- » Ensuring representation from rural, disadvantaged, and historically underserved communities through both high- and low-tech outreach strategies.
- » Clearly explaining the purpose of stakeholder engagement and how partner and survivor feedback will influence state IA initiatives and services.
- » Incorporating mechanisms to track IA program outcomes - such as survivor satisfaction, timeliness of service delivery, unmet needs trends, and program utilization - and integrating these findings into continuous improvement efforts.
- » Providing regular updates to local, state, and nonprofit partners to maintain transparency and foster a continuous feedback loop.
- » Creating an environment that values survivor experience and the diverse expertise of stakeholder organizations at all levels.

Depending on the types of engagements the State requests, Hagerty can develop related materials to support stakeholder engagement for IA programs, including survivor assistance guides, state-local meeting agendas, voluntary agency coordination tools, surveys, and meeting minutes. Hagerty can also synthesize stakeholder input into key findings, trends, recommendations, and considerations that support the State's IA program design and implementation.

Proposed Staff for IA

Lead Individual Assistance Specialist, Jerritt Gideon – Mr. Gideon is a seasoned emergency management professional with 20 years of experience in federal disaster recovery and housing programs, logistics, and emergency operations. With a robust background spanning both public and private sectors, Mr. Gideon has directly contributed to disaster response efforts at FEMA and the Texas General Land Office. While at FEMA, Mr. Gideon served as a Disaster Survivor Specialist managing a team to provide direct support to disaster survivors and aided disaster survivors through performance case inquiries and offered guidance on how to appeal assistance determinations. Mr. Gideon is also well informed of IA program tools and databases to assistance applications, eligibility determinations, and service delivery outcomes, ensuring compliance with federal regulations and program guidelines

Assistance Specialist, Sherlie Valentin – Ms. Valentin is a management professional with eight years of experience, including proven experience in managing projects in disaster recovery, emergency planning, and human resource functions. Ms. Valentin is an expert in disaster recovery programs and has supported states and territories through large recovery efforts, including supporting housing programs.

Describe bidder’s process for providing HMGP technical services.

The bidder should address the following:

2.3

- 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:

Hagerty brings deep and diverse experience implementing FEMA’s HMA programs at both the applicant and subapplicant levels nationwide. Our work spans the full evolution of FEMA mitigation funding, including HMGP, Pre-Disaster Mitigation, FMA, and BRIC. Through our dedicated Mitigation Division, Hagerty supports applicants and subapplicants across the country with comprehensive services that include enhanced programmatic and BCA technical assistance, subapplication development, procurement support, and long-term capacity building.

Hagerty’s success is driven not only by technical expertise, but by a client-centered approach to mitigation program delivery. We prioritize excellent customer service through clear and consistent communication, transparent review processes, and actionable technical feedback that strengthens sub-applications and BCAs while building local and state capacity. This approach helps applicants navigate complex HMA requirements efficiently, reduces review cycles, and positions projects for successful FEMA approval.

Hagerty has a long history of providing mitigation-focused technical assistance at both the municipal and state levels, including sustained support to large and complex jurisdictions such as NYC, as well as statewide programs in California, Colorado, Nebraska, and others. Our experience spans a wide range of hazard types, project complexities, and administrative structures.

The effectiveness of Hagerty’s approach is demonstrated by measurable results. To date, Hagerty’s Mitigation Division has completed more than 1,100 sub-application programmatic reviews representing an estimated \$11 billion in total HMA project costs across applicant- and sub-applicant-level clients nationwide. This depth of experience allows Hagerty to deliver high-quality, compliant mitigation projects while supporting States in maximizing HMA funding outcomes.

i. Bidder’s process to review application for eligibility and Completeness to FEMA

Hagerty recognizes that a strong mitigation sub-application is built on a clear and eligible scope of work that defines the project’s level of protection, technical feasibility, and methodology; a detailed and defensible cost estimate that aligns with the proposed scope; and a realistic project schedule that clearly enumerates all required tasks.

During sub-application development and review, Hagerty will provide hands-on technical assistance to sub-applicants to support the development of eligible, feasible, and cost-effective mitigation projects. This includes assisting with the drafting and refinement of scopes of work, preparation of cost estimates and project schedules, development and review of BCAs, and completion of all other required components necessary to produce complete, competitive, and FEMA-compliant sub-applications.

