



RFP 6248 Z1

ER Assist Inc Proposal Submission  
Original RFP signed electronically (docusign)  
Original RFP Section II-IV Completed  
Completed Attachment A--Bidder Questionnaire  
Acknowledgment of Amendments

ER Assist Inc  
Contact: Laurel Matula; [laurel@erassist.com](mailto:laurel@erassist.com)  
855-336-2337

Original RFP signed electronically (docuSign)

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Original RFP Section II-IV Completed

**State of Nebraska State Purchasing Bureau  
REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES**

**RETURN TO:**

Name: State Purchasing Bureau  
Address: 1526 K St. Ste.130  
City/State/Zip: Lincoln, Ne 68508  
Phone: 402-471-6500

<b>SOLICITATION NUMBER</b>	<b>RELEASE DATE</b>
RFP 6248 Z1	March 3, 2020
<b>OPENING DATE AND TIME</b>	<b>PROCUREMENT CONTACT</b>
April 7, 2020 2:00 P.M. Central Time	Annette Walton / Nancy Storant

**PLEASE READ CAREFULLY!  
SCOPE OF SERVICE**

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this Request for Proposal (RFP) Number 6248 Z1 for the purpose of selecting qualified Contractors who can provide knowledgeable and experienced personnel familiar with all FEMA programs administered under the Stafford Act or National Flood Insurance Act (NFIA), i.e. Public Assistance (PA), Individual Assistance (IA), Hazard Mitigation Grant Programs (HMGP). A more detailed description can be found in Section V. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar services from other sources now or in the future.

The term of the contract will be one (1) year commencing upon notice to proceed. The Contract includes the option to renew for five (5) additional one year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT:  
<http://das.nebraska.gov/materiel/purchasing.html>.

**IMPORTANT NOTICE:** Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the solicitation, and the awarded bidder's proposal or response will be posted to a public website managed by DAS, which can be found at <http://statecontracts.nebraska.gov>.

In addition and in furtherance of the State's public records Statute (Neb. Rev. Stat. § 84-712 et seq.), all proposals or responses received regarding this solicitation will be posted to the State Purchasing Bureau public website.

**These postings will include the entire proposal or response. Bidders must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously using an indelible method with the words "PROPRIETARY INFORMATION". The bidder must submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) THE BIDDER MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY. The State will determine, in its sole discretion, if the disclosure of the information designated by the Bidder as proprietary would 1) give advantage to business competitors and 2) serve no public purpose. The Bidder will be notified of the State's decision. Absent a determination by the State that the information may be withheld pursuant to Neb. Rev. Stat. § 84-712.05, the State will consider all information a public record subject to disclosure.**

If the agency determines it is required to release proprietary information, the bidder will be informed. It will be the bidder's responsibility to defend the bidder's asserted interest in non-disclosure.

**To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, proposal, or response to this solicitation for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a proposal or response to this solicitation, specifically waives any copyright or other protection the contract, proposal, or response to the solicitation may have; and, acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a proposal or response to this solicitation, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the solicitation being found non-responsive and rejected.**

**Any entity awarded a contract or submitting a proposal or response to the solicitation agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all 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, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or the proposals and responses to the solicitation, awards, and other documents.**

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## GLOSSARY OF TERMS

**Acceptance Test Procedure:** Benchmarks and other performance criteria, developed by the State of Nebraska or other sources of testing standards, for measuring the effectiveness of products or services and the means used for testing such performance.

**Addendum:** Something to be added or deleted to an existing document; a supplement.

**After Receipt of Order (ARO):** After Receipt of Order.

**Agency:** Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any other office or agency established by the Constitution of Nebraska.

**Agent/Representative:** A person authorized to act on behalf of another.

**Amend:** To alter or change by adding, subtracting, or substituting.

**Amendment:** A written correction or alteration to a document.

**Appropriation:** Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

**Automated Clearing House: (ACH)** Electronic network for financial transactions in the United States

**Award:** All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the solicitation.

**Best and Final Offer (BAFO):** In a competitive proposal, the final offer submitted which contains the bidder's most favorable terms for price.

