

CONTRACTUAL AGREEMENT FORM

BIDDER MUST COMPLETE THE FOLLOWING

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


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

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

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

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

THIS FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN

COMPANY:	Tidal Basin Government Consulting, LLC
ADDRESS:	126 Business Park Dr., Utica, NY 13502
PHONE:	888.282.1626
EMAIL:	proposals@tidalbasingroup.com
BIDDER NAME & TITLE:	Frank Sardelli, EVP, CFO
SIGNATURE:	
DATE:	2/24/26

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

NAME:	William (Bill) Slater
TITLE:	Senior Vice President
PHONE:	315.440.4775
EMAIL:	bill.slater@tidalbasingroup.com CC: proposals@tidalbasingroup.com



State of Nebraska State Purchasing Bureau

Providing Staff Familiar with FEMA Programs
Administered Under the Stafford Act

124469 O5 | March 3, 2026

Submitted to

State Purchasing Bureau

ATTN: Craig Palik and Clinton Paul
1526 K Street, Suite 130
Lincoln, NE 68508

as.materielpurchasing@nebraska.gov

Submitted by

Bill Slater

Vice President, Chief Operating Officer
Consulting Services

Tidal Basin
126 Business Park Drive
Utica, NY 13502
888.282.1626

proposals@tidalbasingroup.com



March 3, 2026

Craig Palik and Clinton Paul
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

Tidal Basin
126 Business Park Drive
Utica, NY 13502
P: 888.282.1626
tidalbasingroup.com

Re: RFP Number 124469 O5

Dear Mr. Palik and Mr. Paul,

Nebraska communities routinely contend with severe winter storms, flash flooding from summer storms, straight-line winds, tornadoes, and long-duration recovery efforts that demand disciplined coordination, deep technical expertise, and trusted partnership. Managing these events often concurrently and across extended periods of performance requires a recovery partner that understands Nebraska's hazard profile, supports a whole-community approach, and strengthens state and local capacity while maintaining accountability and compliance. This is particularly critical for smaller and rural counties with limited grant administration staff, where overlapping disasters and extended grant lifecycles can strain local resources and delay recovery progress. Effective support in Nebraska must not only ensure regulatory compliance and timely obligation of funds but also provide hands-on technical assistance that builds local capability, reduces administrative burden, and helps communities navigate multiple active disasters without losing momentum toward closeout.

Tidal Basin Government Consulting, LLC (Tidal Basin) is a national leader in FEMA-funded disaster recovery and hazard mitigation services, and we are pleased to submit this proposal in support of the Nebraska Emergency Management Agency's mission to strengthen preparedness, response, recovery, and mitigation outcomes statewide. For more than 20 years, Tidal Basin has supported state, local, tribal, and territorial governments through some of the most complex and rapidly evolving disaster events in the country, delivering Public Assistance (PA), Individual Assistance (IA), and Hazard Mitigation Assistance (HMA) services that advance resilience while reinforcing state-led recovery systems (Figure 1).

Tidal Basin by the Numbers



Figure 1: Tidal Basin by the Numbers

Tidal Basin Champions NEMA's Values Through Proven Execution

Tidal Basin's approach directly delivers NEMA's values of Community, Timeliness, Professionalism, and Efficiency, translating these principles into disciplined, day-to-day program execution.

- **Community:** We implement a whole-community approach by working alongside state agencies, subrecipients, and local partners to build capacity and shared understanding across all phases of

disaster recovery. Through early education, hands-on technical assistance, and consistent engagement, we support informed decision-making throughout project development, implementation, reimbursement, and closeout helping prioritize recovery efforts reflect community needs while reinforcing state oversight.

- **Timeliness:** Our teams are structured to mobilize quickly and adapt continuously, often deploying within days of an event and supporting multiple concurrent recovery missions. Through structured project management, clear communication protocols, and proactive issue identification, we will help Nebraska move projects forward efficiently, reduce delays, and maintain momentum from initial damage identification through closeout.
- **Professionalism:** As FEMA continues to evolve its guidance, eligibility criteria, and program implementation frameworks, Tidal Basin's internal policy and technical teams actively monitor and interpret program changes. We apply the latest FEMA guidance accurately and consistently, while supporting knowledge transfer and technical education that strengthens the professionalism of emergency management personnel statewide.
- **Efficiency:** Tidal Basin brings the operational discipline required to manage complex, federally funded programs at scale, having supported more than \$45 billion in federally funded recovery and mitigation programs nationwide. Our disciplined documentation practices, financial oversight, and compliance monitoring help protect eligibility, reduce rework, and support timely, audit-ready closeout maximizing the value of recovery and mitigation investments.

Throughout our technical response, you will see callouts tied to NEMA's values and goals where we have enacted these same values throughout Tidal Basin's national FEMA portfolio.

Through experienced personnel, structured delivery models, and a nationwide surge-capable workforce of more than 2,000 full-time and cadre staff, Tidal Basin offers Nebraska a trusted partner with the technical strength, responsiveness, and operational maturity needed to support FEMA-funded programs before, during, and after disasters.

Thank you for the opportunity to submit this proposal. We welcome the chance to partner with NEMA to support Nebraska's communities as they recover, rebuild, and move forward with confidence. As Vice President, I am authorized to negotiate terms, make binding decisions, commit firm resources, and receive all correspondence related to this RFP. Please contact me at proposals@tidalbasingroup.com with any questions. We appreciate your consideration and look forward to the opportunity to help Nebraska be Stronger Than Before®.

Sincerely,



Bill Slater

Vice President, Chief Operating Officer, Consulting Services

C: 315.440.4775 | E: bill.slater@tidalbasingroup.com | CC: proposals@tidalbasingroup.com

**Attachment A
Bidder Questionnaire
RFP 124469 O5**

Bidder Name: Tidal Basin Government Consulting, LLC (Tidal Basin)

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

CORPORATE OVERVIEW	
1.1	<p>BIDDER IDENTIFICATION AND INFORMATION 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 Corporate Name Tidal Basin Government Consulting, LLC (Tidal Basin)</p> <p>Headquarters Address 126 Business Park Drive Utica, New York 13502</p> <p>Entity Organization Limited Liability Company</p> <p>State of Organization Tidal Basin Government Consulting, LLC is organized under the laws of the state of Delaware.</p> <p>Year First Organized The company was first organized in 2006.</p> <p>Corporate History and Organizational Changes Since its formation, Tidal Basin Government Consulting, LLC has operated under the same corporate structure and name. The organization has expanded to include affiliated companies under the Tidal Basin brand; however, the legal name and form of organization for Tidal Basin Government Consulting, LLC have remained unchanged since the entity was established. Please see Figure 2 below.</p>	

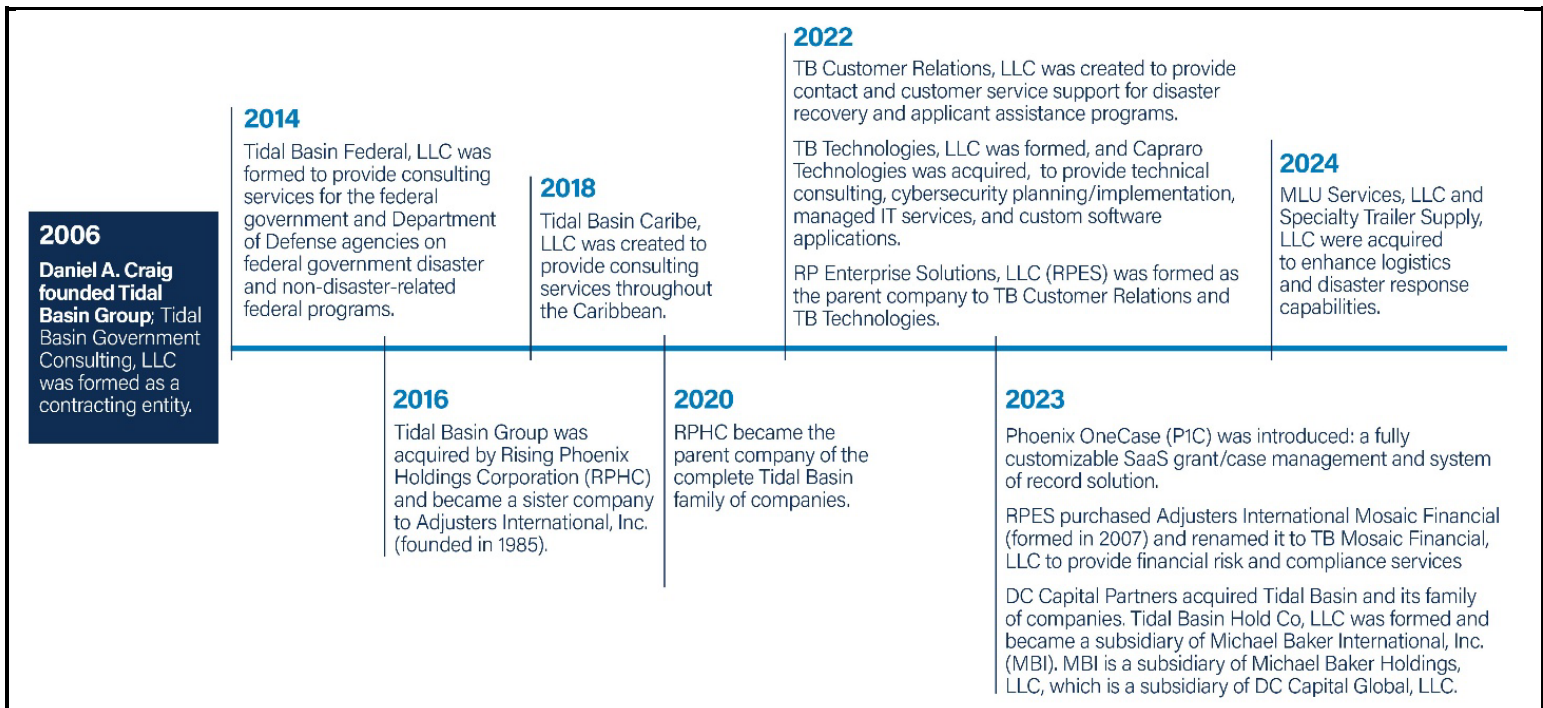


Figure 2: Corporate History

United States Citizenship Attestation Form

Tidal Basin Government Consulting, LLC has submitted the United States Citizenship Attestation Form as part of the solicitation package as a separate attachment.

Nebraska Registration

Tidal Basin Government Consulting, LLC is registered with the NE State Department (Registration # 2012168908)

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

Organizational Stability and Financial Strength

Tidal Basin Government Consulting, LLC is not a publicly held corporation. Tidal Basin was established in 2006. For more than 20 years, Tidal Basin has built and sustained a strong operational and financial foundation supporting large-scale disaster recovery and public sector initiatives across the United States. Our longevity reflects consistent performance, disciplined financial management, and the ability to scale in response to complex and evolving governmental needs.

With more than 2,000 full-time and cadre staff, Tidal Basin maintains the workforce capacity necessary to support concurrent engagements nationwide. We have served more than 250 clients, including federal, state, and local agencies, and other public sector entities. Over the course of our operations, Tidal Basin has supported more than 275 federally declared disasters, demonstrating sustained demand for its services and the institutional depth required to operate in high-tempo, high-visibility environments.

Tidal Basin has overseen approximately \$45 billion in disaster recovery funding. This experience reflects our ability to manage complex, multi-billion-dollar funding portfolios with precision, accountability, and structured financial oversight. Administration of funding at this scale requires rigorous internal controls, disciplined fiscal management practices, and the liquidity necessary to support large-scale mobilization and sustained program delivery. Tidal Basin's continued growth and long-term client relationships reflect its capacity to responsibly manage substantial public funds while maintaining operational continuity.

Tidal Basin maintains a stable and well-capitalized structure supported by established financial controls and operational discipline. We sustain the financial resources necessary to support ongoing operations, manage project expenditures, deploy personnel at scale, and fulfill contractual obligations across multi-year engagements. Our diversified client base and national footprint further demonstrate organizational resilience and financial stability.

Areas of Specialization and Operational Breadth

Tidal Basin provides comprehensive services across the emergency management and public program lifecycle, including:

Emergency Management and FEMA Program Delivery

- FEMA PA, IA, and HMA
- Emergency preparedness planning and assessments
- Disaster response operations
- Disaster recovery program management
- Hazard mitigation and risk reduction

Strategic Advisory and Management Consulting

- Program and project delivery advisory
- Grant project delivery and program management
- Case management and eligibility services

Public Program and Infrastructure Solutions

- Sheltering and housing contingency operations
- Temporary housing and group site construction
- Assistance program delivery
- Public infrastructure project delivery

Through this integrated service delivery model, Tidal Basin sustains long-term client partnerships and maintains the operational and financial capacity required to support complex, large-scale public sector programs.

Audited financial statements are available upon request.

Banking Reference

Our banking reference is: Karen Brognano-Williams at NBT Bank, 52 South Broad Street, Norwich, NY 13815. Her phone number is 315.368.3655.

Judgement, Litigation, or Financial Reversal Statement

Tidal Basin Government Consulting, LLC represents that there are no judgments, pending or threatened litigation, or other known real or potential financial reversals that would materially affect the viability or financial stability of the organization. No such condition is known to exist at this time.

1.3	CHANGE OF OWNERSHIP 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.
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Response:

There are no ownership or control changes anticipated for Tidal Basin Government Consulting, LLC for the next twelve (12) months.

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

Tidal Basin Government Consulting, LLC will perform all contract management, staffing coordination, reporting, and administrative oversight for this engagement through our primary operational office:

Tidal Basin Government Consulting, LLC

126 Business Park Drive
Utica, New York 13502

Tidal Basin will establish an on-site project presence in Nebraska as required by incident.

This office serves as the central hub for our nationwide disaster recovery and emergency management operations. We track key personnel responsible for project management, staffing assignments, quality assurance, financial tracking, and contract administration. Through this operational center, Tidal Basin supports state and local governments nationwide and will provide the same level of service, responsiveness, and oversight to the state of Nebraska.

Our national operational model enables us to deploy qualified personnel rapidly, support virtual and hybrid work environments, and maintain continuous communication with the State throughout all task orders. This structure enables us to provide Nebraska with consistent, high-quality support regardless of location.

1.5	RELATIONSHIPS WITH THE STATE The bidder should describe any dealings with the State over the previous ten (10) years. If the organization, its predecessor, or any Party named in the bidder's solicitation response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.
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Response:

Tidal Basin and ICF

Tidal Basin Government Consulting, LLC and ICF have not held contracts directly with the State of Nebraska in the past ten (10) years. However, affiliated entity Michael Baker International (MBI) has held the following contract.

MBI

Please see Figure 3: MBI's relationships with the State below.