As needed, Hagerty will also perform data collection, Geographic Information System (GIS) mapping, and supporting research to strengthen sub-application documentation and ensure technical accuracy. Hagerty’s mitigation experts will conduct comprehensive reviews of all sub-application components to verify eligibility, feasibility, cost-effectiveness, and alignment with FEMA HMA

requirements, ensuring the State of Nebraska submits high-quality mitigation projects positioned for successful FEMA approval. Table 6 depicts the subapplication components that Hagerty’s mitigation team will review to confirm completeness, eligibility, technical feasibility, and compliance with FEMA HMA requirements.

Table 6: Subapplication Components to be Review by Hagerty

All Project Sub-Applications Elements

- ✓ Background elements, including point of contact, project title and number, and project location.
- ✓ Is the Sub-applicant an eligible subapplicant (state agencies, federally recognized tribes, local governments and special districts, private nonprofits organizations (for HMGP only)?
- ✓ Does the Sub-applicant have a current and approved hazard mitigation plan?

Scope of Work

- ✓ Clearly identifies the hazard(s) problem.
- ✓ The people, structures, and/or infrastructure protected are identified and explained.
- ✓ The level of protection is articulated and well-documented with design plans and feasibility studies.
- ✓ Follows FEMA, state, and local project design and methodology standards.
- ✓ For complex projects, includes coordination with federal partners/agencies, including FEMA, for environmental and scope concerns.
- ✓ Phased projects clearly enumerate the tasks that will occur in Phase I (Design) and Phase II (Construction).
- ✓ Details a clear and feasible implementation plan and identifies resources that will be employed to implement the project.
- ✓ Discusses how the benefiting community was engaged in project selection and design and the level of community buy-in.

Schedule

- ✓ Includes key project milestones that are in accordance with the project type and aligned with the proposed activities in the project scope.
- ✓ Includes as milestones, grant kick-off and state grant agreement execution as well as project/subaward closeout.
- ✓ Includes a Gantt chart, used to map out milestones.
- ✓ Phased projects account for federal and state agency coordination.
- ✓ Phase projects include milestone for the submission of Phase I deliverables to the State and FEMA.
- ✓ Accounts for contractor/vendor procurement.

Cost Estimate

- ✓ Costs are appropriate and allocable to the project and aligned with the scope of work activities.
- ✓ Costs are well-documented by a professional estimate, cost-estimating guide, and subapplicant previous experience.
- ✓ A budget narrative is provided to support and explain the project costs and methodology used to develop those costs.
- ✓ Includes a management cost budget, includes eligible costs, and is well-documented (e.g., staff or contractor position titles, rates, and responsibilities).

Environmental and Historic Preservation

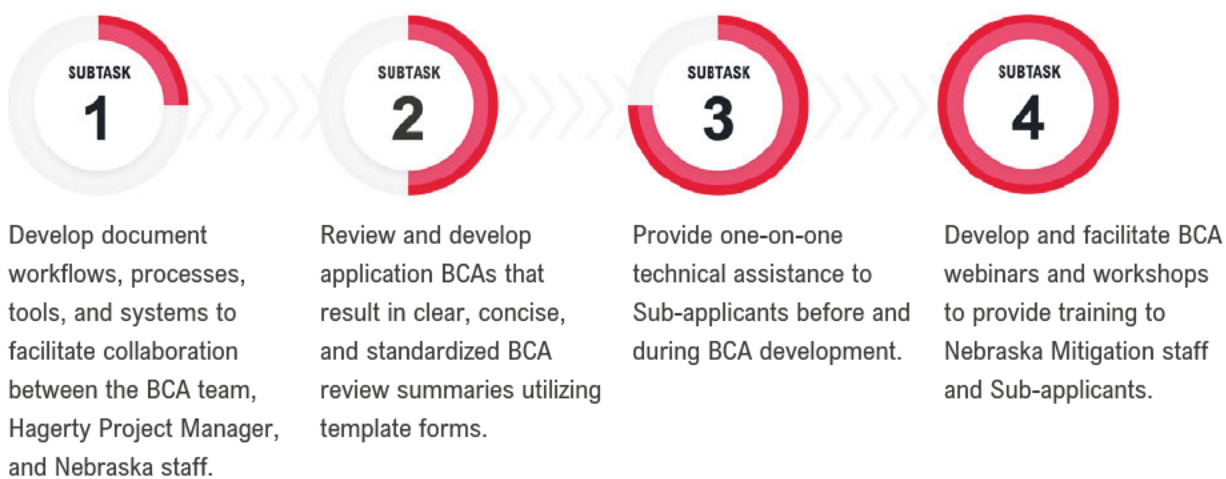
- ✓ Sub-applicant reviews and addresses each of the federal and state laws and executive orders applicable to project and provides adequate and well-documented responses.
- ✓ Sub-applicant documents coordination with federal, state, and local agencies, including the State Historic Preservation Officer, Local Floodplain Administrator, and others.
- ✓ Sub-applicant accounts for project costs in the project cost estimate that may result from compliance with EHP requirements.