**Bid Bond:** An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the bidder will not withdraw the bid.

**Bidder:** A vendor who submits a proposal in response to a written solicitation.

**Breach:** Violation of a contractual obligation by failing to perform or repudiation of one's own promise.

**Business:** Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.

**Business Day:** Any weekday, except State-recognized holidays.

**Calendar Day:** Every day shown on the calendar including Saturdays, Sundays, and State/Federal holidays.

**Cancellation:** To call off or revoke a purchase order without expectation of conducting or performing it at a later time.

**Change Order:** Document that provides amendments to an executed purchase order or contract.

**Collusion:** An agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose.

**Competition:** The effort or action of two or more commercial interests to obtain the same business from third parties.

**Confidential Information:** Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

**Contract:** An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.

**Contract Administration:** The administration of the contract which includes and is not limited to; contract signing, contract amendments and any necessary legal actions.

**Contract Award:** Occurs upon execution of the State document titled "Service Contract Award" by the proper authority.

**Contract Management:** The management of day to day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Contractor.

**Contract Period:** The duration of the contract.

**Contractor:** An individual or entity lawfully conducting business in the State, or licensed to do so, who provides goods or services to the State under the terms of a written solicitation.

**Cooperative Purchasing:** The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits.

**Copyright:** A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

**Customer Service:** The process of ensuring customer satisfaction by providing assistance and advice on those products or services provided by the Contractor.

**Default:** The omission or failure to perform a contractual duty.

**Deviation:** Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract.

**Evaluation:** The process of examining an offer after opening to determine the bidder's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

**Evaluation Committee:** Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of proposals (offers made in response to written solicitations).

**Extension:** Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with "Renewal Period".

**Free on Board (F.O.B.) Destination:** The delivery charges are included in the quoted price and prepaid by the vendor. Vendor is responsible for all claims associated with damages during delivery of product.

**Free on Board (F.O.B.) Point of Origin:** The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product.

**Foreign Corporation:** A foreign corporation that was organized and chartered under the laws of another state, government, or country.

**Installation Date:** The date when the procedures described in "Installation by Contractor", and "Installation by State", as found in the solicitation, or contract, are completed.

**Interested Party:** A person, acting in their personal capacity, or an entity entering into a contract or other agreement creating a legal interest therein.

**Invalid Proposal:** A proposal that does not meet the requirements of the solicitation or cannot be evaluated against the other proposals.

**Late Proposal:** An offer received after the Opening Date and Time.

**Licensed Software Documentation:** The user manuals and any other materials in any form or medium customarily provided by the vendor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

**Mandatory/Must:** Required, compulsory, or obligatory.

**May:** Discretionary, permitted; used to express possibility.

**Module (see System):** A collection of routines and data structures that perform a specific function of software.

**Must:** See Mandatory/Must and Shall/Will/Must.

**National Institute for Governmental Purchasing (NIGP):** Source used for assignment of universal commodity codes to goods and services.

**Non-responsive Proposal:** A bid that does not conform to the requirements of the Request for Proposal.

**Open Market Purchase:** Authorization may be given to an agency to purchase items above direct purchase authority due to the unique nature, price, quantity, location of the using agency, or time limitations by the AS Materiel Division, State Purchasing Bureau.

**Opening Date and Time:** Specified date and time for the public opening of received, labeled, and sealed formal proposals.

**Outsourcing:** The contracting out of a business process which an organization may have previously performed internally or has a new need for, to an independent organization from which the process is purchased back.

**Payroll & Financial Center (PFC):** The State of Nebraska's electronic procurement system of record.

**Performance Bond:** An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Contractor fulfills any and all obligations under the contract.

**Platform:** A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination.

**Point of Contact (POC):** The person designated to receive communications and to communicate.

**Pre-Proposal Conference:** A meeting scheduled for the purpose of clarifying a written solicitation and related expectations.