Contract Number	Contract Dates	Contract Description
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NeDNR Contract #1069	9/2/2018 - 8/7/2024	Michael Baker provided engineering services under the CTP contract with the State of Nebraska, generating countywide floodplain data for Boone and Custer Counties.
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Figure 3: Relationships with the State

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>
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Response:

Tidal Basin, ICF, and MBI are not aware of any employees of the state, currently or within the past 12 months.

1.7	<p>CONTRACT PERFORMANCE</p> <p>If the bidder or any proposed subcontractor has had a contract terminated for default during the past ten (10) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.</p> <p>It is mandatory that the bidder submit full details of all termination for default experienced during the past ten (10) years, including the other Party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's solicitation response accordingly. If no such termination for default has been experienced by the bidder in the past ten (10) years, so declare.</p> <p>If at any time during the past five (5) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.</p>
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Response:

Tidal Basin Government Consulting, LLC, has not had a contract terminated for default in the past 10 years. The following Figure 4 is a list of contracts terminated in the last 5 years:

Contract Name	Client Name and Address	Contract Start Date	Contract End Date	Termination Effective Date	Details of Termination
Hillsborough County Aviation Authority, FL Critical Event Management and Continuity of Operations Consulting Services	Hillsborough County Aviation Authority P.O. Box 22287 Tampa, FL 33622	8/1/2019	7/31/2023	8/19/2023	Terminated for Convenience - The client exercised its rights to terminate the Services Agreement with thirty (30) days' advance notice. The client didn't have the need for services.
Grant Administration and Project Management Services- CDBG-MIT	Nueces County TX 901 Leopard Street, Room 501	8/19/2020	8/18/2025	2/24/2023	Terminated for Convenience - The client exercised its rights to terminate the Services Agreement with thirty (30) days' advance notice. No reasons were provided to TBGC.

	Corpus Christi, TX 78401				
Grant Administration and Project Mgmt Services related to Mitigation Improvements to RFP 20-004/PK	Jefferson County Drainage District #7 4749 Twin City Hwy, Suite 300 Port Arthur, TX 776421	9/21/2020	8/17/2023	8/17/2023	Terminated for Convenience - The client terminated the agreement for cause, but upon reconsideration of the relevant facts, it rescinded the termination for cause and changed it to termination for convenience. TBGC was subsequently selected by this client as a successful bidder for additional work.
Jefferson County Drainage District #7 Grant Admin Services Damage Repairs & Mitigation Improvements RFP # 21-001	Jefferson County Drainage District #7 4749 Twin City Hwy, Suite 300 Port Arthur, TX 776421	5/3/2021	8/17/2023	8/17/2023	Terminated for Convenience - The client terminated the agreement for cause, but upon reconsideration of the relevant facts, it rescinded the termination for cause and changed it to termination for convenience. TBGC was subsequently selected by this client as a successful bidder for additional work.
Central Master Agreement - Disaster Closeout Specialist and Manager Services	West Virginia Emergency Management Division 2019 Washington Street East P.O. Box 50130 Charleston, WV 25305	7/1/2021	6/30/2022	8/10/2021	Nine (9) days of awarding the contract, the client notified TBGC that it was cancelling the contract, effective in 30 days. The client didn't provide a reason for the cancellation.
OHE, Inc. dba Apprise Health Insights Second Amended and Restated Independent Contractor Service Agreement	Oregon Association of Hospitals and Health Systems 4000 Kruse Way Place, #2-100 Lake Oswego, OR 97035	7/1/2022	6/30/2023	5/11/2023	Terminated for Convenience - The Oregon Association of Hospitals and Health Systems/Apprise (OAHHS) was contracted by the Oregon Health Authority (OHA) to provide financial surge support for COVID recovery. The OAHHS contracted with TBGC to support their work with OHA and specifically conduct COVID invoice auditing. After sufficient work was completed, OHA was no longer in need of surge support and canceled their COVID contract with OAHHS for convenience. OAHHS in turn terminated the contact the TBGC.
TBGC_Woolpert Subcontract_City of Oakland, OH Funding and Capital Projects	Woolpert Inc 4554 Idea Center Blvd Dayton, OH 45430	1/27/2025	1/27/2026	5/23/2025	Terminated for Convenience - Woolpert exercised its right to terminate the Subcontract Agreement with thirty (30) days' advance notice. No need for services from TBGC. The termination was not due to performance deficiencies by Tidal Basin.

Solicitation # CTR077093 - Statewide Emergency Response Services and Solutions	State of Arizona, Department of Administration 1802 West Jasckson St., Number 100 Phoenix, AZ 85007	*	*	10/10/2025	Termination for Convenience. Client terminated the Contract for convenience as FEMA found the State's procurement mechanism deficient, which jeopardized is ability to seek reimbursement for eligible costs. A new solicitation will be issued in the near future to better align with FEMA eligible reimbursement requirements. *This contract was cancelled after award but before execution. The termination was not due to performance deficiencies by Tidal Basin.
Contract No. CA-2026-0053	Globe, City of (AZ) 150 N. Pine Street Globe, AZ 85501	10/7/2025	6/15/2026	10/10/2025	Terminated for convenience. Client issued a Stop Work Order due to State of Arizona terminating the Statewide Emergency Response Services and Solutions contract #CTR077093
Contract No. CA-2026-0054	Globe, City of (AZ) 150 N. Pine Street Globe, AZ 85501	10/7/2025	6/15/2026	10/10/2025	Terminated for convenience. Client issued a Stop Work Order due to State of Arizona terminating the Statewide Emergency Response Services and Solutions contract #CTR077094
Contract No. CA-2026-0055	Globe, City of (AZ) 150 N. Pine Street Globe, AZ 85501	10/7/2025	6/15/2026	10/10/2025	Terminated for convenience. Client issued a Stop Work Order due to State of Arizona terminating the Statewide Emergency Response Services and Solutions contract #CTR077095

Figure 4: Tidal Basin Contract Performance

Michael Baker International and ICF confirm they have not had a contract terminated for default in the past 10 years or had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason in the past 5 years.

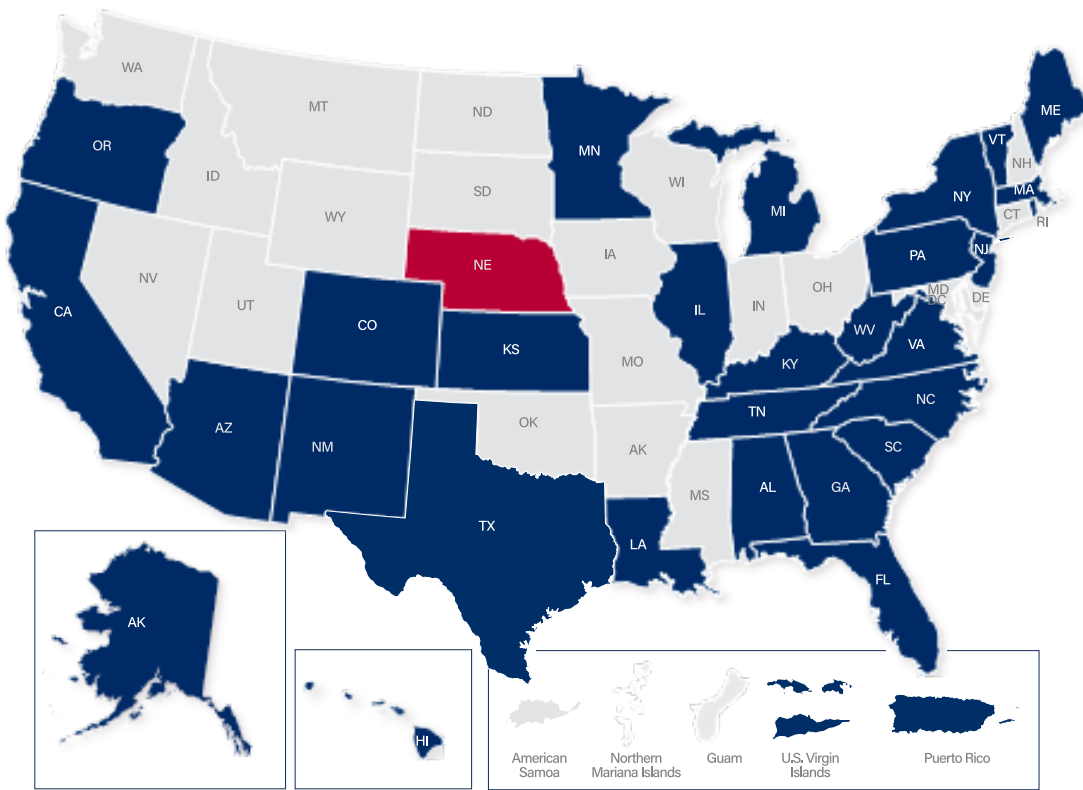
1.8	<p>SUMMARY OF BIDDER'S CORPORATE EXPERIENCE</p> <p>The bidder should provide a summary matrix listing the bidder's previous projects similar to this Solicitation in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the solicitation response.</p> <p>The bidder should address the following:</p> <ul style="list-style-type: none"> i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this Solicitation. These descriptions should include: <ul style="list-style-type: none"> a) The time period of the project, b) The scheduled and actual completion dates, c) The bidder's responsibilities, d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and e) Each project description should identify whether the work was performed as the prime Vendor or as a subcontractor. If a bidder performed as the prime Vendor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget. ii. Bidder and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as subcontractor projects.
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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:

Tidal Basin brings nationally recognized leadership across FEMA PA, IA, and HMA, supporting more than 250 government clients and managing over \$45 billion in federally funded programs. Our experience spans complex, multi-disaster environments where technical precision, surge capacity, and disciplined program management are essential to protecting eligibility and accelerating recovery. Our work aligns directly with the Nebraska Emergency Management Agency’s vision of a resilient Nebraska built upon collaboration and communication with the whole community, and its mission to provide leadership before, during, and after disasters (Figure 5 below).

National FEMA Leadership Structured for Nebraska
 The Tidal Basin Team has supported more than 250 governmental clients and managed over \$45 billion in federally funded programs.



Across every engagement, we align with the priorities that guide NEMA.

- Community**
Integrated partnership with state leadership and subrecipients.
- Timeliness**
Rapid mobilization and predictable workflows across concurrent disasters.
- Professionalism**
Seasoned FEMA practitioners with national and regional expertise.
- Efficiency**
Structured processes that protect eligibility and produce audit-ready results.

Figure 5: National FEMA Experience

Nebraska is managing multiple active disaster periods of performance with concurrent recovery, mitigation, and closeout demands. Tidal Basin is built for exactly this environment. We operate within task-order-based structures, scale staffing rapidly, and maintain continuity across long-duration recovery missions while upholding compliance and cost discipline.

In addition to sustaining complex, multi-year recovery operations, Nebraska will benefit from Tidal Basin’s rapid mobilization and operational normalization capabilities. Our mobilization model is designed to stabilize operations quickly, establish clear communication channels, deploy qualified personnel without delay, and integrate seamlessly into state-led structures. This approach has been implemented nationwide and refined through active disaster deployments to ensure immediate impact while maintaining long-term operational continuity. Following Hurricanes Helene and Milton, we initiated program services for the Florida Division of Emergency Management to support impacted communities within 24 hours. After Hurricane Beryl, Tidal Basin

began damage assessment activities for the City of Wharton, Texas within 24 hours and mobilized within 72 hours to initiate debris removal operations in service to county residents. These deployments reflect our disciplined, repeatable mobilization process and our understanding that disasters impact real people. Our priority is always to stabilize operations quickly and support recovery efforts for the communities that need it most.

Upon task order issuance, Tidal Basin initiates the following accelerated mobilization sequence:

- **Within 24 hours:** Project Manager assigned; kickoff meeting scheduled; initial coordination call conducted.
- **Within 72 hours:** Staffing plan submitted; key personnel identified and prepared for deployment.
- **Within 5–7 days:** On-site deployment begins; integration with State workflows initiated.
- **Within 14 days:** Full workflow integration complete; reporting cadence and quality control processes fully operational.
- **Within 3 weeks:** Additional personnel are placed on standby to support expanded operations or disaster-driven surges, ensuring continuity even under evolving conditions.
- **Within 4 weeks:** Staffing levels are adjusted based on workload cadence. Specialized resources are deployed as needed to support eligibility review, mitigation analysis, closeout, or other program-specific requirements.

Once mobilization is complete and operational integration is established, Tidal Basin transitions immediately into a structured project management framework designed to convert early stabilization into sustained, measurable performance. Our approach ensures that staffing, workflows, reporting, and compliance controls are aligned from the outset, enabling Nebraska to move seamlessly from activation to disciplined program delivery across Public Assistance, Individual Assistance, and Hazard Mitigation operations.

The projects summarized below reflect missions comparable in size, scope, and complexity to Nebraska’s requirements. They demonstrate our ability to partner closely with state emergency management agencies, sustain multi-year FEMA program operations, and deliver technically sound, timely, and efficient support aligned with Nebraska’s goals.