For the BCA component of the sub-application, Hagerty's approach emphasizes technical rigor, consistency, and transparency. Hagerty's BCA subject matter experts are well versed in all FEMA-approved BCA methodologies and project types and are actively collaborating with FEMA partners to advance methodologies for emerging and previously underrepresented hazard types, including extreme temperatures and drought.

Hagerty will work directly with sub-applicants through one-on-one coordination to collect, organize, and validate project data; identify the most appropriate BCA methodology; and develop defensible analyses that demonstrate project feasibility and cost-effectiveness. This hands-on approach supports both project-based and capacity-building sub-applications and ensures alignment with FEMA HMA requirements.

Since 2018, Hagerty has conducted more than 500 BCA technical reviews representing approximately \$4.5 billion in total project costs. In addition, Hagerty has developed and delivered over 50 BCA-focused trainings and webinars for sub-applicants and client staff, strengthening local and State capacity while improving the quality and success rate of submitted BCAs. Figure 9 below demonstrates our approach to BCA reviews, BCA technical assistance and capacity building.

Figure 9: BCA Approach



As mentioned above, the Hagerty BCA team has developed review practices for all hazard types as well as standards for shovel-ready projects versus phased projects. Our proposed staff include some of the most skilled BCA experts in the country, all poised to provide top level subject matter expertise to Sub-applicants pursuing mitigation projects. These standards evolve to incorporate state-level needs and policy and methodology changes from FEMA. Table 7 provides an overview of elements which will be examined in each review and specific items associated with different hazard types.

Table 7: BCA Review Summary Template

All BCAs

- ✓ Background elements, including point of contact, project title and number, and project location.
- ✓ Project cost is provided and adequately documented.
- ✓ Project useful life is correct and documented.
- ✓ Maintenance costs are appropriate and documented.
- ✓ Basic methodology is appropriate to project and hazard type.

All Damage Frequency Approach-Based BCAs

- ✓ Event probabilities are correctively derived and adequately explained in the BCA or Technical Report.
- ✓ Pre-mitigation damages by event frequency are correctly derived and adequately explained in the BCA or Technical Report.
- ✓ Post-Mitigation Damages are correctly determined and explained in the BCA or Technical Report.
- ✓ Use of lost function (Utilities, Power, Roads) are correctly derived and adequately documented.
- ✓ Pre-determined benefits are correctly derived and adequately documented (i.e., Ecosystem Service and/or Social Benefits).

Wildfire BCAs

- ✓ BCA reflects the correct project type and project useful life.
- ✓ Project type and project effectiveness accurately reflect the project scope of work.
- ✓ Default burn recurrence interval is maintained, or if changed, adequately documented.
- ✓ Number and value of structures, infrastructure, and timber are correct, mirror the project scope of work, and are adequately documented.

Drought BCAs

- ✓ Is the frequency of drought events explained and adequately documented?
- ✓ Is the water demand under normal, non-drought conditions adequately documented?
- ✓ Are supply yield calculations adequately documented?
- ✓ Is the duration of impact, or number of days the water system affected/experiencing abnormal conditions adequately documented?
- ✓ Are populations impacted by events/benefits from mitigation activities explained and adequately documented?

Generator and Microgrid BCAs

- ✓ Power loss history or projected power losses are adequately explained and documented.
- ✓ Damages related to power losses are explained and adequately documented.
- ✓ Post-Project damage reduction is correctly derived and adequately documented.

