

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.

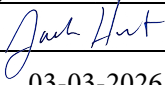
Per Nebraska’s Transparency in Government Procurement Act, Neb. Rev Stat § 73603, DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Vendors. This information is for statistical purposes only and will not be considered for contract award purposes.

_____ NEBRASKA VENDOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Vendor. “NebraskaVendor ” 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

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| COMPANY: | Hunt, Guillot & Associates, LLC |
| ADDRESS: | 9357 Interline Avenue, Baton Rouge, LA 70809 |
| PHONE: | 225-927-6825 |
| EMAIL: | jhunt@hga-llc.com |
| BIDDER NAME & TITLE: | Jack Hunt, Principal |
| SIGNATURE: |  |
| DATE: | 03-03-2026 |

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

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| NAME: | |
| TITLE: | |
| PHONE: | |
| EMAIL: | |

**Attachment A
Bidder Questionnaire
RFP 124469 O5**

Bidder Name: Hunt, Guillot & Associates, LLC

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

| CORPORATE OVERVIEW | |
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| 1.1 | <p>BIDDER IDENTIFICATION AND INFORMATION</p> <p>The bidder should provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business and whether the name and form of organization has changed since first organized.</p> |
| <p>Response:</p> <p>Full Company Name: Hunt, Guillot & Associates, LLC State of Incorporation: Louisiana Headquarters: 603 E. Reynolds Drive; Ruston, LA 71270 Year Organized to do Business: 1997 Entity Organization: Limited Liability Company (privately held) Organizational Changes: Not changed since first organized.</p> | |
| 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> |
| <p>Response:</p> <p>HGA is a financially strong and stable firm. Our company maintains the necessary financial resources to perform on large-scale government contracts, including a line of credit with Origin Bank, minimal debt obligations, and access to subcontractor resources if needed. HGA's diversified business lines further contribute to its financial stability, as they provide multiple income streams that protect the company from fluctuations in any one market area.</p> <p>As a privately held firm, HGA does not have audited financial statements, and our financial information is confidential. We have provided accountant-prepared financial statements for 2022 to 2024, along with a bank letter of reference, in a separate file. Both of these documents attest to HGA's financial stability. We have also provided a letter to support the confidential nature of these documents.</p> <p>HGA certifies that there are no judgments, pending or anticipated litigation, or other real or potential financial reversals known to exist that would materially affect the viability, financial stability, or ability of the organization to perform the requirements of this solicitation and any resulting contract with the State of Nebraska.</p> | |
| 1.3 | <p>CHANGE OF OWNERSHIP</p> <p>If any change in ownership or control of the company is anticipated during the twelve (12) months following the solicitation response due date, the bidder should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded bidder(s) will require notification to the State.</p> |
| <p>Response:</p> <p>HGA has operated under the same private ownership structure since its founding, with no planned changes. The company's principal owners are Trott Hunt, Jay Guillot, Trotter Hunt, and Jack Hunt.</p> | |

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| 1.4 | <p>OFFICE LOCATION</p> <p>The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska should be identified.</p> |
| <p>Response:</p> <p>HGA would provide services to the State of Nebraska out of its office in Baton Rouge, Louisiana. We are equipped to perform work remotely and in person, as needed.</p> | |
| 1.5 | <p>RELATIONSHIPS WITH THE STATE</p> <p>The bidder should describe any dealings with the State over the previous ten (10) years. If the organization, its predecessor, or any Party named in the bidder's solicitation response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.</p> |
| <p>Response:</p> <p>HGA has not had any dealings with and has not contracted with the State over the previous ten (10) years. Our company does, however, have work experience in the State of Nebraska.</p> <p>Clean Harbors Hazardous Waste Incineration Facility, Kimball, Nebraska January 2023–January 2025</p> <p>HGA was engaged early in this \$180 million Design-Build project to provide detailed engineering for the incineration facility and to assist with project and construction management. We addressed the many modifications that Clean Harbors' standard facility designs needed due to the region's harsh winter weather. During the course of the project, Clean Harbors also required substantial assistance with all phases of procurement, including bidding, purchase order issuance and tracking, expediting, invoice approvals, cashflow projects, and material tracking and receipt. HGA provided multiple services that helped to ensure a successful, on-time project: stakeholder support by creating a 3D model of the entire site that incorporated vendor equipment models and engineering designs, QA using laser-scanning technology; and a custom web-based equipment and material receiving system.</p> | |
| 1.6 | <p>BIDDER'S EMPLOYEE RELATIONS TO STATE</p> <p>If any Party named in the bidder's solicitation response is or was an employee of the State within the past twelve (12) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.</p> <p>If any employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor to the bidder, as of the due date for solicitation response submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this solicitation. If no such relationship exists, so declare.</p> |
| <p>Response:</p> <p>Neither HGA nor its subcontractor, or any staff thereof, has been an employee of the State of Nebraska within the past 12 months. No employee of the State of Nebraska is employed by HGA or its subcontractor; therefore, no relationship exists that could be considered a conflict of interest.</p> | |
| 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> |

Response:

HGA has not experienced any contract terminations for default in the last decade.

HGA's Government Services Division has not had any contract terminated for convenience, non-performance, non-allocation of funds, or any other reason.

SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

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

The bidder should address the following:

1.8

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

Response:

Project Summary Matrix

| Name of Awardee with Contact Information | Project | Type | Program Size | Period of Performance |
|--|---|---------------------------------------|---|-----------------------|
| St. Bernard Parish | Program Management for FEMA HMA Infrastructure and Housing – Work includes structure acquisition, pump station upgrades/retrofits; drainage improvements, information services. | FEMA HMGP | \$98.3 million | 2013–present |
| Cameron Parish | FEMA HMGP Structural Elevation/ Reconstruction – Elevation or reconstruction of 31 residential structures, 1 pump station, and 1 commercial elevation. | FEMA HMGP | \$12.2 million | 2021–present |
| East Baton Rouge City-Parish Mayor's Office of Homeland Security and Emergency Preparedness (MOHSEP) | Managing the local Louisiana Watershed Initiative, the City-Parish's Hazard Mitigation Grant Program (HMGP), Flood Mitigation Assistance (FMA), Swift Current Initiative, Stormwater Management Plan. | FEMA HMGP, FEMA FMA, CDBG-DR CDBG-MIT | \$190.7 million FEMA HMGP & FMA \$128.6 million; CDBG-DR/CDBG-MIT | December 2020–present |
| Iberia Parish Government | FEMA HMA and PA Technical Assistance – Providing technical assistance related to damages from Hurricane Ida. | HMA (HMGP, FMA); PA | \$12.6 million total | January 2023–present |
| Lincoln Parish and the City of Ruston | Critical Facilities Wind Retrofit – Application development; infrastructure hardening; developing mitigation strategies; public outreach; coordinating with owners and partners. | FEMA HMGP | \$3.2 million | 2020–present |