Projects Matrix

Tidal Basin Projects Matrix (Figure 6)

Project	Client	PA/IA/HMA Scope Match	Size and Complexity	Contract Value	Prime / Sub	Period of Performance	Relevance to Nebraska
COVID-19 FEMA PA, HMA, and Other Emergency Services	Michigan State Police/Emergency Management and Homeland Security Division	PA, HMA, Preparedness, Closeout, Grant Management	\$1.6B PA portfolio; 500+ PA projects; multi-program statewide support	\$9M	Prime	2018 – Present	Mirrors Nebraska’s PA/HMA staffing needs, eligibility reviews, documentation, financial reconciliation, and statewide support model

Maui Wildfire Disaster Response and Recovery Support Services	Hawai'i Emergency Management Agency	PA, IA, HMGP, Debris, Housing, Contact Center Operations, EOC Augmentation	One of the most complex disasters in Hawai'i history; 2,200 structures destroyed; ~12,000 survivors; 2,000+ right-of-entry apps; statewide multi-program recovery mission	\$50.5M	Prime	2023 – Present	Align with Nebraska's PA/IA/HMA needs, including multi-program surge staffing, housing strategy, debris oversight, right-of-entry collection, call center support, and multi-agency coordination; demonstrates capability to manage a large, high-complexity disaster with concurrent workstreams
CARES, ARPA, PA Grant Management, and COVID-19 Closeouts	Illinois Emergency Management Agency and Office of Homeland Security	PA, Closeout, Financial Reconciliation, Compliance	2,000+ closeouts; \$2B+ expenditure reviewed; 43 PA projects totaling \$715M	\$15.6M	Prime	2020 – Present	Aligns with Nebraska's PA compliance, documentation QC, audit readiness, and complex financial tracking requirements
Disaster Recovery Services (PA/IA/Housing, NCS, and PMO)	Florida Division of Emergency Management	IA, PA, Housing Programs, Mitigation Coordination, Documentation, Reporting	\$189M portfolio; multi-event PA/IA/NCS support; 17,200+ households sheltered	\$189.2M	Prime	2021 – 2026	Demonstrates rapid surge staffing, strict reporting, multi-program execution, and large-scale PA/IA operational delivery
Hazard Mitigation and Disaster Recovery	State of Alaska	PA, IA, HMGP (404/406), Mitigation, Closeout, Rural Support	26+ disasters; 100+ subrecipients; \$1.5B managed; 108,000 site inspections	\$200M	Prime	2011 – Present	Aligns strongly with PA/HMA needs, rural/subrecipient support, project formulation, QA, and long-term recovery operations

PA and HMA Technical Assistance	New York Division of Homeland Security and Emergency Services	PA, HMA/HMGP, Closeout, Appeals, PW Development	\$17.7B (Sandy) + multi-event statewide support; 1,200+ HMGP apps; 30+ disasters	\$200M	Prime	2004 – Present	High-complexity PA/HMA work, large-scale PW development, closeout, and advanced mitigation, which are directly relevant to Nebraska’s multi-program needs
FEMA STEP (Sheltering and Temporary Essential Power) Program	Puerto Rico Department of Housing	IA, Housing, PA Eligibility, Documentation, QA/QC	108,000 homes repaired; 215,000 applicants engaged; 1,500 staff mobilized	\$217M	Prime	2018 – 2019	Demonstrates surge staffing, large-scale applicant engagement, documentation QC, and program management under FEMA rules
Disaster Case Management Program	West Virginia Emergency Management Division	IA, Case Management	Managing the disaster case management for the state for two disasters	\$1.1M	Prime	2025 – Present	Demonstrates IA alignment including survivor intake, recovery plan development, coordinated referral services, and manage survivor-facing casework with compliance.

Figure 6: Tidal Basin Projects Matrix

Subcontractor Projects Matrix

ICF (Figure 7)

Project	Client	PA / IA / HMA Scope Match	Size and Complexity	Contract Value	Prime / Sub	Period of Performance	Relevance to Nebraska
State of Oklahoma Office of Risk Management and Department of Emergency Management	State of OK	FEMA PA, Grant Management, Mitigation, and HMA for Multiple Disasters	Managing three federally declared disasters for FEMA PA, Grants Management and Mitigation and HMGP Funding across all open HMA projects we've been supporting	\$1.1M	ICF, Prime	2025 – Present	Aligns with Nebraska’s PA compliance, documentation QC, audit readiness, and complex financial tracking requirements.

			GM/Closeout for: \$53,006,933.21				
State of Louisiana Office of Risk Management	State of LA	FEMA PA, Grant Management, Mitigation for Multiple Disasters	Closeout of over 8,400 FEMA projects, valued at more than \$4 billion.	\$85M	ICF, Prime	2005 - Present	Aligns with Nebraska's PA compliance, documentation QC, audit readiness, and complex financial tracking requirements.
Puerto Rico COR3 Federal Recipient	Commonwealth of Puerto Rico	FEMA PA, Grants Management, Mitigation for Multiple Disasters	Managing more than \$38B in obligations and disbursement of approximately \$13B.	\$575M	ICF, Prime	2018 – Present	Aligns with Nebraska's PA compliance, documentation QC, audit readiness, and complex financial tracking requirements.

Figure 7: ICF Project Matrix

MBI (Figure 8)

Project	Client	PA / IA / HMA Scope Match	Size and Complexity	Contract Value	Prime / Sub	Period of Performance	Relevance to Nebraska
Direct Technical Assistance to State of Nebraska and FEMA Region 7	FEMA	FEMA HMA	Direct technical assistance to multiple states including Nebraska	\$150M	Resilience Action Partners (JV Michael Baker and Ogilvy), Prime	2015 – 2025	Aligns with Nebraska HMA needs, technical assistance, FEMA compliance, and mitigation projects.

Figure 8: MBI Projects Matrix

Tidal Basin Projects – Narrative Description

Michigan State Police/Emergency Management and Homeland Security Division (EMHSD): FEMA PA, HMA, and Preparedness

Time Period of the Project: 10/2018 – Present

Work Performed As: Prime

Reference Customer Name: Captain Kevin Sweeney, State Director, Facsimile number: N/A, sweeneyk@michigan.gov | 517.719.1195

Project Description and Bidder's Responsibilities

Since 2018, Tidal Basin has supported the Michigan State Police / Emergency Management and Homeland Security Division (MSP/EMHSD) under an as-needed IDIQ contract providing FEMA PA, hazard mitigation, preparedness planning, and statewide grant management support. Task orders are issued based on evolving disaster recovery and mitigation needs, consistent with a flexible, surge-capable contract structure.

FEMA PA

Tidal Basin provided staff augmentation and technical assistance to support Recipient-level review, reimbursement processing, and closeout for multiple federally declared disasters.

During DR-4494 (COVID-19), the State of Michigan submitted more than 500 Public Assistance projects totaling over \$1.6 billion. Beginning in May 2021, Tidal Basin augmented State staff to manage the substantial project review and processing workload generated by the pandemic. Tidal Basin performed Recipient-level review of subrecipient project submissions, processed reimbursement requests, and supported project closeout activities in coordination with MSP/EMHSD. The team maintained consistent communication through weekly coordination meetings with State Public Assistance staff and provided detailed reporting and worklogs to ensure transparency, accountability, and timely progression of projects through the review and reimbursement process.

Additional disaster support included:

- **DR-4381** – 139 projects totaling \$42 million
- **DR-4547** – 139 projects totaling \$34 million
- **DR-4607** – 103 projects totaling \$40 million

Tidal Basin also supported development and implementation of Michigan's Public Assistance Grants Management system, enabling improved transparency for payment status tracking, quarterly reporting, and closeout processes.

Hazard Mitigation and Infrastructure Resilience

Tidal Basin supported statewide mitigation and infrastructure resilience initiatives coordinated through MSP/EMHSD by developing and administering a Retail Fuel Station Generator grant program designed to enhance continuity of operations during energy disruptions. As part of this effort, Tidal Basin established eligibility requirements, developed program guidance and grant materials, and evaluated applications for compliance with program criteria. The team also conducted Critical Infrastructure Generator Assessments to strengthen backup power capabilities across the state, utilizing U.S. Army Corps of Engineers emergency power assessment tools to scope data collection and facilitate on-site generator studies of state assets. In addition, Tidal Basin supported Energy Assurance Program development and created Local Energy Assurance Planning (LEAP) templates and toolkits to assist jurisdictions in developing resilience strategies. These initiatives were reinforced through facilitation of statewide stakeholder coordination committees to enhance communication and collaboration among public and private sector partners. Collectively, this work strengthened Michigan's infrastructure resilience and improved continuity of operations during emergency events.

Preparedness, Planning, and Statewide Coordination

Tidal Basin supported MSP/EMHSD in updating and developing multiple emergency management and homeland security planning documents, including:

- Pandemic Base Annex updates to ten State emergency management plans
- Michigan Department of Health and Human Services Pandemic Response Plan updates
- Threat and Hazard Identification and Risk Assessment (THIRA)

- Stakeholder Preparedness Report (SPR) for FEMA submission
- Development of Michigan's 2020–2025 Strategic Plan

Tidal Basin also facilitated and developed a comprehensive COVID-19 After-Action Report / Improvement Plan (AAR/IP), conducting 40 stakeholder interviews across 30 departments and coordinating data analysis with subject matter experts.

In March 2025, Tidal Basin provided Emergency Operations Center (EOC) support during statewide ice storm response operations, augmenting State coordination capacity during active disaster response.

Scheduled and Actual Completion Dates and Budget

This work began in 2018 under an as-needed IDIQ contract with no end date, and the client issuing task orders for evolving disaster recovery/mitigation needs. The contract has been renewed through August 2026, with all task order deliverables completed within the required timeframes. The original budget of \$5M increased to \$9M as the State expanded the scope to support long-term FEMA PA operations, COVID-19 response and recovery, statewide mitigation initiatives, and grant management needs. The anticipated contract end date is August 2026.

Similarity to Nebraska's Scope

Tidal Basin's engagement with MSP/EMHSD closely mirrors Nebraska's anticipated need for FEMA Public Assistance and Hazard Mitigation technical support delivered under a flexible, task-order-based IDIQ structure. Under a contract with no guaranteed workload, Tidal Basin integrated directly into State operations to provide staff augmentation for high-volume PA project review, reimbursement processing, and closeout while simultaneously supporting mitigation grant administration and infrastructure resilience initiatives. The team developed and supported grant management systems, administered generator and resilience-focused programs, and prepared FEMA-required THIRA and SPR submissions to maintain federal compliance and strategic alignment. In addition, Tidal Basin provided surge capacity during active disaster operations, including Emergency Operations Center support, and maintained ongoing coordination with State emergency management leadership to ensure responsiveness and operational continuity. This experience demonstrates Tidal Basin's ability to embed within a State agency, manage complex FEMA grant portfolios, administer mitigation-related initiatives, and scale resources in response to evolving disaster conditions directly aligning with Nebraska's requirement for disciplined, scalable, and technically sound disaster mitigation, preparedness, response, and recovery program support. Please see Figure 9 below for more key project highlights and services.

Key Project Highlights and Services

- Managed more than 500 FEMA PA projects totaling \$1.6B, including eligibility reviews, reimbursement processing, and closeout support.
- Developed and implemented a statewide PA grants management system to streamline documentation, compliance reviews, reporting, and payment tracking.
- Updated 10 statewide emergency management and homeland security plans and facilitated the State's THIRA, SPR, and COVID-19 After-Action Report through extensive stakeholder engagement.
- Completed Benefit-Cost Analyses and coordinated data collection and technical support for the State's BRIC, FMA, and HMGP mitigation grant applications.

Figure 9: Key Project Highlights and Services

Hawai'i Emergency Management Agency: Maui Wildfire Disaster Response and Recovery Support Services

Time Period of the Project

08/2023 – Present

Work Performed As

Prime

Reference Customer Name: James DS Barros, Administrator, Facsimile number: N/A, James.Barros@Hawaii.gov | 808.733.4300

Project Description and Bidder's Responsibilities

Tidal Basin is supporting the State of Hawai'i in response to the 2023 Maui Wildfire by providing statewide staffing, project management, technical assistance, and survivor-facing services under a recovery staffing and technical assistance contract with the Hawai'i Emergency Management Agency (HIEMA). Tidal Basin rapidly surged personnel to implement new programs, manage high-volume survivor services, and coordinate multi-agency recovery operations within FEMA's regulatory framework during a complex, high-tempo disaster environment.

FEMA PA

Tidal Basin provides end-to-end PA technical support, including development and submission of PA reimbursement requests, documentation review, eligibility analysis, cost estimation, and coordination with FEMA. The team delivers project management and executive-level advisory services to maintain regulatory compliance, accelerate project formulation, and guide policy interpretation throughout evolving recovery operations. In addition, Tidal Basin supports debris monitoring and oversight for more than 1,100 properties, ensuring compliance with federal, state, local, and cultural requirements.

IA and Survivor Services

Tidal Basin provides technical assistance in support of FEMA Individual Assistance programs, including survivor navigation, unmet needs intake, and cross-program referral coordination. The firm established and operates a high-volume contact center staffed 16 hours per day to manage inbound and outbound calls, right-of-entry (ROE) collection, eligibility support, and program guidance. Tidal Basin conducts identity verification, insurance validation, and documentation review for thousands of survivors using secure data systems to ensure program integrity and compliance.

Housing Mission (Interim and Non-Congregate Sheltering)

Tidal Basin developed both the Hawai'i State Disaster Housing Strategy and the Maui Wildfire Housing Strategy and supports implementation of statewide housing programs, including non-congregate sheltering (NCS), rental assistance, and interim housing initiatives. Through structured case reviews and coordinated placements, the team transitioned more than 3,000 survivors from non-congregate sheltering into stable intermediate housing and processed more than 1,800 housing-related applications and eligibility reviews.

Hazard Mitigation Assistance

Tidal Basin assists the State and Maui County in developing Hazard Mitigation Grant Program (HMGP) requests aligned with wildfire impacts, infrastructure resilience needs, and long-term recovery priorities. The team provides technical support to advance mitigation initiatives consistent with FEMA regulatory requirements.

Infrastructure and Debris Operations

Under the Private Property Debris Removal mission, Tidal Basin manages end-to-end right-of-entry (ROE) intake and processing activities, including in-person collection, digital intake, identity verification, and completeness review. The team processed approximately 2,100 ROE applications in less than nine months and supported debris removal totaling approximately 400,000 tons transported to the State's permanent disposal site. Tidal Basin coordinates closely with the U.S. Army Corps of Engineers and state and county partners to maintain compliance with cultural, environmental, and community standards.

Technology Systems and Reporting

Tidal Basin implemented its technology platform as the digital system of record for survivor support, ROE management, housing data, and operational reporting. The team developed customized forms, dashboards, workflows, and integrations to support eligibility reviews, case tracking, and executive-level situation awareness.

EOC Staff Augmentation and Multi-Agency Coordination

Tidal Basin provides staffing support within the State Emergency Operations Center, including logistics, planning, and coordination with federal and private-sector partners. The firm delivers executive advisory services to support client leadership in policy development, operational prioritization, and interagency coordination.

Scheduled and Actual Completion Dates and Budget

This work was performed under HIEMA's multi-year, as-needed recovery staffing and technical assistance contract, originally awarded to Tidal Basin in 2013 and re-contracted in 2020 to continue providing statewide recovery support. Prior to the Maui wildfires, the contract supported steady, moderate-scale recovery operations valued at ~\$100,000. Beginning in August 2023, HIEMA activated significant additional recovery and technology services in response to one of the most complex disasters in Hawai'i's history. These expanded mission needs resulted in several task order modifications and an increase to a cumulative not-to-exceed value of ~\$50.5M, reflecting HIEMA's evolving operational requirements and the necessity for sustained, around-the-clock support. Although the original 90-day performance period was limited in scope, HIEMA extended the period of performance through successive supplemental agreements, ultimately continuing services through June 30, 2025, to maintain continuity across debris operations, temporary housing, eligibility reviews, survivor outreach, and construction oversight. In late 2025, HIEMA re-contracted with Tidal Basin, issuing a new contract vehicle to continue long-term recovery staffing and technical assistance services with contract ending June 30, 2031. All schedule extensions and budget adjustments were initiated by HIEMA to meet mission-critical demands and were not the result of performance delays. Tidal Basin met every schedule established by HIEMA and maintained uninterrupted operational readiness across all activated workstreams.