Flood Projects – “Full Flood” Approach

- ✓ Flood hazard data (Flood Insurance Studies, Flood Profile Graph, Stream Bottom Elevation) are provided and data entry is correct.
- ✓ Damage functions and site use category are correct and adequately documented.
- ✓ Values of structures and contents are appropriate and adequately documented.
- ✓ All Other technical data points are appropriate and adequately documented.

Hagerty’s approach to programmatic sub-application review is grounded in the same principles that guide our BCA reviews: the process must be **clear, consistent, and transparent** for sub-applicants. Hagerty conducts programmatic reviews to confirm that sub-applications comply with HMGP requirements, demonstrate technical and administrative feasibility, and align with State mitigation priorities.

Each sub-application is evaluated against the core elements of a FEMA-credible and implementable project, including:

- » A **clearly defined scope of work** that establishes the project’s level of protection, methodology, and feasibility;
- » A **detailed and supportable cost estimate** that aligns directly with the approved scope of work; and
- » A **logical and achievable project schedule** that clearly outlines implementation tasks and milestones.

To ensure consistency and equitable treatment across all applications, the Hagerty Mitigation Division utilizes standardized RFI templates for programmatic review. These templates ensure reviewers evaluate the same eligibility, feasibility, and compliance criteria while allowing flexibility for project- and hazard-specific considerations. Consistent with our BCA review approach, Hagerty prioritizes issuing a **single, comprehensive RFI** based on a thorough initial review, reducing delays and minimizing administrative burden for both the State and sub-applicants.

Hagerty also applies a structured review protocol that leverages subject-matter expertise across hazard and project types. Reviewers are assigned based on experience with the proposed mitigation activity to ensure informed and efficient evaluations. Under this protocol:

- » A **primary reviewer** conducts a comprehensive review of all sub-application components, including scope, schedule, cost estimate, EHP documentation, feasibility analyses, and site information (as applicable);
- » The primary reviewer **coordinates with the BCA reviewer** to ensure consistency between programmatic and cost-effectiveness reviews; and
- » A **secondary reviewer** performs quality control to confirm completeness, accuracy, and clarity prior to State submission.

Figure 10 depicts a streamlined, quality-controlled approach results in FEMA-credible sub-applications that are positioned for timely approval, implementation, and successful project outcomes.

Figure 10: Programmatic Review Summary Workflow



The programmatic review is similar to the BCA review in that the review and subsequent RFI account for the specific project type and hazards addressed. Hagerty anticipates working with Nebraska to customize materials developed by hazard, project type, and whether a project is shovel-ready or phased.

Hagerty's experience reviewing sub-applications and FEMA BCA at both the subapplicant and State levels provides a comprehensive understanding of what is required to produce mitigation projects that are eligible, technically feasible, and cost-effective. By integrating programmatic and BCA review expertise, Hagerty ensures that sub-applications are internally consistent, well-documented, and aligned with State priorities and FEMA requirements. This integrated approach results in high-quality, FEMA-ready subapplications that move efficiently through review, support timely approvals, and position projects for successful implementation.

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

Following FEMA obligation, Hagerty provides comprehensive post-award support to the State and its subrecipient(s) through a structured and proactive review process focused on maintaining eligibility, compliance, and financial integrity throughout project implementation. Hagerty works closely with State program staff and sub-recipients early in the post-award phase to:

- » Establish clear post-award roles, responsibilities, and expectations;
- » Review approved scopes of work, budgets, and conditions of award; and
- » Ensure all parties understand HMGP, State, and federal grant management requirements.

Throughout project execution, Hagerty conducts ongoing monitoring of expenditures, procurement documentation, and project milestones to confirm that costs are allowable, allocable, reasonable, and fully supported by appropriate documentation. This support includes:

- » Reviewing reimbursement requests prior to submission;
- » Identifying and resolving potential eligibility or compliance issues; and
- » Coordinating with the State to address scope, budget, or schedule modifications, as needed.

By providing continuous technical assistance and early issue identification, Hagerty helps prevent delays in reimbursement, reduces the risk of deobligation or adverse audit findings, and supports consistent compliance with HMGP requirements.