| Name of Awardee with Contact Information | Project | Type | Program Size | Period of Performance |
|--|---|-----------------------------|--|---------------------------------|
| Ouachita Parish, LA | Project management for FEMA PA and HMA Infrastructure and Housing following 2016 Great Floods. | FEMA HMA, FEMA PA CDBG-DR | \$34.1 million FEMA HMGP & PA; \$2.9 million CDBG-DR | February 2018 – present |
| Plaquemines Parish, LA | Program Management for FEMA HMA with HUD CDBG-DR Match Infrastructure and Housing – Drainage and road improvements; residential reconstructions and elevations. | FEMA HMA with CDBG-DR Match | \$69.7 million FEMA HMA; \$4.9 million HUD CDBG-DR Match | November 2012–June 2025 |
| St. Landry Parish, LA | Project Management, Grant Management and Administrative Services for FEMA, HUD, and other Federal Grant Programs | FEMA HMGP | \$1.7 million | 2021–present |
| Tangipahoa Parish, LA | 2016 Great Floods FEMA HMA Infrastructure Program Management – Project management, administrative, and consulting services for infrastructure and housing projects. | FEMA HMA | \$5.4 million | September 2018 – September 2025 |
| City of Fort Myers, FL | HMGP Augmentation and Support – Supporting grant application development and management of awarded projects and milestone requirements for the State/FEMA. | FEMA HMGP, FMA, BRIC | \$67.3 million | December 2024 – present |
| City of Gretna, LA | FY19 FMA – 25th Street Canal Improvements – Infrastructure hardening, conducting public outreach, coordinating with owners and partners. | FEMA FMA | \$14.8 million | August 2020–present |
| Lafayette Consolidated Government, LA | Acquisition/Elevation of 13 Structures – Application-development, elevation, acquisition, developing mitigation strategies, conducting public outreach. | FEMA HMA, FEMA FMA | \$17.2 million | May 2014–December 2024 |
| City of West Monroe, LA | Program Management for HMGP Housing Acquisitions and Infrastructure – Acquisition of 24 structures and canal improvements. | FEMA HMGP | \$9.2 million | January 2018–April 2025 |
| Southeast Louisiana Flood Protection Authority – East (SELA FPA-E) | FEMA Building Resilient Infrastructure and Communities (BRIC) Hazard Mitigation Assistance (HMA) services. | FEMA HMA / BRIC | \$2.6 million | October 2020–present |
| Calcasieu Parish, LA | FEMA PA Waterway Debris Removal Support for Hurricane Laura – Provided damage assessments and environmental permitting, developed Project Worksheets; provided grant application assistance. | FEMA PA | \$200 million | November 2020–April 2025 |
| Cameron Parish, LA | Project Management for Infrastructure Program Management and Closeout (Hurricanes Laura and Delta) – Mitigation, reconstruction, demolition, PPDR, Emergency Protective Measures (EPM). | FEMA PA | \$65 million | 2020–present |
| East Feliciana Parish, LA | Project Management for PA- and HMA-Funded Infrastructure Projects (following floods of 2016 and COVID-19 pandemic). | FEMA PA FEMA HMA CDBG-DR | \$17 million FEMA PA & HMA \$533,334 CDBG-DR | 2016 – present |
| Lafourche Parish, LA | Project Management for FEMA PA Infrastructure Projects (Hurricane Ida). Grant management; reimbursement support; technical assistance for procurement of contractors for permanent repairs; inspections; title reviews. | FEMA PA | \$250 million | 2021–present |

| Name of Awardee with Contact Information | Project | Type | Program Size | Period of Performance |
|---|---|------------------------------|-----------------|--------------------------|
| Lafourche Parish Sheriff's Office, LA | Management of Insurance, FEMA Community Disaster Loan (CDL), and FEMA PA Funds (received for recovery from Hurricane Ida). | FEMA PA, FEMA CDL, Insurance | \$10 million | 2021-present |
| Lincoln Parish and the City of Ruston, LA | Preliminary Damage Assessments for April 2019 Tornado | FEMA PA | \$12 million | 2019 |
| Mitchell County, NC | Disaster Recovery Management Services (following Hurricane Helene) – Grant administrative, oversight, project development, reimbursement, and closeout activities. | FEMA PA, FEMA HMA, CDBG-DR | \$25 million | January 2025-present |
| Ouachita Parish, LA | Program Management for FEMA PA Infrastructure – Includes 8 projects involving debris removal, monitoring, EPM, permanent repair/replacement, temp facility, road/bridges, and water control facilities. | FEMA PA | \$9.2 million | 2018-present |
| Pottawatomie County, OK | Administrative Services for FEMA PA Grant Program - Emergency services pre-position to provide grant management for FEMA PA programs and projects. | FEMA PA | TBD | 2024-present |
| Rapides Parish, LA | FEMA PA Infrastructure Projects for Hurricanes Laura and Delta – Providing support for 45 infrastructure projects. | FEMA PA | \$9.5 million | 2020-present |
| Tangipahoa Parish School System, LA | Hurricane Ida Program Management Assistance for All FEMA PA Programs – Providing all administrative, oversight, project development, reimbursement, and closeout. | FEMA PA | \$60 million | September 2024 – present |
| Terrebonne General Health System, LA | Grant Management Services for Hurricane Ida and Future Disasters – Program and grant management for disaster recovery efforts and mitigation projects. | FEMA PA, HMA | \$52 million | March 2025 – present |
| Terrebonne Parish, LA | Hurricane Ida FEMA PA Substantial Damage Determination Services – Damage assessment for over 35,000 structures. | FEMA PA | \$270,000 | 2022-present |
| City of Lake Charles, LA | Public Assistance Grant Management and Damage Assessments (following Hurricanes Laura and Delta and the May 2021 floods). | FEMA PA | \$269.9 million | 2020-present |
| City of Monroe, LA | Support for Hurricane Laura – Work includes Preliminary Damage Assessments; debris removal/ monitoring, permanent repair/ replacement, road and bridges, and infrastructure projects. | FEMA PA | \$3.8 million | 2020-present |
| City of Muskogee, OK | City of Muskogee, 2019 Flood-PA-DR-4438 – Grant administration of FEMA PA funds allocated for recovery services due to the Oklahoma Flooding in 2019. | FEMA PA | \$2.5 million | 2022-present |
| Town of Burnsville, NC | FEMA PA Grant Management Consulting Services – Providing Grant and financial management, ensuring compliance with FEMA and North Carolina Emergency Management (NCEM) requirements. | FEMA PA | \$50 million | June 2025-present |
| Town of Erwin, TN | Providing comprehensive support to the Town of Erwin, Tennessee, facilitating disaster recovery efforts following Hurricane Helene. | FEMA PA | \$41 million | Nov. 2024-present |

| Name of Awardee with Contact Information | Project | Type | Program Size | Period of Performance |
|--|--|---------------------------|---|-----------------------|
| Town of Spruce Pine, NC | Disaster Recovery Program Management (Hurricane Helene) – Administrative services, project management, compliance, reimbursement, grant development, closeout, audit support. | FEMA PA | \$100 million | May 2025–present |
| Louisiana Office of Community Development (OCD) | FEMA PA-Funded Disaster Base Camps for Hurricane Ida – Supported base camps for first responders and survivors: emergency response, camp management, safety inspections, site security, resident tracking staffing, reporting, and communications. | FEMA PA | \$2.1 million | 2021–2022 |
| Tensas Basin Levee District, LA | 2016 Great Floods FEMA PA and HMA with CDBG-DR Match Infrastructure Program Management. | FEMA PA, FEMA HMA CDBG-DR | \$4.9 million FEMA PA & HMA \$397,921 CDBG-DR | 2018–present |
| New York State Office of Resilient Homes and Communities–formerly Governor’s Office of Storm Recovery (GOSR) | Program Management for Hurricane Sandy – Category A through G FEMA PA projects; ensured eligibility and compliance to provide CDBG-DR as funds for the non-federal match. | FEMA PA, CDBG-DR | \$795 million FEMA PA; \$100 million CDBG-DR | 2015 – 2017 |