Similarity to Nebraska's Scope

This project demonstrates Tidal Basin's ability to deliver high-volume PA/IA/HMA services, deploy surge personnel rapidly, manage complex documentation requirements, coordinate across multiple agencies, and sustain operations throughout evolving disaster conditions. Like Nebraska, Hawai'i relies on task order activation and multi-program staffing needs, including PA formulation, closeout, mitigation integration, and stringent compliance requirements. The scale, complexity, and pace of the HIEMA engagement strongly mirror Nebraska's expectations for rapid mobilization, structured workflows, and disciplined technical execution. Please see Figure 10 below for more key project highlights and services.

Key Project Highlights and Services

- Supported 15 major disaster declarations over an 11-year period, providing statewide FEMA PA, debris, housing, IA, and recovery program management for more than \$4.3 billion in disaster funding.
- Delivered comprehensive response and recovery support for the 2023 Maui Wildfires, including PA, IA, debris management, survivor services, housing program development, and PMO operations.
- Implemented survivor data systems to manage ROE collection, housing casework, and unmet needs coordination across state and county partners.
- Provided FEMA PA formulation, debris operations guidance, 428 Alternative Procedures support, mitigation project assistance, and closeout services across multiple disaster declarations in Hawai'i.
- Transitioned more than 3,000 individuals from NCS to longer term, more stable interim housing.

Figure 10: Key Project Highlights and Services

Alaska Division of Homeland Security and Emergency Management: Disaster Recovery Support Services

Time Period of the Project

2011 – Present

Work Performed As

Prime

Reference Customer Name

Bryan Fisher, Director of the Division of Homeland Security and Emergency Management, Facsimile number: N/A, b.fisher@alaska.gov | 907.240.6043

Project Description and Bidder's Responsibilities

Since 2011, Tidal Basin has supported the State of Alaska Division of Homeland Security and Emergency Management across more than 26 federal and state disaster declarations, including severe winter storms, earthquakes, flooding, wildfires, landslides, straight-line winds, and coastal events. Under current and prior contracts, Tidal Basin provides comprehensive PA, IA, and HMGP staffing and technical support, including program administration, field operations, closeout, mitigation planning, and grants management.

Alaska's disaster environment is uniquely complex due to remote and rural subrecipients, logistical deployment challenges, and the existence of state-led IA/PA programs that operate independently of federal declarations. Tidal Basin has successfully integrated FEMA and state-administered program requirements to ensure regulatory compliance, maximize funding, and expedite recovery across both federally and state-declared disasters. Tidal Basin works collaboratively with local governments, tribal entities, and rural jurisdictions to build subrecipient capacity, ensure understanding of eligibility requirements, and strengthen documentation practices to reduce audit risk.

PA Program Administration

Tidal Basin supports Alaska's federally and state-declared PA programs by facilitating FEMA grant approvals and fund transfers to applicants. Our team has assisted with:

- Development, documentation, and management of 125 PA/IA projects totaling \$134.18M.
- Simultaneous management of nine concurrent disaster recovery portfolios totaling \$669M in PW value.
- Support to 100 construction projects totaling \$121M, including seismic retrofits, stream bank restoration, erosion control, flood protection, drainage improvements, fuels reduction, and avalanche hazard mapping.

Our staff conduct site inspections, develop detailed scopes of work and cost estimates, photograph and document damages, and submit required documentation through FEMA Grants Portal and EMMIE systems. We provide technical support for 406 mitigation integration within PA projects and ensure audit-ready documentation through project formulation and closeout

Individual Assistance

Tidal Basin supports both FEMA-declared and state-administered IA programs. Alaska's state-led IA/PA programs allow assistance regardless of federal declaration, requiring strict administrative plan compliance and careful funding coordination.

Our team has:

- Supported registration, planning, verification, estimation, and applicant case management.
- Distributed ~\$3.5M in IA funding during AK-4122 Flooding.
- Re-engineered IA program processes (AK-236, AK-237, AK-238, AK-278, AK-290, AK-296) to increase available funding while reducing State cash outlay.

- Provided staffing for FEMA PA program offices, field operations, and administrative coordination.
- Supported rural and underserved communities with limited administrative capacity.

During the recent October 2025 Typhoon Halong event, Tidal Basin partnered with the State of Alaska Division of Homeland Security and Emergency Management to deliver comprehensive recovery and survivor support services under compressed operational timelines. The team provided sheltering and transition assistance to 207 households, representing 793 individuals, and successfully transitioned survivors from congregate shelters to hotel placements and ultimately into temporary housing solutions. Tidal Basin established and operated a 24-hour Contact Center to manage survivor inquiries, intake, and case coordination while deploying field-based case managers to provide individualized recovery navigation and documentation support. To strengthen operational coordination, Tidal Basin embedded liaison staff within both the State Emergency Operations Center and the Joint Field Office, enhancing communication between state and federal partners. The team also led the Unmet Needs Working Group and Housing Task Force, aligning resources, prioritizing housing strategies, and ensuring continuity of care. Personnel were rapidly scaled and deployed on short notice to meet evolving operational requirements, demonstrating surge capacity, interagency coordination capability, and disciplined program execution in a high-tempo disaster environment.

HMGP Administration

Since 2019, Tidal Basin has supported Alaska's HMGP portfolio with application development, benefit-cost analysis, grants management, financial reimbursement, procurement compliance, and closeout.

Key accomplishments include:

- Development of over \$140M in HMGP project applications.
- Management of more than \$40M in active mitigation projects.
- Administration of fourteen 5% initiative projects totaling \$3.4M (generators and warning sirens).
- Planning support for a 7% initiative mitigation plan update (\$180K).
- Augmentation of DR-4413 with three full-time HMGP specialists reviewing 50+ intents to apply and managing approved projects through closeout.

Scheduled and Actual Completion Dates and Budget

Since 2011, Tidal Basin has supported the State of Alaska Division of Homeland Security and Emergency Management under multiple successive contract vehicles and associated task orders structured to provide disaster recovery and hazard mitigation staffing on an as-needed basis. Originally procured to support response and recovery operations across federally and state-declared disasters, the engagement has expanded in scope and scale as disaster activity increased statewide. Through more than 26 disaster declarations, individual task orders have varied in duration and funding level depending on operational requirements, with cumulative task order and contract values exceeding \$200 million. These increases reflect Alaska's evolving recovery needs and reliance on Tidal Basin's scalable staffing and technical capabilities across PA, IA, and HMA programs.

All schedule extensions and budget modifications were initiated by the State to address mission-driven demands, expanded recovery operations, and sustained mitigation activities and not as a result of contractor performance delays. Our current contract ends January 1, 2027. Throughout this long-term engagement, Tidal Basin has consistently met established deliverable timelines, maintained continuity across concurrent disasters, and supported both legacy closeouts and new declarations without interruption. This sustained performance demonstrates operational efficiency, disciplined program management, and the ability to scale resources responsively in alignment with Alaska's requirements.

Similarity to Nebraska's Scope

Tidal Basin's long-standing engagement with the State of Alaska directly aligns with Nebraska's requirements for flexible, task-order-based disaster recovery and hazard mitigation support. Similar to Nebraska's anticipated contract structure, Alaska's recovery environment requires scalable staffing across PA, IA, and HMA programs, rapid mobilization following disaster declarations, disciplined documentation practices, and sustained technical assistance for rural and capacity-constrained

subrecipients. Tidal Basin has demonstrated the ability to concurrently manage large PA portfolios, administer mitigation programs inclusive of benefit-cost analysis and closeout, and provide structured eligibility review, cost estimation, and compliance oversight consistent with FEMA regulatory requirements. Our experience integrating 406 mitigation within PA projects, supporting HMGP application development and project implementation, managing grant requirements, conducting site inspections, and maintaining audit-ready closeout files reflects the same operational rigor Nebraska seeks under this solicitation. Furthermore, our capacity to surge personnel, embed staff within state operations centers, support federal coordination, and sustain multi-disaster operations over extended performance periods mirrors Nebraska's expectation for responsive, technically sound, and performance-driven disaster recovery staffing support. Please see Figure 11 below for more key project highlights and services.

Key Project Highlights and Services

- Supported over 1,700 FEMA PA projects totaling \$866 million, providing application development, eligibility reviews, BCAs, site inspections, financial tracking, and closeout support.
- Developed \$140 million in HMGP applications and supported \$40 million in awarded mitigation projects involving seismic retrofits, flood protection, streambank restoration, fuel reduction, and avalanche mapping.
- Conducted risk evaluations and technical documentation to support hazard-specific mitigation strategies and engineering-driven project development.
- Delivered statewide capacity-building through incident management training, recovery framework development, IA program guidance, and updates to hazard mitigation and recovery strategies.
- For Typhoon Halong Non-Congregate Sheltering program, to date Tidal Basin has housed 340 individuals in non-congregate shelters and delivered 108,388 meals to disaster survivors.

Figure 11: Key Project Highlights and Services

Subcontractor Projects

Louisiana Office of Risk Management: FEMA PA, Grant Management, Mitigation for Multiple Disasters

Time Period of the Project

2005 – Present

Work Performed As

ICF, Prime

Reference Customer Name

Marsha Pemble, Interim State Risk Director, Facsimile number: N/A, marsha.pemble@la.gov | 225.342.8500

Project Description and Bidder's Responsibilities

ICF has supported the Louisiana Office of Risk Management (ORM) since 2005 in providing FEMA PA, grant management, mitigation integration, and disaster recovery technical services across multiple federally declared disasters. Louisiana has experienced numerous large-scale events, including Hurricanes Katrina, Rita, Gustav, Ike, Isaac, Harvey, Barry, Laura, Delta, Zeta, Ida, and significant flood events. Under this long-term engagement, ICF has worked alongside more than 200 state agencies to maximize federal recovery funding and maintain compliance with FEMA program requirements.

PA, Problem Resolution, and Funding Maximization

ICF has provided comprehensive PA lifecycle support, including project formulation, eligibility review, insurance and risk management coordination, consensus-based code compliance, Section 406 hazard mitigation integration, grant management, and closeout reconciliation. The firm has supported closeout activities for more than 8,435 FEMA projects valued at over \$4

billion. These projects span a diverse infrastructure portfolio including prisons, hospitals, universities, water control facilities, transportation infrastructure, and state-owned facilities, requiring deep subject matter expertise across permanent work categories and complex compliance requirements.

ICF has demonstrated specialized experience in supporting the Louisiana Department of Transportation and Development (LADOTD) under 14 federally declared disasters, managing more than 70 FEMA project worksheets totaling approximately \$11 million. Responsibilities included temporary and permanent repairs, alternate and improved projects, emergency protective measures, and integration of Section 406 hazard mitigation measures.

Following Hurricane Gustav, FEMA initially approved only \$2 million of ServiceMaster-related costs due to procurement and invoicing concerns. ICF engaged directly with FEMA, GOHSEP, and state agencies to develop and implement an acceptable scope validation and cost reconciliation methodology. This process resulted in FEMA's approval and obligation of \$57.4 million. ICF submitted more than 200 requests for funding and completed closeouts for more than 100 project worksheets, demonstrating technical expertise in eligibility resolution, cost validation, and compliance negotiation.

Scheduled and Actual Completion Dates and Budget

ICF has been under contract with the Louisiana Office of Risk Management since 2005, supporting more than fourteen federally declared disasters over nearly two decades of continuous recovery operations. Originally procured to provide FEMA Public Assistance and mitigation support services, ICF has been re-procured through subsequent contract vehicles as a result of sustained performance, technical expertise, and demonstrated value to the State. As additional disasters have occurred, Louisiana has issued task orders for expanded support and assistance, reflecting the State's reliance on ICF's ability to scale operations in response to evolving recovery needs. Over time, the scope and scale of services have increased significantly to address recurring disaster activity, complex compliance requirements, and large-volume project closeouts.

From 2005 to present, the total contract value has grown to approximately \$85 million. This expansion reflects the State's continued confidence in ICF's performance rather than performance-related extensions. Throughout this long-term engagement, ICF has consistently met deliverable timelines, maintained operational continuity across concurrent disaster events, and provided disciplined grant management and compliance oversight. This sustained performance demonstrates operational efficiency, structured program management, and the ability to scale staffing and technical services in alignment with disaster-driven demand. This contract remains ongoing. ICF remains a trusted recovery partner to the State of Louisiana.

Similarity to Nebraska's Scope

ICF's experience with the Louisiana ORM directly aligns with Nebraska's requirement for scalable FEMA Public Assistance technical support under a task-order-based structure. The engagement demonstrates extensive experience in project formulation, eligibility review, Section 406 hazard mitigation integration, insurance coordination, compliance audits, disaster reconciliation, and large-scale closeout management across multiple concurrent disasters. ICF's ability to rapidly deploy staff, manage high-volume project portfolios, resolve complex eligibility disputes, and maximize federal funding mirrors Nebraska's need for disciplined, technically proficient support for PA and mitigation programs under evolving disaster conditions. Please see Figure 12 below for more key project highlights and services.

Key Project Highlights and Services

- Provided closeout support for more than 8,435 FEMA projects valued at more than \$4 billion.
- Completed 7,000 projects.
- Collaborated with over 200 state agencies.
- Supported over 14 federally declared disasters.

Figure 12: Key Project Highlights and Services

Oklahoma Office of Risk Management (ORM) and Department of Emergency Management (OEM): FEMA PA, Grant Management, Mitigation for Multiple Disasters

Time Period of the Project

2024 – Present

Work Performed As

ICF, Prime

Reference Customer Name

John Dean, Chief Operations Officer, Facsimile number: N/A, john.dean@oem.ok.gov | 405.521.2481

Project Description and Bidder's Responsibilities

ICF is supporting the Oklahoma Office of Risk Management (ORM) and the Oklahoma Department of Emergency Management (OEM) under a contract that enables ICF to provide administrative and technical support services across FEMA PA grants management, and HMA programs. Since 2024, ICF has been awarded three task orders under this contract vehicle, supporting multiple federally declared disasters and statewide mitigation initiatives.

PA

ICF is supporting FEMA PA recovery efforts associated with three federally declared disasters (DR-4862, DR-4776, DR-4721) involving severe storms, straight-line winds, tornadoes, and flooding. Responsibilities include identifying and documenting eligible damages, developing scopes of work, managing grants to ensure timely obligation of funds, and maintaining compliance with federal requirements. ICF reconciles final documentation and expenditures to support closeout activities and federal audit and oversight reviews. The team works closely with FEMA and remediation contractors to validate completed work and ensure damages are accurately documented. Current activities include facilitating project documentation to support FEMA obligation, coordinating additional site inspections with OMES and FEMA, and preparing to transition projects into the reimbursement phase.