**Product:** Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

**Program Error:** Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error.

**Program Set:** The group of programs and products, including the Licensed Software specified in the solicitation, plus any additional programs and products licensed by the State under the contract for use by the State.

**Project:** The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and services to be provided under the contract.

**Proposal:** An offer, bid, or quote submitted by a contractor/vendor in a response to a written solicitation. Bidder's response to a solicitation.

**Proprietary Information:** Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serves no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

**Protest/Grievance:** A complaint about a governmental action or decision related to a solicitation or resultant contract, brought by a bidder who has submitted a proposal response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

**Public Proposal Opening:** The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished to attend.

**Release Date:** The date of public release of the written solicitation to seek offers.

**Renewal Period:** Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions. Not to be confused with Extension.

**Request for Proposal (RFP):** A written solicitation utilized for obtaining competitive offers.

**Responsible Bidder:** A bidder who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance.

**Responsive Bidder:** A bidder who has submitted a proposal which conforms to all requirements of the solicitation document.

**Shall/Will/Must:** An order/command; mandatory.

**Should:** Expected; suggested, but not necessarily mandatory.

**Software License:** Legal instrument with or without printed material that governs the use or redistribution of licensed software.

**Sole Source – Commodity:** When an item is available from only one source due to the unique nature of the requirement, its contractor, or market conditions.

**Sole Source – Services:** A service of such a unique nature that the vendor selected is clearly and justifiably the only practical source to provide the service. Determination that the vendor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.

**Specifications:** The detailed statement, especially of the measurements, quality, materials, and functional characteristics, or other items to be provided under a contract.

**Statutory:** These clauses are controlled by state law and are not subject to negotiation.

**Subcontractor:** Individual or entity with whom the contractor enters a contract to perform a portion of the work awarded to the contractor.

**System (see Module):** Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the Contractor as functioning or being capable of functioning, as an entity.

**Termination:** Occurs when either Party, pursuant to a power created by agreement or law, puts an end to the contract prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

**Third Party:** Any person or entity, including but not limited to fiduciaries, shareholders, owners, officers, managers, employees, legally disinterested persons, and subcontractors or agents, and their employees. It shall not include any entity or person who is an interested Party to the contract or agreement.

**Trade Secret:** Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

**Trademark:** A word, phrase, logo, or other graphic symbol used by a manufacturer or contractor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

**Upgrade:** Any change that improves or alters the basic function of a product or service.

**Vendor Performance Report:** A report completed by the using agency and submitted to State Purchasing Bureau documenting products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications.

**Vendor:** An individual or entity lawfully conducting business in the State.

**Will:** See Mandatory/Shall/Will/Must.

**Work Day:** See Business Day.

## ACRONYM LIST

**ACH** – Automated Clearing House

**COI** – Certificate of Insurance

**DAS** – Department of Administrative Services

**FEMA** – Federal Emergency Management Agency

**HMGP** – Hazard Mitigation Grant Program

**IA** – Individual Assistance

**NEMA** – Nebraska Emergency Management Agency

**NFIA** – National Flood Insurance Act

**PA** – Public Assistance

**POC** – Point of Contract

**RFP** – Request for Proposal

**SPB** – State Purchasing Bureau

## I. PROCUREMENT PROCEDURE

### A. GENERAL INFORMATION

The solicitation is designed to solicit proposals from qualified Contractors who can provide knowledgeable and experienced personnel familiar with all FEMA programs administered under the Stafford Act or National Flood Insurance Act (NFIA), i.e. Public Assistance (PA), Individual Assistance (IA), Hazard Mitigation Grant Programs (HMGP) at a competitive and reasonable cost. Terms and Conditions, Project Description and Scope of Work, and Proposal instructions may be found in Sections II through VI.

Proposals shall conform to all instructions, conditions, and requirements included in the solicitation. Prospective bidders should carefully examine all documents, schedules, and requirements in this solicitation, and respond to each requirement in the format prescribed. Proposals may be found non-responsive if they do not conform to the solicitation.