Bidder’s Experience–Project Narratives

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| <p>Louisiana Department of Transportation & Development (DOTD)</p> <p>Kim Darby, Disaster Cost Recovery/Mitigation Funds Manager (225) 379-1792 ▪ Email: Kimberly.Darby@la.gov</p> <p>Role: Prime Vendor Time Period: October 2025–present</p> <p>Original Completion Date: February 2025 Actual/Currently Planned Completion Date: February 2028</p> <p>Original Budget: \$113 million Actual/Currently Planned Budget: \$600 million</p> | <p>HGA was enlisted by DOTD to assist in obtaining reimbursement for costs incurred for disaster recovery projects related to Hurricanes Laura and Ida. Our expert staff has been ensuring that DOTD’s projects comply with all federal regulations, maximize funding opportunities, and meet the rigorous demands of FEMA PA grant administration. In addition to this work, HGA also helped DOTD in its efforts to obtain reimbursement for \$126 million in other eligible costs, facilitating a meeting with GOHSEP senior management that resulted in reimbursement of \$123 million within just four weeks. This demonstrates HGA’s ability to leverage relationships and expertise to resolve complex funding issues efficiently.</p> <p>The reimbursement scope of work includes review of Force Account Labor and Force Account Equipment documentation; reimbursement/cost reconciliation; preparation of version requests; and entry of version requests in FEMA Grants Portal database.</p> |
| <p>Louisiana Governor’s Office of Homeland Security and Emergency Preparedness (GOHSEP)</p> <p>Sandra Dugas Gaspard, Assistant Director, Hazard Mitigation Assistance (985) 969-0410 ▪ Email: Sandra.dugas@la.gov</p> <p>Role: Prime Vendor (4 yrs., 5 mos.) Time Period: August 2021–present</p> <p>Original Completion Date: January 2030 Actual/Currently Planned Completion Date: January 2030</p> <p>Original Budget: \$500 million Actual/Currently Planned Budget: \$1.2 billion</p> | <p>In 2021, the Governor’s Office of Homeland Security and Emergency Preparedness (GOHSEP) selected HGA for their FEMA Program Management Assistance for Stafford Act (HMGP for Subrecipients) Program. Under this contract, HGA is providing statewide HMGP technical assistance on behalf of GOHSEP to eligible subrecipients affected by disasters, including Hurricanes Laura, Delta, Zeta, and Ida, and the Winter Storm and May Flood of 2021.</p> <p>We are helping subrecipients identify mitigation priorities; developing programmatic/policy guidance; performing benefit-cost analyses; developing programmatic/policy guidance; and performing grant management, reimbursement, and closeout activities for current and potentially future programs. Project types we are supporting include saferooms, water storage, drainage, elevations, acquisitions, reconstructions, and flood protection measures.</p> |

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| <p>North Carolina Department of Public Safety – Emergency Management</p> <p>Jason Pleasant, Hazard Mitigation Development Supervisor (919) 670-8854 ▪ Email: jason.pleasant@ncdps.gov</p> <p>Role: Prime Vendor Time Period: April 2025–present (10 mos.)</p> <p>Original Completion Date: January 2032 Actual/Currently Planned Completion Date: January 2032</p> <p>Original Budget: \$2 billion Actual/Currently Planned Budget: \$2 billion</p> | <p>HGA is managing the \$2 billion Hurricane Helene FEMA Hazard Mitigation (HM) Program for housing and infrastructure recovery in North Carolina. As part of this effort, HGA is overseeing multiple aspects of mitigation project development across the state in coordination with NCEM, including those associated with Disaster DR-4827-NC, Tropical Storm Helene.</p> <p>HGA’s scope of work includes supporting NCEM’s hazard mitigation goals by collecting and evaluating project data and providing technical and administrative support. This support includes identifying eligible mitigation projects; assisting sub-applicants with Hazard Mitigation Grant Program (HMGP) application development; preparing problem statements, scopes of work, project schedules and budgets; and running Benefit Cost Analyses. We are also managing reports and supporting statewide coordination activities.</p> |
| <p>Subcontractor’s Experience–Project Narratives (Subcontractor: National Emergency Planning and Training Association [NEPTA]; 255 Primera Blvd., Ste. 160; Lake Mary, FL 32746)</p> | |
| <p>Refugio County, TX</p> <p>Client Contact: Mayor Dukes, Program Manager (364) 318-8554 ▪ Email: N/A</p> <p>Role: Subcontractor Time Period: 2017–2023</p> <p>Original Completion Date: October 2022 Actual/Currently Planned Completion Date: October 2022</p> <p>Original Budget: \$14 million Actual/Currently Planned Budget: \$14 million</p> | <p>NEPTA provided specialized FEMA Public Assistance grant management and financial reconciliation services associated with Hurricane Harvey disaster recovery. Serving as a subcontractor, NEPTA supported the County in managing a complex recovery portfolio involving multiple projects and funding streams, including FEMA PA, state cost share mechanisms, and HUD-related programs.</p> <p>Services included preparation and submission of reimbursement requests, development of project documentation packages, validation of cost eligibility, and reconciliation of expenditures across funding sources. NEPTA assisted in scope of work evaluations to ensure compliance with FEMA eligibility criteria, procurement requirements, and federal grant regulations. The firm also supported project closeout activities, including financial reviews, documentation standardization, and resolution of compliance issues.</p> |
| <p>U.S. Virgin Islands - Springline Architects</p> <p>Jerry Traino, Principal (843) 437-8879 ▪ Email: jerry.traino@novusarchitects.com</p> <p>Role: Subcontractor Time Period: 2020–Present</p> <p>Original Completion Date: Work is Ongoing Actual/Currently Planned Completion Date: 12/2027</p> <p>Original Budget: \$54 Million Actual/Currently Planned Budget: \$54 Million</p> | <p>NEPTA provides integrated FEMA Public Assistance cost estimating and program management services in support of disaster recovery and infrastructure restoration initiatives within the United States Virgin Islands. Working collaboratively with design partners, including Springline Architects, NEPTA supports the development of technically defensible and regulatorily compliant project documentation.</p> <p>Services include preparation of FEMA-compliant cost estimates utilizing RSMMeans and FEMA’s Cost Estimating Format (CEF), eligibility analysis, scope validation, and documentation development. NEPTA supports applicants and stakeholders through all stages of the FEMA grant lifecycle, including damage assessments, project formulation, regulatory compliance reviews, and funding reconciliation.</p> <p>NEPTA also provides project and grant monitoring, schedule coordination, risk mitigation support, and quality assurance to ensure alignment with FEMA requirements, federal procurement regulations, and audit standards. The firm’s structured oversight framework facilitates timely submissions, reduces administrative risk, and supports successful project obligation and closeout.</p> |