HMA

ICF is providing comprehensive mitigation technical assistance to OEM to strengthen administration of FEMA HMA programs, including HMGP. The team has overhauled the HMGP sub-application intake and review process to enhance competitiveness, standardize evaluation criteria, and accelerate funding distribution. ICF supports project selection, BCA compliance review, and mitigation planning activities. To build sustainable internal capacity, ICF develops standard operating procedures, delivers staff training, and provides hands-on technical assistance to ensure OEM can adapt to evolving federal mitigation priorities and regulatory requirements.

Scheduled and Actual Completion Dates and Budget

The contract period began in 2024 and remains active expiring in 2029. Through three task orders issued to address expanded disaster recovery and mitigation needs, the scope and timeline have increased total budget to \$1.1M; however, ICF has remained within approved budget parameters while meeting all required deliverables.

Similarity to Nebraska's Scope

ICF's work with Oklahoma ORM and OEM directly aligns with Nebraska's requirement for FEMA Public Assistance and Hazard Mitigation technical support under a flexible, task-order-based structure. The engagement demonstrates experience in PA damage documentation, scope development, grants management, and closeout preparation, as well as comprehensive HMGP technical assistance including BCA, compliance review, and process improvement. ICF's ability to strengthen state mitigation programs, build internal capacity through SOP development and training, and coordinate directly with FEMA mirrors Nebraska's

need for scalable, technically sound support across PA and HMA programs under evolving disaster conditions. Please see Figure 13 below for more key project highlights and services.

Key Project Highlights and Services

- Supporting three federally declared disasters across FEMA PA, HMA, mitigation, and grant management.
- Supporting grant management and closeout for \$53 million.

Figure 13: Key Project Highlights and Services

FEMA: Direct Technical Assistance to State of Nebraska and FEMA Region 7

Time Period of the Project

2015 – 2025

Work Performed As

Resilience Action Partners (JV Michael Baker and Ogilvy), Prime

Reference Customer Name

Peter Herrick, Jr., Branch Chief, Communications Strategy Branch, FEMA, Facsimile number: N/A, Peter.HerrickJr@fema.dhs.gov | 202.212.7469

Project Description and Bidder's Responsibilities

MBI provided direct technical assistance under the FEMA CERC contract. From 2023 to 2025, Michael Baker International (MBI), as the managing partner of Resilience Action Partners, delivered comprehensive Direct Technical Assistance (DTA) under FEMA's Building Resilient Infrastructure and Communities (BRIC) program. Under this task order, MBI provided strategic hazard mitigation and resilience support to states and local communities to strengthen mitigation capacity, advance priority infrastructure projects, and improve long-term disaster preparedness.

HMA

MBI delivered end-to-end mitigation technical assistance, including mitigation planning support, risk and needs assessments, project scoping and prioritization, grant application development, BCA, environmental and historic preservation coordination, and technical feasibility evaluations. These services were designed to enhance jurisdictions' ability to develop competitive BRIC applications, align projects with FEMA mitigation priorities, and navigate complex federal programmatic and compliance requirements.

In Nebraska specifically, MBI's BRIC DTA team provided targeted technical support to the Village of Platte Center to advance community flood mitigation initiatives and support levee system accreditation efforts. MBI collaborated with local officials to refine project concepts, assess risk reduction strategies, and align technical documentation with FEMA standards. This engagement positioned the community for future mitigation funding opportunities and strengthened long-term flood resilience capacity within the State.

Scheduled and Actual Completion Dates and Budget

The BRIC Direct Technical Assistance effort was delivered from 2023 through 2025 under FEMA's Community Engagement and Risk Communications (CERC) contract, a \$150M+ contract vehicle spanning 2015 to 2025. Work performed in FEMA Region 7, including Nebraska, was completed on time and within budget in accordance with federal contract requirements.

Similarity to Nebraska's Scope

This engagement directly aligns with Nebraska's requirement for Hazard Mitigation Assistance technical services. MBI provided mitigation planning support, project prioritization, BCA development, grant application strategy, and federal compliance

guidance, which are all core functions identified within Nebraska’s HMA scope. The work demonstrates the ability to support both state and local jurisdictions in strengthening mitigation programs, advancing competitive funding submissions, and implementing technically sound, FEMA-aligned resilience initiatives. Because this assistance was delivered on behalf of FEMA and in coordination with Nebraska communities, it reflects an in-depth understanding of FEMA policy, BRIC program requirements, and Region 7 mitigation priorities relevant to the State. Please see Figure 14 below for more key project highlights and services.

Key Project Highlights and Services

- Provided FEMA technical assistance for hazard mitigation in Nebraska

Figure 14: Key Project Highlights and Services

1.9	<p>SUBCONTRACTORS</p> <p>If the awarded bidder(s) intends to subcontract any part of its performance hereunder, the awarded bidder(s) should provide:</p> <ol 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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MBI

Name, Address, and Telephone Number

Michael Baker International (MBI)

200 West Adams Street, Chicago , IL 60606
312-707-8770

Specific Tasks

MBI shall support staff augmentation for certain roles, including PA technical assistance liaison, hazard mitigation technical assistance liaison, and HMA benefit-cost analysis specialist.

Percentage of Performance Hours Intended for Subcontract

Percentage of Performance Hours Intended for subcontract will be determined at task order.

ICF

Name, Address, and Telephone Number

ICF Incorporated L.L.C. (ICF)

1902 Reston Metro Plaza, Reston, VA 20190
(703) 225-2965

Specific Tasks

ICF will support staff augmentation for certain roles including HMA benefit-cost analysis specialist, environmental and historical preservation support, insurance, and appeals specialist.

Percentage of Performance Hours Intended for Subcontract

Percentage of Performance Hours Intended for subcontract will be determined at task order.

The total percentage of subcontractors performance hours for both subcontractors will be determined at task order.

TECHNICAL RESPONSE

Describe bidder's process for providing PA technical services.

2.1

The bidder should address the following:

- i. Bidder's process for reviewing projects for sub-recipients not yet obligated by FEMA
- ii. Bidder's process for reviewing projects for sub-recipient(s) after obligation to ensure eligible payments made to sub-recipient(s) and smooth closeout process
- iii. Bidder's process for working with sub-recipients to ensure needs of project are met (Please provide at least one narrative description of previous work with a sub-recipient)

Response:

Tidal Basin provides comprehensive Public Assistance (PA) technical services designed to support Nebraska as it manages multiple disasters across various phases of recovery, from project formulation through final closeout. Our approach is grounded in partnership where we will work alongside the Nebraska Emergency Management Agency (NEMA) and its subrecipients to strengthen compliance, accelerate eligible reimbursement, and reduce administrative and audit risk.

With decades of experience supporting PA programs nationwide, Tidal Basin brings structured, repeatable processes that remain adaptable to Nebraska's evolving disaster environment. This approach allows Nebraska to maintain continuity across

overlapping disasters while ensuring that subrecipients receive timely guidance, eligible funding, and consistent support throughout the PA lifecycle (Figure 15 below).

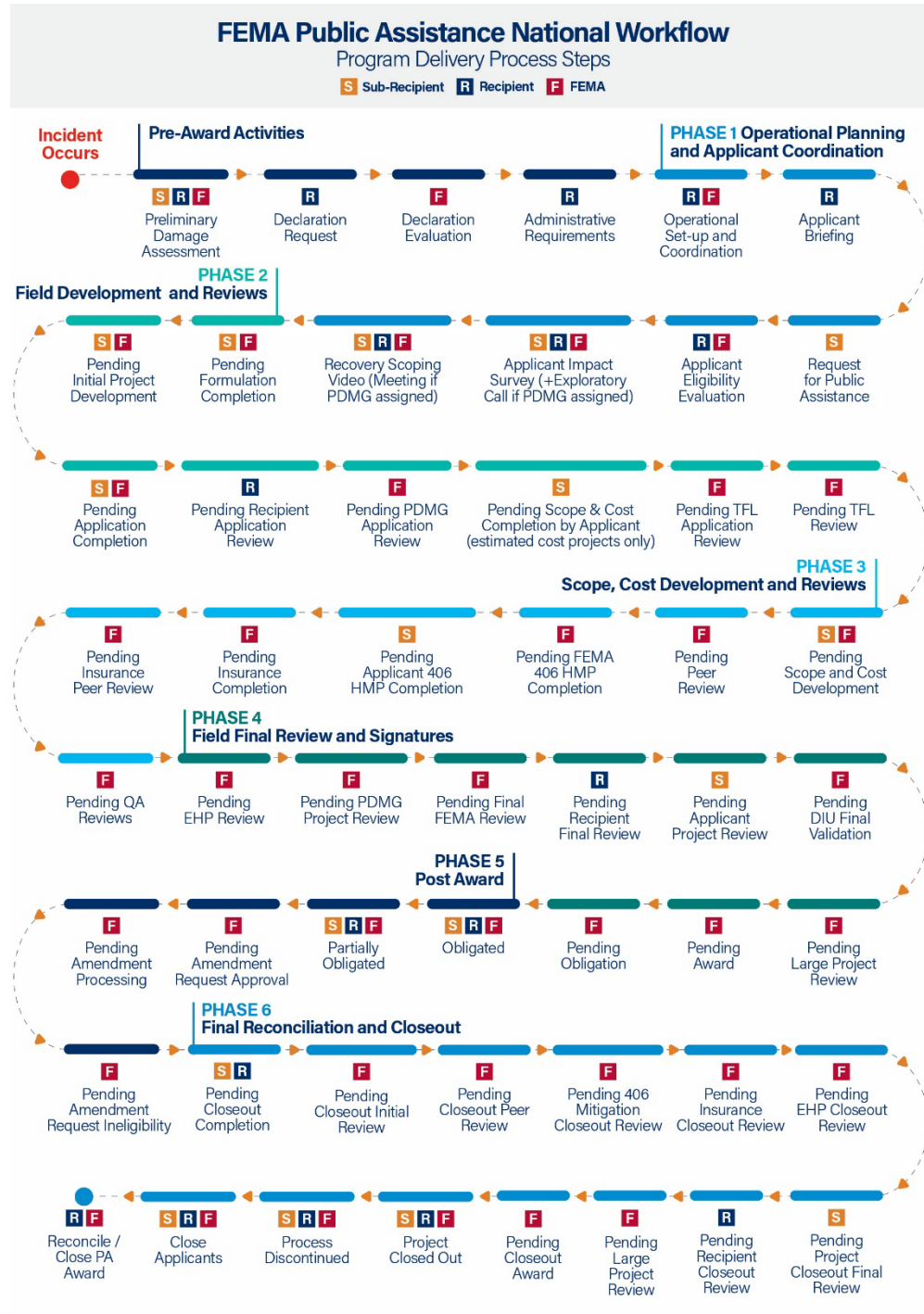


Figure 15: FEMA PA National Workflow

Tidal Basin's delivery model is fully aligned with FEMA's Public Assistance National Workflow and Program Delivery Process. Our teams have implemented this lifecycle across hundreds of federally declared disasters, supporting applicants and recipients through operational coordination, eligibility review, scoping and costing, obligation, amendments, and closeout. By applying a

structured, repeatable framework refined across our national portfolio, we help Nebraska maintain consistency across multiple active disasters, reduce administrative bottlenecks, and position subrecipients for timely obligation and successful, audit-ready.

i. Review of Projects Prior to FEMA Obligation

Prior to FEMA obligation, Tidal Basin supports Nebraska and its subrecipients through a disciplined project review and formulation process focused on maximizing eligibility and minimizing downstream delays. Our pre-obligation review emphasizes intentional project design, early issue identification, and FEMA-aligned documentation.

Key elements of this process include:

- **Eligibility Review:** Tidal Basin reviews proposed projects, including Alternate and Improved Projects, to confirm alignment with FEMA PA eligibility requirements, applicable statutes, and program guidance. This review helps Nebraska and its subrecipients identify the eligible scope, avoid ineligible costs, and position projects for efficient FEMA review. We analyze current program data for areas of improvement and recommend practical solutions. We also implement program-wide training on changing policy and documentation requirements so that subrecipients are properly equipped to manage updates.
- **Damage Documentation and Scope Development:** We assist subrecipients in developing complete damage descriptions and dimensions (DDD) and clear, FEMA-compliant scopes of work (SOWs). Supporting documentation, including photographs, site data, force account records, and contracts, is organized in a consistent format to support Nebraska's oversight and FEMA's validation.
- **Cost Estimating and Project Formulation:** Our cost estimators prepare FEMA-compliant cost estimates using approved methodologies and industry-standard tools. We evaluate design maturity, identify scope or cost gaps, and confirm that estimates reflect eligible work, applicable codes and standards, and appropriate contingencies. Please see Figure 16 as an example of Tidal Basin's efforts.
- **Mitigation and Compliance Integration:** Where applicable, we evaluate opportunities for Section 406 hazard mitigation and coordinate the early consideration of environmental and historic preservation (EHP), insurance, and procurement requirements. By addressing these factors up front, we reduce rework and support smoother obligations for Nebraska's PA projects.

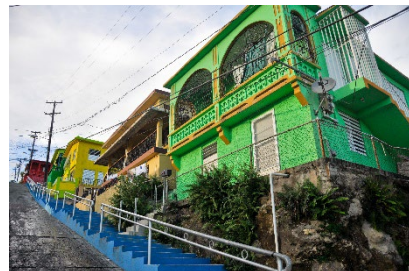
Tidal Basin's proactive, collaborative process supports timely FEMA obligation and positions Nebraska's subrecipients for successful project implementation.

ii. Post-Obligation Review, Payment, and Closeout Support

Following FEMA obligation, Tidal Basin continues to support Nebraska and its PA subrecipients through project implementation, reimbursement, and closeout. Our post-obligation process emphasizes financial integrity, documentation discipline, and continuous oversight to support eligible payments and timely closeout.

Our post-obligation support includes:

- **Reimbursement and Financial Review:** Tidal Basin assists subrecipients with requests for reimbursement (RFRs), reviewing expenditures to confirm alignment with the approved scope, budget, and FEMA requirements. We support cost reconciliation, insurance adjustments, and management cost tracking to help Nebraska preserve eligibility and reduce audit risk.



Professionalism: Complex PA Formulation at Scale for the Puerto Rico Electric Power Authority

We formulated and submitted **89 closeout-ready Project Worksheets totaling over \$11 billion in Public Assistance funding**. These submissions included complex permanent work and Section 406 hazard mitigation scopes and met FEMA's strict requirements for cost reasonableness, scope clarity, and eligibility.

Figure 16: Professionalism Example

- **Ongoing Compliance Monitoring:** We monitor project progress against approved scopes and timelines, helping Nebraska identify scope changes, delays, or compliance risks early. When changes are necessary, we assist with FEMA-compliant amendments and supporting documentation. We ensure compliance with federal regulations, including the Stafford Act and National Flood Insurance Act (NFIA).
- **Procurement and Documentation Review:** Our team reviews procurement actions, contracts, and supporting records for compliance with federal requirements, helping Nebraska and subrecipients avoid disallowed costs during audits or closeout.
- **Closeout Preparation and Execution:** Tidal Basin supports final inspections, documentation assembly, financial reconciliation, and submission of complete closeout packages. This structured approach will help Nebraska close projects efficiently while maintaining audit-ready records.