As projects approach completion, Hagerty supports the State and sub-recipient(s) through the closeout process by:

- » Confirming all approved activities have been completed in accordance with the approved scope;

- » Reconciling project costs and ensuring all expenditures are fully documented; and
- » Finalizing required reporting, certifications, and closeout documentation.

This structured, hands-on approach ensures projects progress efficiently from obligation through closeout while protecting federal funds and supporting successful, timely project completion.

Hagerty will coordinate with the State and subrecipient(s) to review award conditions, the approved scope of work, budget, and any special conditions. Throughout project implementation, Hagerty will review reimbursement requests and supporting documentation to confirm that incurred costs align with the approved scope, period of performance, and applicable cost principles under 2 CFR Part 200, including compliance with federal, State, and local procurement standards. Project progress will be monitored against approved schedules and milestones to identify and address potential issues early.

To support accurate reimbursement and closeout, Hagerty will:

- » Review reimbursement requests and supporting documentation to verify cost eligibility and completeness
- » Identify and communicate any ineligible or unsupported costs, along with recommended corrective actions
- » Assist subrecipient(s) in resolving documentation or compliance issues prior to submission to FEMA

At project completion, Hagerty will work with the State to support an orderly closeout process by confirming that all work has been completed in accordance with the approved scope of work and that all costs have been fully reconciled. Hagerty will assist with the preparation and review of required closeout documentation and support the State in responding to FEMA closeout requests or follow-up questions, as needed.

This approach ensures financial accountability, program compliance, and timely project closeout while minimizing administrative burden on both the State and subrecipient(s).

Our grant management team supports projects from award notification through closeout, beginning with award notification and a project kickoff meeting. We ensure procurement and contracting documentation complies with local, state, and federal requirements and monitor project progress through Quarterly Progress Reports, milestone tracking, and reimbursement requests. Our team provides technical assistance for budget, scope, and schedule modifications as needed and leads the project closeout process. We will utilize Nebraska’s system to track, monitor, and manage grant activities throughout the full grant lifecycle.

Table 8 summarizes how Hagerty will use Nebraska’s system to support tracking, monitoring, and management activities at each phase of the grant lifecycle.

Table 8: Hagerty’s Approach to Tracking, Monitoring, and Management

Award Notification / Kick Off Meeting	Our initial contact stems from a FEMA award notification and coordinated kick off meeting. Meeting objectives include project discussion (SOW, budget, schedule), identifying federal and state regulations, guidelines and policy for funding, overview of fiscal requirements, procurement guidance, technical assistance, outlining reporting and reimbursement requirements as well as revision requests and closeout.
Quarterly Progress Reports (QPR) and Reimbursement Requests (RR)	This includes proactive outreach to subrecipients to submit timely QPRs and RRs. QPRs and RR must be signed by an Authorized Agent and representative of all approved scope of work and budget. Hagerty will assist Nebraska in a live tracking report by program to streamline this process. Hagerty tracks expenditures both by project and subrecipient management costs by budget line item as each invoice is received, validating the project is within

	budget and within the scope. We have capable staff ready to review and provide reconciliation of projects and supporting documentation at intake of each invoice.
Project Monitoring	Project monitoring may vary depending on the subrecipient and risk assessment. The goal is to ensure the subaward is used for the authorized purpose and the performance goals are achieved. We track progress in meeting subaward milestones, compliance with procedures, laws and regulations and that financial practices comply with state policies, guidelines and reporting requirements. Sites visits may be required.
Project Modifications	While reviewing QPRs and RRs, a budget or scope modification may be required as well as a time extension. Hagerty assists in validating and reconciling costs as well as designing the justification on behalf of the subrecipient whether that be budget, scope or schedule driven.
Project Closeout	Typically, we recommend a three-month prior to closeout documentation request that allows Nebraska to complete their closeout requirements. Hagerty will coordinate with Nebraska on their specific closeout requirements that could include a final budget summary, photographs, final RFR and/or resolution of adoption for plans.

Hagerty can offer Nebraska a scalable model that can easily and effectively tailor the level of support services to meet the needs of Nebraska’s communities. Hagerty’s hallmark is ensuring that through subapplication development (pre-award) and grants management (post-award) projects are pursued within this strategic framework.