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| Jefferson Parish, LA | <p>Allison Davis, Project Administrator (504) 232-1416 ▪ Email: allison.davis@csrsinc.com</p> <p>Role: Subcontractor Time Period: 2019–2022</p> <p>Original Completion Date: October 2022 Actual/Currently Planned Completion Date: 2022</p> <p>Original Budget: \$25 Million Actual/Currently Planned Budget: \$25 Million</p> | <p>NEPTA provided comprehensive FEMA Public Assistance program support services in connection with Hurricane Ida recovery operations. Acting in a subcontractor capacity, NEPTA supported the applicant through all phases of project formulation, damage documentation, cost development, and grant management. Services included detailed damage assessments, eligibility analysis under FEMA PA Categories A–G, development of project worksheets, and preparation of defensible cost estimates utilizing FEMA’s Cost Estimating Format (CEF).</p> <p>NEPTA performed cost reasonableness evaluations, validated scopes of work, and ensured alignment with applicable codes and standards. The firm coordinated closely with architectural and engineering partners, contractors, and Parish stakeholders to reconcile damages, refine project narratives, and support FEMA review processes. NEPTA also provided project tracking, compliance monitoring, documentation management, and quality assurance to ensure audit-ready files and timely obligation of federal funds. These efforts supported the Parish’s ability to efficiently recover critical public infrastructure while maintaining full regulatory compliance.</p> |
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| 1.9 | <p>SUBCONTRACTORS If the awarded bidder(s) intends to subcontract any part of its performance hereunder, the awarded bidder(s) should provide:</p> <ul style="list-style-type: none"> i. name, address, and telephone number of the subcontractor(s), ii. specific tasks for each subcontractor(s), iii. percentage of performance hours intended for each subcontract; and iv. total percentage of subcontractor(s) performance hours. |
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No Response Required:

TECHNICAL RESPONSE

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

FEMA PA Program Requirements

The FEMA PA program provides reimbursement funding to eligible applicants for emergency response and permanent work necessary to restore public infrastructure and facilities damaged by disasters. Successful PA implementation depends on early and accurate damage identification, disciplined documentation, and continuous coordination with FEMA and State partners throughout project formulation, obligations, reimbursement, and closeout.

PA projects frequently evolve over time to reflect refined scopes, changing site conditions, insurance considerations, and the outcomes of FEMA reviews. As a result, effective PA support requires careful management of scope, cost, and schedule changes; proactive response to Requests for Information (RFIs); and clear documentation to preserve eligibility and minimize funding delays or de-obligations. The HGA Team understands the importance of aligning PA activities with applicable federal regulations and current policy guidance to support efficient project progression and timely reimbursement.

FEMA PA Program Technical Requirements

The HGA Team's technical support for FEMA PA activities reflects our familiarity with evolving FEMA policies and regulatory standards, including the Public Assistance Program and Policy Guide (PAPPG), requirements under 44 CFR and 2 CFR Part 200, Stafford Act amendments, disaster-specific guidance, and recent appeals decisions. Our expertise supports consistent eligibility determinations, compliant documentation, and alignment with FEMA's expectations regarding reviews.

The HGA Team personnel who will support PA activities have significant experience with the FEMA Grants Portal and related state-level tracking and reporting systems. Their proficiency will support accurate Project Worksheet (PW) development, data validation, milestone tracking, and coordination throughout all FEMA review and State oversight activities.

The HGA Team's FEMA PA technical support incorporates subject matter expertise in the requirements of the National Flood Insurance Program (NFIP), environmental and historic preservation (EHP) regulations, and Section 406 mitigation. This expertise will ensure that we identify all eligible mitigation opportunities and address compliance requirements without triggering delays during the FEMA review process.

i. Reviewing Projects for Sub-Recipients Not Yet Obligated by FEMA

Project Initiation and Assessment

HGA's detailed Project Work Plan is structured to support the State of Nebraska and the Nebraska Emergency Management Agency (NEMA) across the full FEMA grant lifecycle under an indefinite delivery, indefinite quantity (IDIQ) contract. Because disaster recovery activities, scopes, and timelines vary by event, we develop detailed work plans, schedules, and milestones in coordination with the State at the time each task order is issued. This approach ensures that project execution aligns with the specific requirements, priorities, and timeframes established for each disaster and program.

At the start of each task order, HGA Team personnel will work closely with State staff to establish a clear understanding of objectives, scope, timelines, and reporting expectations. Early coordination supports efficient deployment of technical resources and establishes a shared understanding of deliverables and schedule expectations. Among our key activities are the following:

- Coordinate with State staff to define task-order objectives, roles, and performance expectations.
- Review disaster context, applicable FEMA programs, and State priorities.
- Coordinate participation in field-based damage assessments, including site inspections, data collection, photo documentation, and verification of disaster-related damages in coordination with State staff, FEMA, and local jurisdictions.
- Support Preliminary Damage Assessments (PDAs) and other field verification activities to inform eligibility determinations and program scoping.
- Perform initial identification and screening of potential PA projects for eligibility and feasibility.
- Establish project tracking, documentation, and communication protocols.

This phase establishes the foundation for disciplined execution, realistic scheduling, and proactive issue management throughout the lifecycle of each task order.

Project Development and Application Support

During this phase, HGA Team personnel support development of FEMA-compliant applications and supporting documentation across applicable programs. Activities are tailored to the specific requirements of PA-related support tasks, as directed by the State and defined within each task order. Key activities may include the following:

- Develop and refine PA project documentation, including scopes of work, cost estimates, and supporting records.
- Support development of PA applications, including alignment with approved plans and Environmental and Historic Preservation (EHP) documentation.
- Enter, review, and manage applications and data within FEMA-designated systems (e.g., FEMA Grants Portal, FEMA GO, eGrants).
- Coordinate with State staff, subrecipients, and FEMA to respond to Requests for Information (RFIs).
- Review documentation to ensure accuracy, consistency, and compliance.

This phase emphasizes disciplined documentation practices and proactive coordination to support efficient State and FEMA review and to reduce downstream schedule impacts.

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 award, the HGA Team supports post-award implementation activities to help ensure projects advance in accordance with approved scopes, schedules, and funding requirements established through the task order and FEMA award conditions.

Key activities may include the following:

- Support award acceptance and task-order execution.
- Monitor project progress against approved scopes, schedules, and budgets.
- Prepare and review scope, schedule, and budget amendments to address evolving project conditions while maintaining eligibility.
- Support reimbursement requests, including review of supporting documentation and coordination with the State and FEMA.
- Assist with period of performance extension requests, including development of justifications and coordination with FEMA.
- Coordinate with subrecipients, engineers, contractors, and FEMA to address implementation challenges and minimize unnecessary delays.

This phase focuses on active schedule management, change control, and communication to support steady project advancement.

Monitoring, Reporting, and Closeout

As projects progress toward completion, the HGA Team supports monitoring, reporting, and closeout activities to ensure documentation is complete, defensible, and positioned for final review by the State and FEMA. Key activities may include the following:

- Provide progress reporting and status updates in accordance with State requirements.
- Conduct closeout readiness reviews to confirm documentation completeness and compliance.
- Support final reimbursement requests and financial reconciliation.
- Prepare and coordinate closeout certification materials.
- Coordinate with State staff and FEMA to address closeout questions or outstanding issues.
- Support audit readiness and records-retention requirements.