This disciplined post-obligation support will help Nebraska manage long-duration PA grants while maintaining consistency and accountability across multiple active disasters. Please see Figure 17 as an example of Tidal Basin’s efforts.

Efficiency: Structured Post-Obligation Oversight in Alaska

In Alaska, Tidal Basin managed more than 1,700 FEMA Public Assistance Project Worksheets totaling \$866.4 million, providing structured post-obligation monitoring, financial reconciliation, and audit-ready documentation from project initiation through final closeout. Our team implemented standardized cost review protocols, real-time tracking tools, and disciplined compliance oversight to maintain alignment with approved scopes, federal regulations, and reimbursement requirements.

This approach enabled the State to maintain consistency across concurrent disasters, support timely reimbursement to subrecipients, and close projects with full documentation integrity and no audit findings. Nebraska will benefit from the same structured, transparent, and efficiency-driven post-obligation model that reinforces state oversight while strengthening subrecipient capability.

Figure 17: Efficiency Example

iii. Subrecipient Support and Collaboration

Tidal Basin’s PA technical services are centered on direct, consistent collaboration with Nebraska’s subrecipients, recognizing that effective recovery depends on a strong, informed, and supported network of local governments, eligible nonprofits, and partner organizations. Our approach reflects NEMA’s guiding principle that emergency management is a dynamic, mutually beneficial, and inclusive system of shared responsibility, where success is achieved through coordination, accountability, and collective problem-solving across all phases of disaster recovery.

Working alongside NEMA, Tidal Basin engages subrecipients early and maintains continuous engagement throughout the PA lifecycle to ensure that project needs are clearly understood, accurately documented, and addressed in a manner that aligns with FEMA requirements. At project initiation, we conduct structured onboarding meetings to clarify roles, documentation expectations, eligibility requirements, procurement standards, and milestone timelines. We take a collaborative, capacity-building approach, meeting subrecipients where they are, understanding their operational constraints, and tailoring our technical assistance to their level of experience and available resources. Tidal Basin ensures that subrecipients are not only supported on individual projects but are better positioned to manage current and future recovery efforts. We collaboratively assist subrecipients in both developing and reviewing Project Worksheets (PWs).

Our team facilitates regular coordination and information-sharing among subrecipients, NEMA, and FEMA to promote transparency, alignment, and timely issue resolution. We establish a defined communication cadence that includes recurring status meetings, milestone tracking updates, and standardized reporting formats to ensure consistent visibility into project progress. Through structured coordination meetings, clear communication protocols, and defined points of contact, Tidal Basin helps ensure that eligibility considerations, compliance requirements, documentation standards, and project milestones are consistently understood across jurisdictions.

To support accountability, Tidal Basin implements milestone-based tracking tools that monitor documentation submissions, procurement reviews, reimbursement requests, and closeout benchmarks. When deadlines are at risk, our team provides written

reminders, technical guidance, and targeted assistance to resolve barriers. If deficiencies or compliance concerns are identified, we document the issue, outline corrective actions, and promptly notify NEMA program leadership with recommended next steps. We track corrective actions through resolution and provide routine progress updates to ensure the State remains fully informed of risks, delays, or emerging challenges.

When complex eligibility, procurement, or documentation challenges arise, we work collaboratively with subrecipients and coordinate with FEMA to identify compliant, practical solutions that support project success while protecting Nebraska's oversight and audit responsibilities. Additionally, our specialized team is prepared to provide technical assistance to subrecipients on appeals processes and Preliminary Damage Assessment (PDA) requirements.

This approach is informed by Tidal Basin's experience supporting subrecipients nationwide—we have worked directly with many local jurisdictions and nonprofits to formulate, implement, and close PA projects, often while managing multiple concurrent disasters. In these engagements, Tidal Basin provided hands-on technical assistance with damage documentation, scope development, cost estimating, procurement compliance, reimbursement requests, and closeout documentation, serving as a trusted technical partner and advocate throughout the recovery process.

By emphasizing collaboration, accountability, and knowledge transfer, Tidal Basin's subrecipient support model strengthens Nebraska's statewide recovery system. Our work helps uplift subrecipients, reinforce consistent program implementation, and build a more resilient Nebraska where all partners understand their roles, share responsibility, and are equipped to deliver compliant, effective recovery outcomes.

Representative Subrecipient Support Experience

Across multiple disaster recovery programs nationwide, Tidal Basin has supported subrecipients in formulating, implementing, and closing Public Assistance projects, often while managing multiple concurrent disasters and supporting capacity-constrained entities. In these engagements, our role extends beyond technical compliance. We work collaboratively with subrecipients to understand their operational realities, translate FEMA requirements into actionable steps, and build internal capacity that supports both immediate recovery and long-term resilience. Our experience aligns with NEMA's guiding principle of a shared, inclusive emergency management system, where all partners are equipped to contribute to successful outcomes.

Puerto Rico Electric Power Authority (PREPA) – FEMA PA Support

Tidal Basin supported PREPA in developing and submitting 89 closeout-ready Project Worksheets totaling more than \$11 billion in Public Assistance funding. Our team worked closely with the subrecipient to navigate complex permanent work projects and payments, as well as Section 406 hazard mitigation scopes, ensuring that each project met FEMA's eligibility, scope clarity, and cost reasonableness requirements. Through structured coordination, hands-on technical assistance, and disciplined documentation review, we helped PREPA move large, technically complex projects toward obligation and closeout while strengthening the subrecipient's understanding of FEMA expectations and compliance standards.

New York City Housing Authority (NYCHA) – FEMA PA Alternative Procedures Pilot Program

In partnership with the State, Tidal Basin supported NYCHA in managing the \$3.2 billion FEMA PA Alternative Procedures Pilot Program, guiding the subrecipient through project development, construction, payment, and closeout across 33 complex infrastructure projects. Our team worked directly with NYCHA staff to align project scopes, budgets, and schedules with FEMA requirements, while providing continuous technical guidance to support compliance and efficiency. These projects improved storm surge protection for flood-vulnerable communities, demonstrating how coordinated subrecipient support can advance both recovery and long-term resilience objectives.

Florida Colleges and Universities – FEMA PA Category B Support

Tidal Basin supported multiple colleges and universities in Florida as subrecipients under FEMA's Public Assistance program by providing hands-on technical assistance with Category B project applications, reimbursement requests, and closeout activities. We guided each applicant through FEMA Grants Portal submissions, reviewed documentation for eligibility and completeness, tracked project status, and supported closeout. Throughout the engagement, Tidal Basin maintained continuous communication between subrecipients and the State, helping ensure that reimbursements met FEMA requirements and were positioned to withstand future audits. This approach helped subrecipients unfamiliar with FEMA processes successfully navigate PA requirements while strengthening statewide oversight.

California Wildfire Recovery – Private Nonprofit Schools

Following catastrophic wildfires, Tidal Basin supported three private nonprofit educational institutions many of which were navigating federal disaster funding for the first time through FEMA's PA process. Our team worked closely with school administrators to reassess FEMA's initial cost estimates and pursue Section 428 Alternative Procedures, enabling the schools to rebuild facilities that better met community needs. By developing comprehensive, code-compliant cost estimates and guiding the schools through procurement, documentation, and interim facility cost tracking, Tidal Basin helped secure significantly increased eligible funding while empowering subrecipients with the knowledge and tools to manage future recovery efforts.

Maui Wildfires – Rebuilding a Floodplain School for Resilience

Tidal Basin supported local education leaders in navigating FEMA PA to rebuild an elementary school that was destroyed in the 2023 Maui Wildfires. Our team collaborated directly with the subrecipient to develop a comprehensive, code-compliant cost estimate that addressed elevation, floodplain, and wind requirements that were not reflected in FEMA's initial estimate. In parallel, we provided strategic guidance to align insurance proceeds with FEMA eligibility rules to avoid duplicating benefits and maximize available funding. This coordinated approach supported a compliant funding strategy while enabling the school to rebuild safer, more resilient facilities.

Tennessee Emergency Management Agency (TEMA) – Embedded Subrecipient Support

Tidal Basin has supported TEMA by embedding experienced PA personnel to provide direct, on-the-ground assistance to local subrecipients across multiple disaster events. Our team conducted outreach, supported Requests for Public Assistance, participated in site inspections and recovery scoping meetings, reviewed FEMA Grants Portal submissions, and assisted with responses to FEMA requests for information and appeals. By working directly with applicants and TEMA staff, Tidal Basin helped subrecipients navigate FEMA requirements more effectively while reinforcing the State's oversight and coordination role.

Please see Figure 18 as another example of Tidal Basin's FEMA PA work serving subrecipients and strengthening capacity.



Community: Strengthening Local PA Capacity in Pike County, Kentucky

Following the March 2025 flooding events, Tidal Basin partnered with Pike County, Kentucky to provide end-to-end FEMA Public Assistance grant management support, embedding specialized personnel to strengthen the County's recovery capacity without requiring long-term workforce expansion.

Our team worked alongside County leadership to identify 1,241 damages, issue 134 work orders, and advance 181 projects through FEMA's Grants Portal, providing disciplined project formulation, compliance oversight, debris coordination, and closeout preparation. By breaking complex FEMA requirements into structured, manageable workflows, we enabled the County to scale operations quickly, protect funding eligibility, and avoid costly audit findings while maintaining forward momentum under high-volume recovery conditions.

This engagement reflects the same capacity-building approach we will bring to Nebraska to augment local capability, reinforce state oversight, and strengthen emergency management systems through structured PA expertise and responsive staffing support.

Figure 18: Community Example

Experienced PA Personnel

Tidal Basin's PA technical services are delivered by a team of experienced PA professionals, policy specialists, engineers, cost estimators, financial analysts, and grant managers with extensive experience supporting FEMA PA programs nationwide. Our personnel are accustomed to operating within State-led recovery environments and integrating seamlessly with agency staff to support Nebraska's recovery goals.



Figure 19: Ryan Buras

Ryan Buras (Figure 19) brings more than 20 years of executive leadership in FEMA disaster recovery, including serving as Senior Advisor to FEMA’s Office of Recovery Public Assistance and Deputy Director for the California Governor’s Office of Emergency Services. He has overseen more than \$10 billion in state-administered grant programs, managed declaration requests and appeals, and contributed to national FEMA policy and program reforms impacting billions in federal disaster funding. Ryan offers Nebraska federal-state perspective, ensuring evolving FEMA guidance is interpreted accurately, funding opportunities are maximized, and program integrity is maintained across all phases of recovery.



Figure 20: Greg Szymanski

Greg Szymanski (Figure 20) brings more than 20 years of senior emergency management and FEMA Public Assistance leadership, having supported state and local applicants across major disaster recoveries including Hurricanes Katrina, Sandy, Harvey, Ian, and Idalia, as well as severe storms, flooding, and straight-line wind events. Throughout his career, his work has contributed to more than \$600 million in eligible FEMA obligations, guiding applicants through complex permanent work portfolios, appeals, and Section 428 Alternative Procedures implementation. Greg will provide Nebraska with seasoned federal-state coordination, policy expertise, and disciplined oversight that advances projects efficiently while protecting funding integrity and strengthening subrecipient capacity.



Figure 21: Andrew Seve

Andrew Seve (Figure 21) brings more than 12 years of experience delivering FEMA PA, IA, and Hazard Mitigation programs nationwide, supporting recovery from hurricanes, wildfires, earthquakes, severe storms, and pandemic events. In Alaska alone, he led formulation of 655 PA projects totaling approximately \$275 million, supported 72 COVID-19 PA projects totaling \$125 million, and managed IA operations processing over 14,000 survivor applications and 3,000 inspections, while previously supporting HMGP and long-term recovery operations following Hurricane Sandy. Andrew’s operational leadership, technology-driven solutions, and hands-on federal-state coordination will support Nebraska with efficient project advancement, disciplined documentation, and scalable recovery operations aligned with NEMA’s commitment to timeliness and professionalism.



Figure 22: Doug Amato

Doug Amato (Figure 22) brings 12 years of specialized experience in FEMA Public Assistance Category A – Debris Removal, having managed debris operations exceeding 10 million cubic yards and \$500 million in contracts across more than 20 federally declared disasters nationwide. He has led debris monitoring, financial oversight, and compliance strategy for major hurricane, wildfire, tornado, and severe storm events, working directly with FEMA, state agencies, and local jurisdictions to ensure eligibility, documentation integrity, and cost justification under 2 CFR Part 200. Doug will support Nebraska with disciplined debris management planning, rapid operational mobilization, and rigorous compliance oversight that protects funding while advancing timely recovery.

Mobilization Lifecycle From Planning to Demobilization

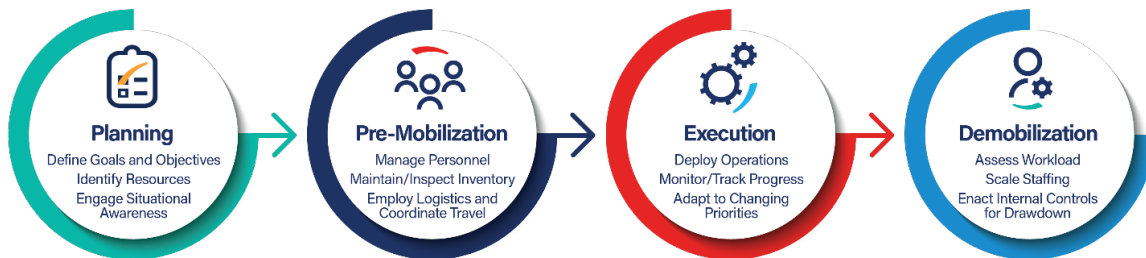


Figure 23: Mobilization Lifecycle

Tidal Basin deploys personnel through a structured mobilization lifecycle designed to align with Nebraska’s task order requirements, accelerate onboarding, and maintain operational efficiency from activation through closeout (Figure 23). For FEMA Public Assistance, this approach ensures the right subject matter experts are assigned based on disaster type, funding

complexity, and subrecipient needs, with clear roles, reporting structures, and performance expectations established before deployment. The same disciplined model supports HMGP and Individual Assistance operations, allowing Nebraska to scale resources rapidly, adapt to evolving conditions, and maintain consistent oversight, compliance, and accountability throughout the period of performance. This is further shown in Figure 24 below.