### B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this solicitation reside with State Purchasing Bureau. The point of contact (POC) for the procurement is as follows:

Name: Annette Walton / Nancy Storant  
RFP #: 6248 Z1  
Agency: State Purchasing Bureau  
Address: 1526 K Street, Suite 130  
Lincoln, NE 68508

Telephone: 402-471-6500

E-Mail: [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov)

From the date the solicitation is issued until the Intent to Award is issued, communication from the bidder is limited to the POC listed above. After the Intent to Award is issued, the bidder may communicate with individuals the State has designated as responsible for negotiating the contract on behalf of the State. No member of the State Government, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this solicitation. The POC will issue any answers, clarifications or amendments regarding this solicitation in writing. Only the SPB or awarding agency can award a contract. Bidders shall not have any communication with, or attempt to communicate or influence any evaluator involved in this solicitation.

The following exceptions to these restrictions are permitted:

1. Contact made pursuant to pre-existing contracts or obligations;
2. Contact required by the schedule of events or an event scheduled later by the solicitation POC; and
3. Contact required for negotiation and execution of the final contract.

*The State reserves the right to reject a bidder's proposal, withdraw an Intent to Award, or terminate a contract if the State determines there has been a violation of these procurement procedures.*

**C. SCHEDULE OF EVENTS**

The State expects to adhere to the procurement schedule shown below, but all dates are approximate and subject to change.

ACTIVITY		DATE/TIME
1.	Release Solicitation	March 3, 2020
2.	Last day to submit written questions	March 17, 2020
3.	State responds to written questions through Solicitation "Addendum" and/or "Amendment" to be posted to the Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	March 24, 2020
4.	Proposal Opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	April 7, 2020 2:00 PM Central Time
5.	Review for conformance to solicitation requirements	April 8, 2020
6.	Evaluation period	April 9, 2020 Through April 16, 2020
7.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
8.	Post "Notification of Intent to Award" to Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	April 21, 2020
9.	Contract finalization period	April 22, 2020 Through May 5, 2020
10.	Contract award	May 6, 2020
11.	Contractor start date	June 1, 2020

**D. WRITTEN QUESTIONS AND ANSWERS**

Questions regarding the meaning or interpretation of any solicitation provision must be submitted in writing to State Purchasing Bureau and clearly marked "RFP Number 6248 Z1; Knowledgeable and Experienced Staffing for FEMA recovery programs Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should present, as questions, any assumptions upon which the Bidder's proposal is or might be developed. Proposals will be evaluated without consideration of any known or unknown assumptions of a bidder. The contract will not incorporate any known or unknown assumptions of a bidder.

It is preferred that questions be sent via e-mail to [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov), but may be delivered by hand or by U.S. Mail. It is recommended that bidders submit questions using the following format.

Solicitation Section Reference	Solicitation Page Number	Question

Written answers will be posted at <http://das.nebraska.gov/materiel/purchasing.html> per the Schedule of Events.

**E. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)**

All bidders must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements. The bidder who is the recipient of an Intent to Award may be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>. This must be accomplished prior to execution of the contract.

**F. ETHICS IN PUBLIC CONTRACTING**

The State reserves the right to reject proposals, withdraw an intent to award or award, or terminate a contract if a bidder commits or has committed ethical violations, which include, but are not limited to:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the bidding process;
2. Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity;
4. Submitting a proposal on behalf of another Party or entity; and
5. Collude with any person or entity to influence the bidding process, submit sham proposals, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the proposal, or prejudice the State.

The bidder shall include this clause in any subcontract entered into for the exclusive purpose of performing this contract.

Bidder shall have an affirmative duty to report any violations of this clause by the bidder throughout the bidding process, and throughout the term of this contract for the awarded bidder and their subcontractors.

**G. DEVIATIONS FROM THE REQUEST FOR PROPOSAL**

The requirements contained in the solicitation (Sections II thru VI) become a part of the terms and conditions of the contract resulting from this solicitation. Any deviations from the solicitation in Sections II through VI must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the solicitation, requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this solicitation, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this solicitation. The State discourages deviations and reserves the right to reject proposed deviations.