The HGA Team supports progress tracking, reporting, and closeout readiness through structured monitoring tools. Our staff use VistaTRAK®, a proprietary, internal project management and tracking system, to track milestones, documentation status, reimbursement progress, reporting deadlines, and closeout requirements across multiple projects and programs. VistaTRAK functions as an internal management and quality control tool; it neither replaces FEMA or State systems nor requires access to or adoption by the State or subrecipients. The information we manage within VistaTRAK supports transparent coordination with State staff and helps ensure projects are positioned for timely reimbursement and audit-ready closeout.

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)

HGA works with FEMA PA subrecipients to develop program deliverables that support the full project lifecycle, from initial formulation through obligation, reimbursement, and closeout, and are tailored to the complexity and funding level of each project. These deliverables may include the following:

- Drafting and finalization of Project Worksheets (PWs), including scopes of work, cost estimates, and supporting documentation.
- Documentation packages supporting force account labor and equipment, materials, contracts, procurement, and invoices.
- RFI response materials and coordination documentation related to FEMA or State review.
- Amendment packages addressing changes in scope, cost, or schedule.
- Reimbursement-request support documentation and summaries.

- PA project budget tracking materials, including reconciliation of approved funding amounts, reimbursed costs, and remaining balances in coordination with State and FEMA requirements.
- Coordination outputs, including applicant meetings, briefings, and technical guidance summaries.
- PA project closeout documentation and certification materials, as applicable.

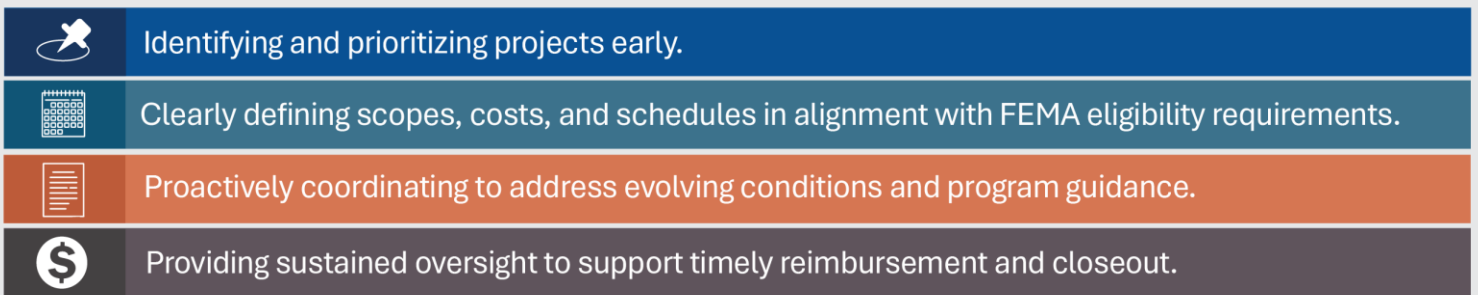


FIGURE 1: HGA’S PROGRAM-INFORMED, LIFECYCLE-BASED SUPPORT. *Our Team’s FEMA PA (and HMA) activities would include support for all key tasks from project start to completion.*

PA Project Experience

HGA has **administered \$3 billion in FEMA PA grant programs** to address our clients’ priorities, including maximizing reimbursement of eligible federal funds; expediting the eligibility determination process; establishing customer service channels; providing technical expertise on federal policies and regulations; conducting closeouts that include reconciliation with insurance issues; and developing efficient procedures for high-quality, compliant grant administration and grant management cost services. We have developed thousands of Project Worksheets (PWs), submitted all required reports, and provided project tracking, audit support, and closeout services.

Cameron Parish, LA: FEMA PA Infrastructure Program Management and Closeout (Hurricanes Laura and Delta)

Post-Disaster Rapid Response. HGA has been responsible for infrastructure program management and closeout in Cameron Parish since Hurricanes Laura and Delta hit southwest Louisiana. The Parish had already awarded HGA a pre-positioning contract for disaster-related services, so we were able to respond immediately after the storm made landfall a few months later. Our services included mitigation, reconstruction, demolition, PPDR, monitoring, and Emergency Protective Measures (EPM).

After Hurricane Laura made landfall in Cameron Parish (county), HGA arrived with boots on the ground to begin **developing preliminary damage assessments (PDAs) within 12 hours of customer request for assistance**. We had aircraft in the sky to perform **aerial reconnaissance within 72 hours of the request**—which was within the first two days following landfall when it was safe to fly. HGA acquired and processed more than 250,000 acres of aerial imagery of Hurricane Laura damages in Cameron Parish during this period. Parish officials found this imagery invaluable when roads were still closed and phone service was still unreliable. HGA is now performing FEMA PA infrastructure management and closeout for the Parish, supporting 149 PWs for the estimated \$55 million in damages.



La. Dept. of Transportation and Development: FEMA PA Cost Recovery Services (Hurricanes Laura and Ida)

Overall Support With Focus on Reimbursement. HGA has been providing DOTD with comprehensive federal grant management support that includes advice, as well as identification of eligible projects, assistance submitting grant applications, and capture of all associated costs. HGA’s staff are committed to providing DOTD all required services throughout the lifecycle of its disaster recovery projects. As part of our cost management responsibilities, we prepare cost reports, reconcile invoices, and ensure efficient project closeouts. We also collect and analyze all field documentation, extracting necessary data such as timekeeping and staff assignment records.

HGA’s project staff ensure that costs and projects comply with FEMA PA requirements and other federal regulations; and they apply their in-depth knowledge of FEMA policies to maximize DOTD’s reimbursement opportunities. Our team assists in formulating, reviewing, and reconciling FEMA PA Emergency and Permanent Work Project Worksheets (PWs) to determine final eligible costs and prepare necessary versions. We also perform PW closeouts; prepare projects for audits; respond to

audit findings; and prepare required reports, such as the Public Assistance Quarterly Progress Report, for submission to the State and FEMA.

Mitchell County, NC: Disaster Recovery Management Services (Hurricane Helene)–FEMA PA with HMA, HUD CDBG-DR

Emergency Response and Long-Term Support. HGA staff have been on site in Mitchell County, North Carolina, partnering with Appalachian communities to assess the damages from Hurricane Helene, prepare reimbursement packages, and rebuild the affected areas so they are stronger and more resilient than ever. HGA provides grant administrative, oversight, project development, reimbursement, and closeout activities to facilitate the County’s disaster recovery efforts, which are funded by \$25 million in combined FEMA PA, FEMA HMA, and HUD CDBG-DR grants.



Our staff are responsible for a full range of program/project management activities that include overseeing disaster recovery efforts by managing federal funding for infrastructure repair and restoration; ensuring compliance with FEMA regulations and providing strategic leadership to guide subrecipients through the Public Assistance (PA) process, from damage assessment to project closeout; overseeing project formulation, documentation, and submission through FEMA’s Grants Portal system; serving as a liaison between FEMA, state emergency management agencies, and local applicants; and preparing audits and supports for final project closeout processes.

State of Louisiana: FEMA PA-Funded Disaster Base Camps (Hurricane Ida)

Base Camp Support. Less than a week after Hurricane Ida made landfall, the State of Louisiana enlisted HGA to help find lodging for Governor’s Office of Homeland Security and Emergency Preparedness (GOHSEP) and FEMA responders. HGA supported base camps for both first responders and survivors, identifying locations and establishing two FEMA PA–funded base camps and other sites to house 2,300 responders. We provided 24/7 staffing to track the status of base camp personnel and residents, perform safety inspections, and provide overall site management. In addition, HGA provided staffing to base camps for more than 650 Hurricane Ida survivors in two different parishes (counties) within one week of notification. We hired and trained more than 30 personnel for around-the-clock staffing to provide site management and case management services.