Value to Nebraska

Nebraska’s recovery environment requires PA support capable of managing overlapping disasters, extended grant periods, and diverse subrecipient needs while maintaining compliance and accountability. Tidal Basin’s PA technical services are designed to support the State of Nebraska by combining national experience, disciplined processes, and collaborative subrecipient engagement, strengthening Nebraska’s ability to deliver timely, compliant, and effective recovery outcomes.

Figure 24: Value to Nebraska

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

Response:

Tidal Basin brings nearly two decades of experience supporting FEMA Individual Assistance (IA) programs across the full disaster lifecycle, providing survivor-centered, compliant, and scalable services that extend State capacity during complex recovery operations. Our team has supported IA-related housing, sheltering, outreach, case management, and technical assistance efforts nationwide, including large-scale operations in Florida, Alaska, Hawaii, and Louisiana, often in coordination with FEMA, State agencies, local governments, tribal partners, and nonprofit organizations.

Across these engagements, Tidal Basin has supported non-congregate sheltering (NCS), housing support, outreach, intake, eligibility determination, request resolution, and ongoing survivor communication, frequently in environments characterized by overlapping disasters, compressed timelines, and vulnerable populations. This national experience allows Tidal Basin to adapt proven IA processes to meet Nebraska’s specific needs, priorities, and operating environment.

Tidal Basin’s IA technical services are grounded in a shared responsibility model; we operate as an extension of the State, supporting, coordinating, and reinforcing IA operations while maintaining clear roles, accountability, and transparency among all partners. We initiate every IA task order by analyzing the current data, identifying issues, and proposing comprehensive solutions.

Our approach is designed to support timely delivery, workforce readiness, whole-community engagement, and compliant program execution.

Community Outreach and Engagement

Effective IA services begin with informed, accessible, and targeted outreach, and Tidal Basin implements outreach strategies that actively connect survivors to available assistance, eligibility requirements, and application pathways. We engage communities through trusted local partners, including nonprofit organizations, faith-based institutions, schools, and community centers, while leveraging both traditional and digital communication channels to engage hard-to-reach and underserved populations. Our outreach efforts are coordinated with State and FEMA messaging to support consistent, accurate public information and are continuously informed by applicant data, damage assessments, and evolving community needs. This whole-community, data-informed approach ensures equitable access to IA services, strengthens survivor awareness and participation, and reinforces State-led recovery efforts through coordinated, accountable engagement. An example of Tidal Basin’s outreach is shown in Figure 25 below.



Community and Timeliness: Rapid Housing Stabilization Through Survivor-Centered Outreach

Following the Maui wildfires, Tidal Basin partnered with the Hawai'i Emergency Management Agency to design and implement the Hawai'i Interim Housing Program, developing multilingual outreach materials, culturally informed messaging, and coordinated engagement strategies to reach disaster-impacted households statewide. By leveraging trusted community networks and clear, accessible eligibility communication, the campaign generated more than 1,800 applications and successfully transitioned over 600 households into interim housing within months.

This results-driven, whole-community outreach model reflects the same approach we will bring to Nebraska prioritizing survivors receive clear information and access to assistance, and coordinated support aligned with State priorities.

Figure 25: Outreach Example

Intake, Eligibility, and Case Management Support

Tidal Basin provides IA technical assistance that supports intake, eligibility determination, and survivor case management. Our teams are experienced in compliance with IA eligibility requirements and program rules. Tidal Basin's approach emphasizes accuracy, compassion, and responsiveness.

Key elements of this approach include:

- Survivor intake and needs assessment to identify immediate and longer-term assistance needs
- Case management support that helps survivors navigate IA programs and related resources
- Coordination with FEMA and State partners to resolve eligibility issues and documentation gaps
- Case tracking and management to support timely assistance delivery and program oversight

The Tidal Basin Team regularly supports survivors facing complex circumstances, including housing instability, medical needs, and access barriers, and can assist with time extension requests and documentation to support continued eligibility when appropriate. An example of Tidal Basin's experience with IA is demonstrated in Figure 26 below.

Timeliness: 24-Hour IA Mobilization and Housing Stabilization in Alaska

Following Typhoon Halong, Tidal Basin partnered with the Alaska Division of Homeland Security and Emergency Management to rapidly stand up and manage the State's Non-Congregate Sheltering program after entire villages were uninhabitable. Within compressed operational timelines, we deployed a 21-person on-site team, established a 24-hour contact center, embedded liaisons within the State EOC and Joint Field Office, and launched coordinated intake and case management services alongside FEMA and voluntary agency partners.

Through structured intake, coordinated eligibility support, and hands-on housing navigation, our team assisted 167 households (640 individuals) in non-congregate shelters, transitioned 116 households into temporary housing, secured 300 hotel rooms with additional surge capacity available, and delivered more than 117,000 meals to survivors.

This integrated, survivor-centered model reflects the approach we will bring to Nebraska: rapid mobilization, coordinated case management, and disciplined oversight that strengthens community trust, accelerates housing stabilization, and reinforces State-led recovery operations.

Figure 26: Timeliness Example

Housing, Sheltering, and Non-Congregate Sheltering (NCS) Support

Tidal Basin delivers comprehensive support for IA-related housing, sheltering, and NCS operations, drawing on extensive experience with state-led programs and interim housing solutions. Our teams support these efforts across planning, implementation, and ongoing operations by conducting targeted outreach, intake, and eligibility reviews; coordinating closely with FEMA, State agencies, and external partners; managing contact center operations and survivor communications; and providing case management and placement tracking to ensure survivors are safely and appropriately housed. We also maintain disciplined data reporting and system-of-record practices to support transparency, compliance, and program oversight. The Tidal Basin team understands the required balance between rapid assistance delivery, compliance, and compassionate survivor care. A client testimonial related to Tidal Basin's work is shown in Figure 27 below.

“It’s nice to have the basic needs covered, so I can use my brain power to figure out all the major problems I’m still sorting through. Words alone can’t accurately portray the benefit of having your program help me through this difficult challenge. I am so grateful to each and every one of you working to help me and others like me. Thank you!”

Client Testimonial for Tidal Basin's Leadership on the Florida Division of Emergency Management Hurricane Helene NCS Program

Figure 27: Client testimonial regarding NCS work

Coordination and Continuous Communication

Clear, consistent communication is essential to successful IA program delivery, and Tidal Basin implements structured coordination with FEMA, State leadership, and partner agencies to support alignment and timely decision-making. We establish defined points of contact and escalation pathways, facilitate biweekly coordination meetings and status reporting, and support the development of agendas, documentation, and follow-up actions to maintain clarity and accountability. Through ongoing collaboration, our teams help address emerging issues, evolving survivor needs, and necessary program adjustments in real time, ensuring that IA operations remain responsive, coordinated, and aligned across all stakeholders.

Workforce Readiness and Experienced Personnel

Tidal Basin's IA services are delivered by a workforce that includes some of the most experienced IA professionals in the country, with deep familiarity across FEMA IA programs, housing and sheltering operations, and disaster case management. Our teams are trained to integrate quickly into State-led operations, adapt to evolving disaster conditions, and support IA delivery across all phases of recovery.



Figure 28: James K. Joseph

James K. Joseph (Figure 28) brings more than 15 years of senior leadership experience in FEMA and state emergency management, including service at FEMA headquarters where he supported oversight of the agency's \$19 billion budget and coordinated strategy across all 10 FEMA regions. He previously managed over \$500 million in recovery and grant programs at the Illinois Emergency Management Agency and currently supports FEMA Individual Assistance and Non-Congregate Sheltering operations for major disaster events in Florida. James offers Nebraska executive-level federal-state perspective, ensuring IA programs are administered strategically, reimbursement is protected, and sheltering operations align with evolving FEMA guidance and compliance standards.



Figure 29: Sean Griffin

Sean Griffin (Figure 29) brings over 12 years of experience in FEMA Individual Assistance, supportive housing, and Non-Congregate Sheltering operations, currently leading programs in Florida and Alaska serving approximately 3,000 families with budgets exceeding \$250 million. He provides direct oversight of eligibility determinations, case management transitions, subcontractor coordination, call center operations, and audit response activities. Sean will support Nebraska with disciplined NCS administration, survivor-focused service delivery, and structured financial oversight that protects funding while strengthening statewide recovery coordination.



Figure 30: Michele Dennison

Michele Dennison (Figure 30) brings more than 20 years of experience in disaster case management, compliance, and large-scale program administration. She currently serves as Program Manager for West Virginia’s statewide FEMA-funded Disaster Case Management Program, overseeing survivor intake, individualized recovery planning, quality assurance, and compliance with Stafford Act and 2 C.F.R. 200 requirements across all 55 counties. In Florida, she led statewide Non-Congregate Sheltering operations following Hurricanes Helene and Milton, managing 7,401 applications, sheltering more than 1,500 households, and administering multimillion-dollar budgets with disciplined financial oversight. Having directed large cross-functional teams and managed programs exceeding \$1.4 billion in federal funding,

Michelle will support Nebraska with structured IA operations, financial accountability, and survivor-centered service delivery that strengthens state systems while protecting funding eligibility.

Tidal Basin’s value to Nebraska for FEMA IA is summarized below (Figure 31).



Value to Nebraska

Tidal Basin’s IA technical services are designed to support agencies managing multiple disasters, overlapping recovery timelines, and diverse community needs. By combining national IA experience with a collaborative, accountable approach, Tidal Basin is prepared to support Nebraska in delivering IA services that are responsive, compliant, survivor-focused, and aligned with the State’s mission and recovery priorities.

Figure 31: Value to Nebraska

Describe bidder’s process for providing HMGP technical services.

2.3

The bidder should address the following:

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

Response:

Tidal Basin provides comprehensive Hazard Mitigation Grant Program (HMGP), and other programs under HMA, technical services to support Nebraska’s long -term recovery and resilience objectives following federally declared disasters. We will work alongside NEMA, FEMA, and subrecipients to identify, develop, implement, and close mitigation projects that are eligible, cost-effective, and aligned with community priorities.

Nebraska’s disaster profile characterized by recurring storm events, overlapping grant periods, and extended periods of performance requires HMGP support that balances technical rigor with adaptability. Tidal Basin’s disciplined, end-to-end HMGP processes are designed to help Nebraska manage these realities while maximizing available mitigation funding and minimizing administrative and compliance risk.

i. Review of HMGP Applications for Eligibility and Completeness Prior to FEMA Approval

Tidal Basin supports Nebraska and its subrecipients with a structured HMGP application review process focused on eligibility, completeness, compliance, and alignment with FEMA’s Notice of Funding Opportunity (NOFO) requirements. Our pre-approval support emphasizes early issue identification and FEMA-ready documentation to reduce review timelines and rework. An example is shown in Figure 32.

Key elements of this process include:

- **Eligibility and NOFO Alignment Review:** We review proposed HMGP projects to confirm alignment with FEMA eligibility requirements, adopted Hazard Mitigation Plans (HMPs), and NOFO priorities. This review helps Nebraska and its subrecipients focus on technically feasible, eligible projects and avoid ineligible scopes. In addition to HMGP, Tidal Basin helps clients identify other HMA funding opportunities that may be available including Flood Mitigation Assistance (FMA) funding.
- **Application Completeness and Technical Review:** Tidal Basin evaluates application narratives, scopes of work (SOWs), budgets, schedules, and supporting documentation to confirm completeness and internal consistency prior to FEMA submission. Our specialists ensure that HMGP applications are compliant with regulations, including the Stafford Act and National Flood Insurance Act (NFIA).
- **Benefit-Cost Analysis (BCA) Support:** Our mitigation specialists conduct or review BCAs using FEMA-approved methodologies to confirm cost-effectiveness and address potential FEMA questions early in the process.
- **Environmental and Historic Preservation (EHP) Readiness:** We assist with identification and coordination of EHP requirements, helping subrecipients assemble required documentation and avoid approval delays.
- **FEMA Coordination Support:** Tidal Basin supports Nebraska in responding to FEMA Requests for Information (RFIs) during application review, helping clarify technical issues and maintain application momentum.



Efficiency: FEMA-Ready HMGP Application Development in Puerto Rico

Tidal Basin supported a flood-prone community in San Juan, Puerto Rico in developing a FEMA-compliant HMGP drainage improvement application designed to reduce repetitive stormwater flooding and infrastructure failure. Our team led eligibility review, scope and budget development, BCA, and environmental documentation to position the project for FEMA approval.

By identifying eligibility considerations early and strengthening technical documentation prior to submission, we reduced review risk, minimized rework, and advanced a cost-effective mitigation solution aligned with long-term resilience goals. This same disciplined, FEMA-ready approach will support Nebraska in developing technically sound, fundable HMGP projects that strengthen communities and protect federal investment.

Figure 32: Efficiency HMGP Experience

This proactive review process positions Nebraska's HMGP applications for efficient FEMA approval while reducing downstream compliance risk.

ii. Post-Obligation Review, Payment, and Closeout Support

Following FEMA obligation, Tidal Basin will support NEMA and its subrecipients through HMGP implementation, reimbursement, and closeout using a structured review process designed to confirm eligible payments, maintain compliance, and support timely closeout across the full period of performance. Our approach emphasizes disciplined financial review, ongoing compliance monitoring, and documentation integrity to reduce administrative burden and minimize audit risk.

Tidal Basin works alongside NEMA to conduct ongoing reviews of subrecipient projects against approved SOWs, budgets, and schedules, helping identify potential scope changes, delays, or compliance concerns early. Our team's proactive monitoring allows issues to be addressed before they impact reimbursement or project timelines. Our team reviews Requests for Reimbursement (RFRs) to confirm that costs are eligible, reasonable, and consistent with FEMA requirements prior to payment, and assists with the reconciliation of expenditures and supporting documentation to facilitate accurate and timely subrecipient reimbursement.

To further support eligible payments and smooth closeout, Tidal Basin reviews procurement actions and contract documentation to confirm compliance with federal requirements, including the Stafford Act and NFIA, and reduce the risk of disallowed costs. When project changes are necessary, we assist Nebraska and subrecipients with FEMA-compliant amendments, including updated BCAs when required, and coordinate closely with FEMA to preserve project eligibility.

As projects near completion, Tidal Basin supports final inspections, documentation assembly, financial reconciliation, and submission of complete closeout packages. By maintaining consistent review and documentation standards throughout implementation, our approach helps NEMA close HMGP projects efficiently while maintaining audit-ready records across multiple active disasters and long-duration grant periods. An example of Tidal Basin's work is demonstrated in Figure 33 below.

Professionalism: \$2B in Structured HMGP Oversight in New York

In New York, Tidal Basin supported one of the nation's largest FEMA recovery and mitigation portfolios, providing regulatory oversight and compliance management across \$17.7 billion in FEMA-funded programs. Our team managed more than 1,200 HMGP project applications totaling \$2 billion, guiding subrecipients through eligibility review, cost-effectiveness validation, environmental and historic preservation compliance, procurement standards, reimbursement review, and structured closeout. Through disciplined monitoring and proactive coordination with FEMA and state leadership, we protected funding eligibility, minimized audit risk, and maintained timely project progression across concurrent disasters.