GRANT CLOSEOUT

Hagerty streamlines grant closeout by aligning grant formulation and administration with the State’s internal financial management systems and applying consistent documentation standards throughout the grant lifecycle. This approach reduces delays, minimizes findings, and supports timely FEMA closeouts. Over the past four years, Hagerty’s grants specialists have successfully supported more than **198 project closeouts**, bringing deep institutional knowledge and proven processes to each engagement.

Hagerty’s grant closeout support includes:

- » Verifying that all eligible damages and costs are fully accounted for, with no unresolved cost overruns or underruns
- » Preparing project completion reports and Attestations of DOB, and initiating formal closeout actions
- » Participating in or facilitating final site inspections, as required
- » Reviewing Financial Summary Reports and FEMA closeout requests to ensure findings and recommendations align with the State’s understanding
- » Evaluating FEMA closeout determinations to assess the need for and viability of appeals

Hagerty’s team brings over **300 years of combined experience** across the full disaster recovery lifecycle—from declaration and grant formulation through final project closeout—ensuring compliant, defensible, and efficient outcomes for the State and its subrecipients. As a part of our expertise in HMA grant management, Hagerty has extensive experience in developing, submitting, and reviewing QPR to meet FEMA reporting requirements at both the State and local levels. We have built our processes for validating the reports for completeness and accuracy to ensure that it has the valuable information FEMA needs by **completing and submitting hundreds of QPRs for large states and projects**, including in California, Texas, Florida, and New York. Additionally, **Hagerty has trained Cal OES Grants Division staff on Hagerty best practices to review subapplicant QPRs** to proactively identify issues where appropriate and work with the subapplicant to mitigate potential time extension, SOW change, and budget modification requests.

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)

Hagerty works closely with sub-recipients to ensure local mitigation needs are translated into eligible, feasible, and cost-effective projects that align with State priorities and FEMA requirements. Our approach emphasizes early engagement, clear communication, and hands-on technical assistance throughout sub-application development and review, as well as during project implementation and ongoing grant management.

Hagerty supports sub-recipients through a combination of structured coordination and flexible engagement tools, including:

- » **Project scoping and kickoff meetings** to define mitigation objectives, eligibility considerations, and next steps;
- » **Regularly scheduled open office hour sessions** to provide accessible, real-time technical guidance;
- » **One-on-one technical assistance meetings** tailored to project complexity and sub-recipient capacity; and
- » **Webinars and group trainings** focused on HMA program requirements and best practices.

Throughout sub-application development, Hagerty provides clear, consolidated technical feedback to strengthen applications, minimize RFIs, and ensure consistency between programmatic and BCA components. Our team works directly with sub-recipients while coordinating closely with State mitigation staff to ensure projects remain aligned with funding priorities and FEMA requirements. This process supports development of sub-applications that are internally consistent, well-documented, and ready for efficient State and FEMA review.

In order to hold sub-recipients accountable to established deadlines, Hagerty will develop and manage project-specific schedules with clearly defined milestones and submission dates. Progress is tracked using standardized tracking tools and status reports, and upcoming deadlines and outstanding action items are reinforced through routine reminders and status meetings. When delays or risks are identified, our programmatic experts can work proactively with the sub-recipient to identify barriers and implement corrective actions.

Hagerty can also provide custom tools and tracking mechanisms to monitor each grant from sub-application development through implementation and throughout project closeout.

SUBAPPLICANT RELEVANT EXPERIENCE

Lee County, Florida

Following Hurricane Ian, Hagerty supported Lee County in evaluating and developing mitigation projects under the HMGP funding allocation. Hagerty worked directly with County leadership and departmental staff to identify high-priority mitigation needs and translate them into FEMA-eligible projects. Support included:

- » Collaborative scoping and prioritization of mitigation projects;
- » Development and refinement of scopes of work and cost estimates; and
- » Programmatic and BCA technical assistance to support submission.

Using this approach, Hagerty developed and submitted nearly **\$400 million in HMGP subapplications** to FDEM, positioning the County's projects for FEMA review and long-term resiliency outcomes.

New York City, New York

Hagerty has supported New York City's HMA programs for more than a decade, working directly with City agencies as sub-recipients under HMGP, BRIC, and FMA. To support agencies with varying levels of experience, Hagerty provided:

- » One-on-one technical assistance for complex infrastructure projects;
- » Web-based and in-person training sessions on HMA requirements and BCA development; and
- » Accelerated sub-application development support to meet compressed funding timelines.