Florida Dept. of Emergency Management: Post-Disaster Response (Hurricane Milton)

Shelter Operations. HGA deployed staff to Punta Gorda, Florida, to support shelter operations in preparation for Hurricane Milton, which made landfall near Siesta Key on October 9, 2024. Our team worked long hours strategizing, planning, and coordinating efforts with other shelter personnel. These dedicated employees braved the storm at the shelter with the residents and remained on site performing case management. While our staff endured challenging conditions, they consistently show compassion to the shelter residents, for example, by providing board games and toys to boost morale.



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

Response:

IA Program Requirements

FEMA administers FEMA IA directly to provide direct support to disaster survivors through housing assistance and other needs programs. Therefore, under this contract, the HGA Team would not administer IA benefits or perform case management functions. Even so, the HGA Team will maintain situational awareness of IA impacts, housing outcomes, and unmet needs to support informed coordination with State recovery and mitigation priorities. This awareness will help to inform broader recovery and mitigation strategies and will support alignment between short-term recovery activities and long-term resilience goals.

Response:

IA Program Requirements

FEMA administers FEMA IA directly to provide direct support to disaster survivors through housing assistance and other needs programs. Therefore, under this contract, the HGA Team would not administer IA benefits or perform case management functions. Even so, the HGA Team will maintain situational awareness of IA impacts, housing outcomes, and unmet needs to support informed coordination with State recovery and mitigation priorities. This awareness will help to inform broader recovery and mitigation strategies, and will support alignment between short-term recovery activities and long-term resilience goals.

However, maintaining situational awareness of IA outcomes, unmet needs, and community recovery trends is essential to informing broader State recovery priorities, mitigation planning, and coordination with other federal and state funding programs. IA data and impacts on housing often intersect with PA and HMA decision-making at the state level, particularly in regard to identifying opportunities for mitigation, infrastructure recovery, and long-term resilience.

IA Technical Services

PDA Coordination and Documentation

The HGA Team’s technical support for IA focuses on assisting the State and counties with coordination and documentation of Preliminary Damage Assessments (PDAs). This assistance includes supporting consistent data collection, verification of disaster-caused damages, insurance status documentation, and alignment with FEMA IA requirements.

Declaration Factors and Evidence Development

Support for IA declaration requests emphasizes documentation of FEMA’s declaration factors under 44 C.F.R. § 206.48(b), including uninsured losses, population impacts, community infrastructure effects, and resource sufficiency. Documentation is developed to be clear, defensible, and aligned with FEMA’s evaluation framework.

Documentation of Insufficient Non-Federal Resources

The HGA Team’s technical assistance includes support for documenting the insufficiency of state, local, nonprofit, voluntary, and private resources to meet disaster-generated needs, consistent with FEMA’s supplement-not-supplant requirements.

Governor’s Request Package and FEMA Coordination

The HGA Team will help NEMA to prepare and coordinate the Governor’s request packages, helping to develop narratives and exhibits. We will also support post-submission coordination with FEMA, as needed, to respond to follow-up questions or requests for clarification.

IA Deliverables

FEMA IA deliverables support State-led coordination and documentation activities related to eligibility determinations and requests for federal Individual Assistance.

FEMA IA deliverables may include the following:

- Preliminary Damage Assessment (PDA) coordination materials and data summaries.
- Documentation supporting FEMA declaration factors under 44 CFR Part 206.48(b).
- Materials documenting the insufficiency of non-federal resources to meet disaster-generated needs.
- Draft narratives, exhibits, and supporting materials for Governor’s request packages.
- Coordination outputs, including briefings, data validation meetings, and follow-up materials supporting FEMA review.

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:

FEMA HMGP Program Requirements

The FEMA HMA programs, including the Hazard Mitigation Grant Program (HMGP), Flood Mitigation Assistance (FMA), Building Resilient Infrastructure and Communities (BRIC), and related initiatives, are intended to reduce long-term risk to people and property by funding cost-effective mitigation measures that will lessen the impacts of future disasters.

Effective HMA implementation requires early identification of viable mitigation opportunities, consistency with approved Hazard Mitigation Plans, and development of technically sound, well-documented applications. HGA recognizes that mitigation projects require compliance with Benefit-Cost Analysis (BCA) and Environmental and Historic Preservation (EHP) requirements, and that these elements must be integrated early to avoid delays during FEMA review.

The HGA Team understands that mitigation projects often extend beyond immediate disaster recovery timelines, requiring sustained coordination among State agencies, local jurisdictions, engineers, contractors, and FEMA. HGA's successful HMA delivery rests on a foundation of disciplined project management, realistic scheduling, and proactive oversight that extend from application development through post-award implementation and closeout.

FEMA HMGP Technical Requirements

The HGA Team will perform all work in accordance with the Stafford Act, applicable provisions of Title 44 of the Code of Federal Regulations (CFR), 2 CFR Part 200, FEMA policy guidance, and State of Nebraska requirements. Our technical support approach emphasizes consistent application of eligibility, scope, cost, and documentation standards for FEMA HMGP—and all FEMA programs—to support defensible determinations, reimbursement, and closeout.

We emphasize consistent application of cost allowability, reasonableness, and standards to comply with all applicable federal and state requirements. We structure documentation practices to support eligibility determinations, reimbursement, monitoring, audit readiness, and timely closeout across multiple programs and task orders.

From project initiation, the HGA Team will organize and maintain documentation to support final reconciliation, resolution of outstanding compliance items, and efficient closeout review by the State and FEMA. This approach reduces delays at the end of the grant lifecycle and supports successful program closeout without the need for extensive corrective actions.

i. Reviewing Projects for Sub-Recipients Not Yet Obligated by FEMA

Eligibility and Plan Consistency

The HGA Team's technical support for HMA programs emphasizes early screening of project eligibility and consistency with approved Hazard Mitigation Plans. This supports development of viable mitigation projects aligned with FEMA program authorities, including HMGP, FMA, BRIC, and Swift Current, and reduces delays during State and FEMA review.

Benefit-Cost Analysis and EHP Integration

The HGA Team's HMA technical activities include development and validation of Benefit-Cost Analyses (BCAs) using FEMA-approved methodologies and early integration of Environmental and Historic Preservation (EHP) considerations. Early incorporation of these elements supports efficient application review and reduces the need for corrective actions or resubmissions.

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

HGA staff support development of HMA applications, including alignment with approved Hazard Mitigation Plans, Benefit-Cost Analyses (BCAs), and Environmental and Historic Preservation (EHP) documentation. Our team personnel supporting HMA activities are familiar with FEMA-designated systems such as FEMA GO and NEMIS. This technical capability supports accurate application submission, tracking, and coordination throughout FEMA review, award, and post-award phases.

- Enter, review, and manage applications and data within FEMA-designated systems (e.g., FEMA Grants Portal, FEMA GO, NEMIS).
- Coordinate with State staff, subrecipients, and FEMA to respond to Requests for Information (RFIs).
- Review documentation to ensure accuracy, consistency, and compliance.