Nebraska can expect this same structured, compliance-driven approach to support HMGP post-obligation review, payment processing, and closeout reinforcing NEMA's priorities of professionalism, efficiency, and responsible stewardship of federal mitigation funds.

Figure 33: Professionalism for HMGP

iii. Subrecipient Support and Collaboration

Tidal Basin's HMGP technical services are built around hands-on, sustained collaboration with subrecipients, recognizing that successful mitigation outcomes depend on early education, clear communication, and continuous technical support throughout the grant lifecycle. We begin by working directly with subrecipients to build a clear understanding of HMGP eligibility requirements, funding timelines, cost-share considerations, and FEMA expectations, ensuring that applicants are positioned to pursue feasible, compliant mitigation projects aligned with the State of Nebraska's mitigation priorities. During initial engagement, we conduct structured kickoff meetings to clarify roles, application milestones, documentation standards, and submission timelines, establishing shared expectations from the outset. This early engagement helps subrecipients make informed decisions, reduces incomplete or ineligible applications, and supports the efficient use of HMGP funds.

As projects are identified, Tidal Basin provides direct technical assistance with project scoping, cost development, and feasibility analysis, helping subrecipients translate local mitigation needs into FEMA-compliant project concepts. Our team

works collaboratively with subrecipients to refine SOWs, develop realistic budgets, and prepare supporting documentation, including BCAs and EHP materials, as required. Throughout application development, we maintain regular communication with subrecipients and NEMA, supporting transparent review processes and timely resolution of technical questions prior to FEMA submission. We implement milestone-based tracking tools to monitor application progress, documentation completeness, and internal review deadlines. When submission benchmarks are at risk, we provide targeted technical support and written reminders to maintain schedule adherence and protect competitiveness.

Following FEMA approval, Tidal Basin continues to work alongside subrecipients through project implementation, reimbursement, and closeout, providing ongoing guidance to ensure that projects remain aligned with approved scopes, schedules, and budgets. We support subrecipients with procurement compliance, documentation standards, reimbursement requests, and reporting requirements, while maintaining clear communication channels and defined points of contact to address emerging issues. Our team actively monitors performance milestones, budget utilization, and reporting deadlines. If compliance concerns, scope deviations, or documentation deficiencies are identified, we formally document the issue, outline corrective actions, and promptly notify NEMA program leadership with recommended next steps. Corrective actions are tracked through resolution, and progress updates are provided to ensure the State maintains full visibility into risks or delays. When technical, compliance, or documentation challenges arise, our team coordinates closely with FEMA and NEMA to identify practical, compliant solutions that keep projects moving forward and protect long-term eligibility.

Throughout the HMGP lifecycle, Tidal Basin emphasizes capacity-building and transparency, providing subrecipients with clear guidance, templates, and reporting expectations that strengthen their ability to manage mitigation projects independently. Regular status updates, documentation reviews, and coordination meetings support accountability and shared awareness among all parties. This collaborative, communication-driven approach reinforces Nebraska's oversight role, elevates subrecipient capability, and supports a resilient, whole-community mitigation program in which responsibilities are clearly understood and success is shared.



Figure 34: Project Management Framework

This structured project management framework (Figure 34) underpins Tidal Basin’s HMGP delivery model and guides how we collaborate with NEMA and subrecipients at every stage of the grant lifecycle. Through disciplined kickoff planning, clearly defined work plans, routine coordination meetings, transparent reporting, and active quality control, we promote timeliness, professionalism, and efficiency across all mitigation projects. This approach strengthens communication, reinforces shared accountability, and supports Nebraska’s goal of maintaining a dynamic, whole-community emergency management system. The same proven methodology is applied across our PA, IA, and HMGP engagements, providing NEMA with consistent, reliable support across multiple funding streams and active disasters.

Representative Subrecipient Support Experience

Across HMGP and HMA programs nationwide, Tidal Basin has supported subrecipients ranging from small, capacity-constrained communities to large jurisdictions managing complex mitigation portfolios. Our teams work directly with subrecipients to identify feasible mitigation projects, develop FEMA-compliant applications, complete BCAs, navigate EHP

requirements, and manage projects through implementation and closeout—often while multiple disasters and grant programs are active. Tidal Basin’s hands-on HMGP approach strengthens documentation and reporting practices, reinforces State oversight, and advances long-term resilience outcomes.

New York State Division of Homeland Security and Emergency Services (DHSES) – HMGP Program Management

Tidal Basin provided technical assistance and program management support for DHSES’s hazard mitigation planning, FEMA HMGP and PA program management, and disaster closeout. Following Superstorm Sandy, our team supported state agencies and local jurisdictions by managing more than 1,200 HMGP project applications and assisting with documentation for 488 PWs, totaling approximately \$2 billion in eligible damages. Tidal Basin also helped subrecipients navigate complex requirements while maintaining transparency and compliance with federal regulations.

Alaska Division of Homeland Security and Emergency Management – HMGP Plan Updates

Tidal Basin has supported the State of Alaska since 2011 with technical assistance for disaster recovery operations, state-run IA efforts, disaster closeout, and hazard mitigation plan updates. We have assisted subrecipients with the development of more than 125 HMGP applications, including seismic retrofits, elevations, erosion and flood control projects, acquisitions and demolitions, and generator installations. Through direct collaboration with the Alaska Division of Homeland Security and Emergency Management, our team has helped subrecipients move mitigation projects from concept through FEMA approval while strengthening documentation, reporting, and project management capacity.

Hawai’i Emergency Management Agency (HIEMA) – Hazard Mitigation Assistance

Tidal Basin has supported hazard mitigation efforts in Hawai’i since 2014 by providing technical staff and a State Hazard Mitigation Officer acting on behalf of the Hawai’i Emergency Management Agency (HIEMA). Our team has worked directly with local communities to develop approximately 100 HMGP and Pre-Disaster Mitigation applications, supporting subrecipients with eligibility determinations, application development, and coordination with FEMA. In parallel, Tidal Basin has assisted with Community Development Block Grant–Disaster Recovery (CDBG-DR) coordination and PA mitigation integration, reinforcing consistent program implementation and oversight.

Florida Division of Emergency Management (FDEM) – HGMP Support

Tidal Basin supported FDEM in administering its HMGP across multiple major disaster events, including Hurricanes Ian and Idalia and Tropical Storm Nicole. Working collaboratively with FDEM, our team provided direct technical assistance to subrecipients by identifying eligible mitigation projects, resolving technical feasibility issues, and developing HMGP applications from the ground up. We advised on SOWs, project schedules, data collection, alternative project development, and public notice requirements, and supported subrecipients throughout FEMA review and RFIs. Throughout this engagement, Tidal Basin assisted more than 100 subrecipients and supported development of nearly 300 mitigation applications totaling more than \$700 million, while strengthening subrecipient understanding of FEMA requirements and application processes.

Jefferson County, Texas – Hazard Mitigation Programs

Tidal Basin provided grant management and technical assistance to Jefferson County, Texas for HMGP, Flood Mitigation Assistance (FMA), and Building Resilient Infrastructure and Communities (BRIC) programs. Our team supported the County in developing and submitting HMGP applications for residential elevation projects, including eligibility review, BCA development, and completion of all supporting documentation through Texas’s grant management system. By working directly with County staff, Tidal Basin helped ensure that applications were complete, cost-effective, and FEMA-ready while building local capacity to manage future mitigation funding.

Experienced HMGP Personnel

Tidal Basin’s HMGP services are delivered by a team of experienced mitigation professionals, engineers, planners, cost estimators, environmental specialists, and grant managers with extensive experience supporting FEMA mitigation programs nationwide. Our personnel are accustomed to operating within State-led recovery environments and integrating seamlessly with agency staff to support Nebraska’s mitigation and resilience objectives.



Figure 35: Eric Letvin

Eric Letvin, PE, Esq., CFM (Figure 35) brings more than 30 years of federal, state, and national hazard mitigation leadership, including nine years as FEMA’s Deputy Assistant Administrator for the Hazard Mitigation Directorate at headquarters. He oversaw FEMA’s Hazard Mitigation Assistance programs nationwide, directing \$2.5 billion in funding in FY24, advancing HMGP, BRIC, and FMA initiatives, and shaping national resilience policy in coordination with the White House and federal partners. Eric will support Nebraska with unmatched federal program insight, strategic mitigation portfolio oversight, and policy expertise that strengthens long-term resilience and protects compliance.



Figure 36: Adrienne Sheldon

Adrienne Sheldon, PE, CFM (Figure 36) brings more than 27 years of experience in floodplain management and hazard mitigation, including over eight years at FEMA headquarters leading national floodplain management policy and regional field support. She has directed NFIP and Community Rating System initiatives impacting almost 23,000 participating US communities, led feasibility and effectiveness reviews for hundreds of HMGP/HMA applications, and contributed to national mitigation policy, technical guidance, and post-disaster floodplain enforcement standards. Adrienne will support Nebraska with rigorous technical review, policy-aligned mitigation strategy, and structured subrecipient guidance that strengthens floodplain management compliance and advances long-term resilience.



Figure 37: Mark Boone

Mark Boone, CFM (Figure 37) brings 18 years of HMA experience across 33 federally declared disasters, managing FEMA HMA portfolios, including HMGP, nationwide. He currently oversees more than 90 active HMA projects in Alaska and 50 HMA projects in Hawai’i, leading buyouts, elevations, relocations, and infrastructure protection initiatives while supporting state agencies with implementation oversight and federal coordination. Mark will support Nebraska with hands-on mitigation program management, disciplined subrecipient guidance, and structured project monitoring that advances long-term resilience while maintaining eligibility and compliance across multiple active disasters.

Tidal Basin’s Value to Nebraska for HMGP services is summarized below (Figure 38).



Value to Nebraska

Nebraska’s mitigation environment requires HMGP support capable of managing extended grant periods, diverse subrecipient needs, and evolving disaster risks while maintaining compliance and accountability. Tidal Basin’s HMGP technical services are designed to support Nebraska by combining national mitigation expertise, disciplined processes, and collaborative subrecipient engagement, strengthening Nebraska’s ability to deliver effective, compliant, and impactful mitigation outcomes.

Figure 38: Value to Nebraska

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	\$191.00	\$191.00
2.	Senior Advisor for Public Assistance	\$197.00	\$197.00
3.	Public Assistance Program Liaison	\$153.00	\$153.00
4.	Public Assistance Technical Assistance Liaison	\$142.00	\$177.50
5.	Appeals Specialist	\$153.00	\$191.25
6.	Senior Debris Specialist	\$120.00	\$180.00
7.	Senior Advisor for Hazard Mitigation Assistance	\$175.00	\$175.00
8.	Hazard Mitigation Assistance Program Liaison	\$153.00	\$153.00
9.	Hazard Mitigation Assistance Benefit-Cost Analysis Specialist	\$142.00	\$142.00
10.	Hazard Mitigation Assistance Technical Liaison	\$109.00	\$136.25
11.	Lead Individual Assistance Specialist	\$142.00	\$177.50
12.	Individual Assistance Specialist	\$120.00	\$180.00
13.	Closeout Specialist	\$109.00	\$136.25
14.	Disaster Recovery Specialist	\$93.00	\$116.25
15.	Accounting Analyst	\$83.00	\$83.00
Additional Personnel Roles/Titles (Add Rows as Necessary)		Standard Hourly Not-to-Exceed Rate	Overtime Hourly Not-to-Exceed Rate
	SME	\$219.00	\$219.00
	EHP Specialist	\$153.00	\$153.00
	Engineer	\$229.00	\$229.00
	Admin	\$66.00	\$99.00

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.)
FCS		

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.)
FCS		

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.)
FCS		

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.

United States Citizenship Attestation Form

For the purpose of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

<input checked="" type="checkbox"/> I am a citizen of the United States.
— OR —
<input type="checkbox"/> I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows: _____, and I agree to provide a copy of my USCIS documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate and I understand that this information may be used to verify my lawful presence in the United States.

PRINT NAME	<u>Frank, Carl, Sardelli</u> (first, middle, last)
SIGNATURE	<u></u>
DATE	<u>01/05/2026</u>



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/15/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Gilroy Kernan & Gilroy 210 Clinton Rd New Hartford NY 13413	CONTACT NAME: PHONE (A/C No. Ext): 315-768-8888		FAX (A/C, No): 315-768-8600	
	E-MAIL ADDRESS: Service@gkgrisk.com			
INSURED Tidal Basin Government Consulting LLC 126 Business Park Drive Utica NY 13502	RISIPHO-02	INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : National Union Fire Ins. Co.		19445
		INSURER B : Gotham Insurance Company		25569
		INSURER C : Westchester Fire Insurance Co		10030
		INSURER D : National Union Fire Insurance Company of Pittsburg		19445
		INSURER E :		
INSURER F :				

COVERAGES

CERTIFICATE NUMBER: 379538623

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

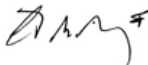
INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y	Y	6952545	3/1/2025	3/1/2026	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$100,000 MED EXP (Any one person) \$50,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	Y	Y	4629139	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			EX202500005971	3/1/2025	3/1/2026	EACH OCCURRENCE \$2,000,000 AGGREGATE \$2,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WC080771611	3/1/2025	3/1/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$2,000,000 E.L. DISEASE - EA EMPLOYEE \$2,000,000 E.L. DISEASE - POLICY LIMIT \$2,000,000
C	Professional Liability			G27459298 012	6/1/2025	6/1/2026	Each Claim \$5,000,000 Aggregate \$5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Excess Liability 2nd Layer (3/1/25 - 3/1/26):
 \$8M Limit Quota Share between Lexington Insurance Company (#027734730) & US Specialty Insurance (#BTM2512716)
 Excess Liability 3rd Layer (3/1/25 - 3/1/26):
 \$9M Limit Quota Share between Westfield Insurance Company (#XSL469738W00) & US Specialty Insurance (#BTM2512717)

See Attached...

CERTIFICATE HOLDER**CANCELLATION**

Nebraska Emergency Management Agency ATTN: Recovery Section Administrator 1526 K Street Lincoln NE 68508	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ADDITIONAL REMARKS SCHEDULE

AGENCY Gilroy Kernan & Gilroy		NAMED INSURED Tidal Basin Government Consulting LLC 126 Business Park Drive Utica NY 13502	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE	(Empty)	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The State of Nebraska is listed as an Additional Insured per written contract in regard to the General Liability and Auto Liability policy. Waiver of subrogation is included in favor of the State of Nebraska in regard to the General Liability, Auto Liability and Workers Compensation policies.