Through this engagement, Hagerty has helped NYC secure nearly \$2 billion in mitigation funding, including development of more than 42 sub-applications totaling over \$860 million in recent years.

In addition, Hagerty worked with the City of NYC to develop the Grant Management Dashboard, to monitor the management of every NYC Hazard Mitigation project from selection through closeout. Hagerty developed the Grant Management Dashboard in response to a need identified as the HMA grants proposal continued to grow within New York City Emergency Management (NYCEM) as a centralized place to consolidate and provide analysis of critical information about their grants with their leadership, stakeholders, and agencies. Hagerty worked with NYCEM to develop the Airtable Technology Solution and dashboard that would serve as a repository for information about all their HMA grants and would track grant management functions, built SOPs for all users, and provided training to ensure NYCEM staff were knowledgeable on how to utilize the dashboard. Hagerty and NYCEM use this tool collaboratively to perform grant management activities, keep project status current, and pull information regarding grants across the agencies for stakeholders and leaders to enable more effective advocacy for mitigation grants and funding.

Through these and similar engagements nationwide, Hagerty has demonstrated a proven ability to support sub-recipients of varying size, capacity, and technical sophistication. By combining structured review processes with accessible technical assistance, Hagerty ensures sub-recipient needs are met while delivering FEMA-ready sub-applications that are eligible, feasible, and cost-effective.

RELEVANT HMA TRAININGS AND WEBINARS

Hagerty offers a suite of training solutions as a tool to support both the State personnel, subrecipient staff, and stakeholders.

For Cal OES, our support included the **development and delivery of a 14-module training curriculum, accompanied by a Hagerty-developed Support Manual and 10 job aids/SOPs, and mentorship of new staff throughout technical assistance implementation.** As a result, Cal OES staff were prepared to lead development of the Notice of Funding Opportunity, project scoping calls, subapplication development/review, and ultimate submission of 12 subapplications (representing approximately \$16.8 million) to FEMA in the recent FM-5502 funding opportunity.

This includes virtual, recorded, and in-person workshops covering the full scope of FEMA HMA processes, as well as specialized sessions on documentation standards, procurement requirements, and subapplication formulation strategies, as well as implementation. All training can be tailored to meet the State's priorities and delivered in formats that reflect operational realities and varying capacity levels across Nebraska.

Training may be delivered virtually, in recorded formats, or in person and covers the full lifecycle of FEMA HMA programs. Specialized sessions address documentation standards, federal procurement requirements, sub-application formulation strategies, and post-award implementation and compliance.

All trainings are tailored to align with the State’s priorities and are delivered in formats that reflect operational realities and varying capacity levels across Nebraska. Table 9 below provides examples of HMA trainings we can offer Nebraska

Table 9: HMA trainings Available to Nebraska Staff

HMA Procurement	HMA Scope of Work 101	HMA Cost Estimate and Cost Estimate Narrative Deep Dive	Changes to HMA
Cost Effectiveness Training 101	Demystifying EHP in HMA	Grant Life Cycle Training	HMA Subapplication Components
HMA Inland Flooding	HMA Subapplication Lessons Learned and Best Practices	HMA Flood BCA 101 training	HMA Timeline and Schedule Training

Through this integrated approach, which combines early engagement, consistent communication, targeted technical assistance, and scalable training, Hagerty builds sub-recipient capacity while advancing high-quality mitigation outcomes. Our team’s ability to translate local priorities into FEMA-ready, eligible, feasible, and cost-effective sub-applications ensures efficient State and FEMA review, reduces administrative burden, and accelerates funding decisions. By pairing proven programmatic rigor with practical, hands-on support, Hagerty helps States and sub-recipients strengthen mitigation pipelines, maximize available HMA funding, and deliver resilient projects that achieve measurable, long-term risk reduction.