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

The HGA Team's technical support extends through post-award implementation, including monitoring of schedules, scope, eligibility, and reporting requirements. We ensure compliance with periods of performance, extension requests where applicable, reimbursement documentation, and closeout readiness.

HMA deliverables support mitigation project identification, application development, and post-award implementation in alignment with FEMA program requirements and State mitigation priorities.

FEMA HMA deliverables may include the following:

- Mitigation project identification and prioritization summaries
- Drafting and finalization of HMA applications, including HMGP, FMA, BRIC, and other applicable programs
- Benefit-Cost Analyses (BCAs) and supporting technical documentation
- Environmental and Historic Preservation (EHP) documentation and coordination materials
- Application tracking summaries and FEMA-system submission confirmations
- Post-award implementation tracking materials, including reimbursement requests, extension request documentation, and budget status summaries
- Coordination outputs, including meetings with State staff, local sponsors, engineers, and FEMA to support application development and implementation

HM Project Experience

Over the past 16 years, HGA has **managed and administered \$3.2 billion in FEMA hazard mitigation projects and grants**, supporting state, county, and local governments. We have 12-plus years of experience managing grant programs funded by the FEMA Hazard Mitigation Grant Program (HMGP) and Flood Mitigation Program (FMA). Services include developing applications, cost-effectiveness demonstrations, milestone inspections, financial management, quarterly reporting, and regulatory compliance. We have both the experience needed to recognize situations that would be improved by mitigation programs and the expertise to document and support such activities.

Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP): Subrecipient Technical Assistance—FEMA HMGP

Post-Disaster Technical Support: HGA provides GOHSEP with technical assistance to 33 grant subrecipients for disaster allocations received under the Robert T. Stafford Act, specifically, Section 404 through the HMGP. FEMA obligated funding in the aftermath of four hurricanes, a winter storm, and a flooding event. Our staff help subrecipients to manage their HMGP grants in an efficient and compliant manner. HGA's services include the following:

- Review and development of policies and procedures to ensure compliance with 2 CFR 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- Provide assistance and expertise to eligible entities in the identification of:
 - Mitigation priorities
 - Sub-application development
 - Benefit cost analysis preparation
 - Programmatic/policy guidance
 - Training
 - Planning
 - Grants management
 - Monitoring
 - Close-out of activities

East Baton Rouge Parish Mayor's Office of Homeland Security and Emergency Preparedness (MOHSEP): HMA Services for Multiple Disasters—FEMA HMGP, FEMA FMA, HUD CDBG-DR

Comprehensive Grant Services. HGA provides the client with management and administrative support of grant activities and associated project management activities, as needed, for federal and state programs, for both disaster and non-disaster projects. The grant programs being supported are FEMA Hazard Mitigation Grant Program (HMGP), Flood Mitigation Assistance (FMA), Swift Current Initiative, Stormwater Management Plan, and Louisiana Watershed Initiative programs.

Since December 2020, HGA has been providing the City-Parish with project and grant management, application development and amendments, homeowner and contractor meetings, milestone inspections, reimbursements, and project closeout. Work involves 21 infrastructure and drainage projects and 319 residential projects that include elevations, reconstructions, and acquisitions.

North Carolina Department of Public Safety–Emergency Management: Hazard Mitigation Program–FEMA HMGP

Program Implementation Support. HGA is supporting the state in its implementation of a \$2 billion Hazard Mitigation (HM) Program, funded by FEMA. Our staff are conducting quality control reviews of homeowner and commercial property files to identify missing documentation, securing the necessary information to ensure project eligibility, and performing Benefit-Cost Analyses (BCAs) for residential and commercial properties across 18 counties affected by Hurricane Helene. The comprehensive data collected through these efforts will form the basis of individual HM applications to be submitted to FEMA.



City of Fort Myers, Florida: HMGP Augmentation and Support–FEMA HMGP, FEMA FMA, FEMA BRIC

Since December 2024, HGA has been supporting a \$67.3 million FEMA Hazard Mitigation program for the client. We provide grant application development, including data collection and budget creation for projects; pre-award RFI and post-award status of current applications; case management for applicants of HMGP elevation program; development of phased projects; assembly of phase 2 BCAs as applicable; management of awarded projects; and milestone requirements for the State/FEMA.

Plaquemines Parish, Louisiana: Program Management–FEMA HMA, HUD CDBG-DR Match Infrastructure and Housing

FEMA awarded Plaquemines Parish a Hazard Mitigation grant to implement hazard mitigation measures for critical infrastructure and homes affected by four major hurricanes that occurred during a 7-year period. HGA worked to ensure that the client's priorities were met through eligible and compliant hazard mitigation measures in its management of projects that included a critical facility wind retrofit, facility hardening, drainage improvements, pump and levee upgrades, road improvement, residential reconstructions, and residential elevations. One of more unique projects managed by HGA was the hardening and elevation of 6.5 miles of roadway to ensure that the only local evacuation route would remain accessible to traffic during high-water events, so that residents could evacuate safely. In total, HGA provided program management for a total of 216 home elevations, 8 home reconstructions, and 6 infrastructure projects.



Conclusion

HGA has supported state and local jurisdictions across 38 federally declared disasters and large, multi-year recovery portfolios nationwide. We regularly apply FEMA policy, federal grant regulations, and state-specific requirements to complex recovery environments, supporting FEMA PA and HMA programs from early project development through implementation and closeout. Our Team will provide reliable, compliant technical support under the State of Nebraska's indefinite delivery, indefinite quantity (IDIQ) contract structure, supporting multiple task orders while maintaining audit-ready documentation, ensuring program compliance, and performing timely execution of all recovery and mitigation activities.

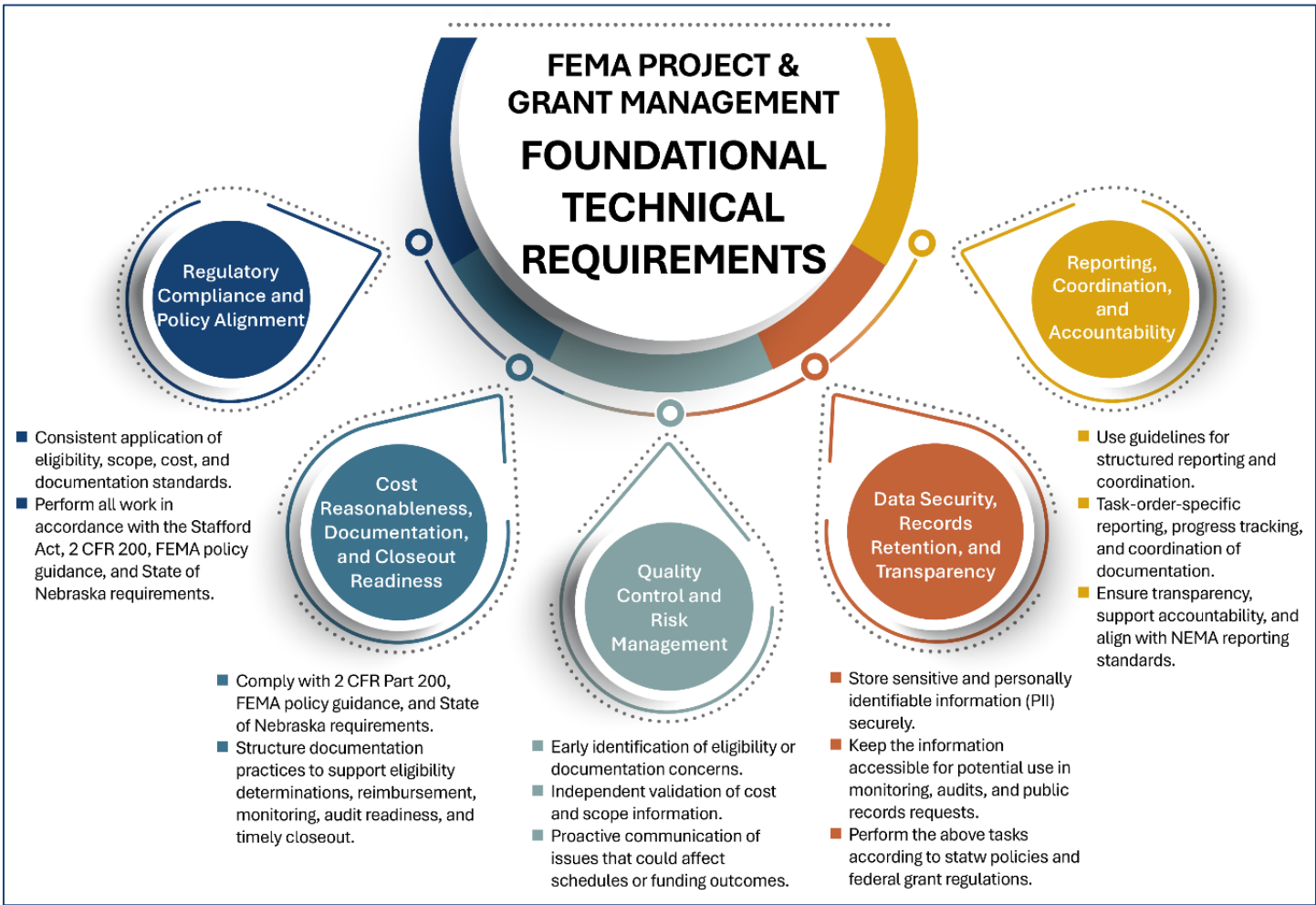


FIGURE 2: THE HGA TEAM WILL PROVIDE THE STATE OF NEBRASKA WITH PROJECT AND GRANT MANAGEMENT SERVICES THAT COMPLY WITH ALL OF FEMA'S FOUNDATIONAL TECHNICAL REQUIREMENTS.

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 | \$175.00 | |
| 2. | Senior Advisor for Public Assistance | \$215.00 | |
| 3. | Public Assistance Program Liaison | \$145.00 | |
| 4. | Public Assistance Technical Assistance Liaison | \$145.00 | |
| 5. | Appeals Specialist | \$130.00 | |
| 6. | Senior Debris Specialist | \$150.00 | |
| 7. | Senior Advisor for Hazard Mitigation Assistance | \$185.00 | |
| 8. | Hazard Mitigation Assistance Program Liaison | \$145.00 | |
| 9. | Hazard Mitigation Assistance Benefit-Cost Analysis Specialist | \$190.00 | |
| 10. | Hazard Mitigation Assistance Technical Liaison | \$145.00 | |
| 11. | Lead Individual Assistance Specialist | \$180.00 | |
| 12. | Individual Assistance Specialist | \$125.00 | |
| 13. | Closeout Specialist | \$125.00 | |
| 14. | Disaster Recovery Specialist | \$110.00 | |
| 15. | Accounting Analyst | \$95.00 | |
| Additional Personnel Roles/Titles (Add Rows as Necessary) | | Standard Hourly Not-to-Exceed Rate | Overtime Hourly Not-to-Exceed Rate |
| | | | |
| | | | |

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.) |
|--|--|---|
|  | | |

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.) |
|--|---|--|
| JH | | |

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.) |
|--|---|--|
| JH | | |

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.



603 Reynolds Drive
Ruston, LA 71270
1.866.255.6825
information@hga-llc.com

**BUILDING
THE FUTURE,
TOGETHER**
hga-llc.com

TO: Craig Palik, Clinton Paul
State of Nebraska State Purchasing Bureau

RE: Defense of Proprietary Information Claim
Solicitation No. 124469 O5

Dear Messrs. Palik and Paul:

Hunt, Guillot & Associates, LLC (“HGA”) is a privately held professional services firm operating in highly competitive markets where contracts are awarded through public procurements, negotiated RFPs, and competitive proposals. The financial information identified below is not publicly available and is closely held by HGA in the ordinary course of business.

Proprietary Information Identified

The following documents are designated as proprietary information:

- HGA’s internal financial statements (including balance sheet, income statement, and related financial ratios); and
- HGA’s bank letter evidencing financial standing, credit facilities, and banking relationships.

Competitive Harm from Disclosure

Public disclosure of HGA’s financial statements and bank letter would provide a material business advantage to HGA’s competitors by revealing non-public financial data that directly impacts competitive positioning, pricing strategy, and business development efforts.

Specifically:

- 1. Insight into Cost Structure and Pricing Strategy**
HGA’s internal financial statements reflect margins, overhead structure, liquidity, leverage, and cost composition. Competitors could use this information to reverse-engineer HGA’s pricing approach, determine how aggressively HGA can price work, and undercut HGA in future competitive procurements by targeting known margin tolerances. This would place HGA at a measurable disadvantage in competitive bidding environments.
- 2. Negotiation Leverage in Future Procurements**
Disclosure of liquidity, debt levels, and financial capacity would allow competitors and counterparties to assess HGA’s financial flexibility and risk tolerance. Competitors could exploit this information to adjust proposal strategies, while clients could use it to exert pricing or contractual pressure, knowing HGA’s financial position. This undermines HGA’s ability to negotiate on equal footing in future procurements.
- 3. Competitive Intelligence Regarding Financial Capacity**
The bank letter discloses the existence and nature of HGA’s banking relationships and financial backing. Competitors could use this information to infer HGA’s bonding capacity, access to credit, and ability to scale work—critical competitive factors in large public and infrastructure projects. This information is not otherwise available to competitors and would provide them with a direct strategic advantage.

4. Targeting and Market Positioning by Competitors

Knowledge of HGA's financial position would enable competitors to selectively target HGA on specific projects, markets, or contract sizes where competitors perceive HGA to be financially constrained or particularly strong. This distorts fair competition and goes beyond the public purpose of evaluating proposer responsibility.

Lack of Public Purpose

The State's legitimate interest in confirming financial responsibility and stability is fully served by the State's review of this information during the procurement evaluation process. Public dissemination of these documents provides no additional public benefit and is not necessary for transparency, particularly where pricing and cost sheets are expressly excluded from proprietary treatment and remain public records.

Conclusion

Because the release of HGA's internal financial statements and bank letter would provide competitors with non-public financial intelligence that could be used to gain an actual and material competitive advantage—and because public disclosure serves no independent public purpose—these documents meet the criteria for protection under Neb. Rev. Stat. § 84-712.05 and should be excluded from public posting.

Sincerely,



Matt C. Woodard, CPA
Chief Financial Officer
Hunt, Guillot & Associates, LLC