PROPOSED STAFF FOR HMGP

Senior Advisor for Hazard Mitigation Assistance, Amelia Muccio brings more than 18 years of experience leading complex national and international mitigation, preparedness, response, and recovery initiatives. She has served as both a project leader and subject matter expert for large-scale hazard mitigation and grant-funded programs across multiple funding streams. For more than six years, she has led a multidisciplinary team of over 20 staff and subcontractors supporting Cal OES’ Hazard Mitigation Assistance Branch spanning an end-to-end grant and program management, technical compliance across all areas of HMA programs and direct engagement with state leadership and local jurisdictions to advance implementation-ready pipeline mitigation projects. She serves as Hagerty’s Director of Mitigation, where she supervises multidisciplinary staff delivering work across more than 30 active projects throughout the practice, ensuring consistent quality, alignment with client objectives, and timely execution of complex mitigation initiatives.

Hazard Mitigation Assistance Program BCA Specialist, Jason Ressler, a licensed Professional Engineer with more than 12 years of experience in emergency management, brings a rare combination of technical expertise and innovative problem-solving, with the capability to design and implement complex solutions across a wide range of project types. He excels in project ideation, storing knowledge that enables him to deconstruct complex ideas, not only to fill the data gaps for subapplicants but also to pave the way for credible, cost effective and feasible mitigation projects. Notably he has developed and supported over \$2 billion in HMA grant subapplications and served on the National Technical Review team for FEMA Regions II, III, IV, IX and Headquarters as a technical reviewer of BCA and technical feasibility for mitigation projects. Mr. Ressler has taken a leadership role in delivering funding and planning for present and future resilience projects regarding stormwater management, water treatment, and hydrologic modeling for infrastructure.

Hazard Mitigation Assistance Program Liaison, Mikaela Shannon brings more than five years of experience supporting HMA programs at the local level (subapplicants in Florida, Alabama, Maryland, Nebraska, and Texas) and state level (California and Montana). With a technical background in engineering and expertise in BCAs, she guides subapplicants and subrecipients in

securing and successfully completing mitigation projects. She has supported the development of approximately \$650 million in HMA projects and \$200 million in CDBG projects across FEMA Regions III, IV, VI, and VIII at the local level, and contributed to more than \$2 billion in HMA subapplications at the state level. Ms. Shannon also leverages ArcGIS spatial analysis and geoprocessing tools to support subapplications and BCAs, creating compelling visuals that strengthen competitiveness and meet program requirements.

Hazard Mitigation Assistance Technical Liaison, Rex Cazaubon has nine years of experience working in emergency management, mostly with the FEMA Technical Review teams in HMA programs and post disaster recovery operations streamlining workflows, processes and serving as a critical member leveraging his programmatic and BCA technical skills to develop technically sound, cost-effective and compliant mitigation projects. He served as the Mitigation Lead for Hurricane Irma and Maria overseeing over \$300 million electrical undergrounding and hardening projects, overseeing cost amendments and BCA updates to ensure ongoing compliance with FEMA standards.

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	\$190.00	\$190.00
2.	Senior Advisor for Public Assistance	\$225.00	\$225.00
3.	Public Assistance Program Liaison	\$170.00	\$170.00
4.	Public Assistance Technical Assistance Liaison	\$220.00	\$220.00
5.	Appeals Specialist	\$200.00	\$200.00
6.	Senior Debris Specialist	\$220.00	\$220.00
7.	Senior Advisor for Hazard Mitigation Assistance	\$225.00	\$225.00
8.	Hazard Mitigation Assistance Program Liaison	\$170.00	\$170.00
9.	Hazard Mitigation Assistance Benefit-Cost Analysis Specialist	\$225.00	\$225.00
10.	Hazard Mitigation Assistance Technical Liaison	\$220.00	\$220.00
11.	Lead Individual Assistance Specialist	\$190.00	\$190.00
12.	Individual Assistance Specialist	\$145.00	\$145.00
13.	Closeout Specialist	\$170.00	\$170.00
14.	Disaster Recovery Specialist	\$145.00	\$145.00
15.	Accounting Analyst	\$120.00	\$120.00
Additional Personnel Roles/Titles (Add Rows as Necessary)		Standard Hourly Not-to-Exceed Rate	Overtime Hourly Not-to-Exceed Rate
	Recovery/Mitigation Consultant I	\$120.00	\$120.00
	Recovery/Mitigation Consultant II	\$155.00	\$155.00
	Recovery/Mitigation Consultant III	\$175.00	\$175.00
	Recovery/Mitigation Consultant IV	\$195.00	\$195.00



*Helping clients prepare for, respond to,
and recover from disasters.*