**H. SUBMISSION OF PROPOSALS**

Bidders should submit one proposal marked on the first page: "ORIGINAL". If multiple proposals are submitted, the State will retain one copy marked "ORIGINAL" and destroy the other copies. The bidder is solely responsible for any variance between the copies submitted. Proposal responses should include the completed Form A, "Bidder Point of Contact". Proposals must reference the RFP number and be sent to the specified address. Please note that the address label including the RFP number should appear as specified in Section I B. on the face of each container or bidder's proposal response packet. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The RFP number should be included in all correspondence.

The State will not furnish packaging or sealing materials. It is the bidder's responsibility to ensure the solicitation is received in a sealed envelope or container and submitted by the date and time indicated in the Schedule of Events. Sealed proposals must be received in the State Purchasing Bureau by the date and time of the proposal opening per the Schedule of Events.

The Request for Proposal form must be manually signed in an indelible manner and returned by the proposal opening date and time along with the bidder's Request for Proposal and any other requirements as stated in the Request for Proposal document in order for the bidder's Request for Proposal response to be evaluated.

It is the responsibility of the bidder to check the website for all information relevant to this Request for Proposal to include addenda and/or amendments issued prior to the opening date. Website address is as follows: <http://das.nebraska.gov/materiel/purchasing.html>.

Emphasis should be concentrated on conformance to the solicitation instructions, responsiveness to requirements, completeness, and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming the State reserves the right to reject the proposal as non-responsive.

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this solicitation.

Bidder's response, Attachment A, should be presented on standard 8 ½" x 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables should be numbered consecutively within sections and be referenced in the text by the number within the section, and should be placed as close as possible to the referencing text.

**I. PROPOSAL PREPARATION COSTS**

The State shall not incur any liability for any costs incurred by bidders in replying to this solicitation, including any activity related to bidding on this solicitation.

**J. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL**

Violation of the terms and conditions contained in this solicitation or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. Rejection of a bidder's proposal;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Negative Vendor Performance Report(s)
5. Termination of the resulting contract;
6. Legal action; and
7. Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

**K. PROPOSAL CORRECTIONS**

A bidder may correct a mistake in a proposal prior to the time of opening by giving written notice to the State of intent to withdraw the proposal for modification or to withdraw the proposal completely. Changing a proposal after opening may be permitted if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

**L. LATE PROPOSALS**

Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals will be returned unopened, if requested by the bidder and at bidder's expense. The State is not responsible for proposals that are late or lost regardless of cause or fault.

**M. PROPOSAL OPENING**

The opening of proposals will be public and the bidders will be announced. Proposals **WILL NOT** be available for viewing by those present at the proposal opening. Proposals will be posted to the State Purchasing Bureau website once an Intent to Award has been posted to the website. Information identified as proprietary by the submitting bidder, in accordance with the solicitation and state statute, will not be posted. If the state determines submitted information should not be withheld, in accordance with the [Public Records Act](#), or if ordered to release any withheld information, said information may then be released. The submitting bidder will be notified of the release and it shall be the obligation of the submitting bidder to take further action, if it believes the information should not be released. (See RFP signature page for further details) Bidders may contact the State to schedule an appointment for viewing proposals after the Intent to Award has been posted to the website. Once proposals are opened, they become the property of the State of Nebraska and will not be returned.

**N. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS**

The proposals will first be examined to determine if all requirements listed below have been addressed and whether further evaluation is warranted. Proposals not meeting the requirements may be rejected as non-responsive. The requirements are:

1. Original Request for Proposal for Contractual Services form signed using an indelible method;
2. Clarity and responsiveness of the proposal;
3. Completed Attachment A – Bidder's Questionnaire;
4. Completed Sections II through IV.

**O. EVALUATION COMMITTEE**

Proposals are evaluated by members of an Evaluation Committee(s). The Evaluation Committee(s) will consist of individuals selected at the discretion of the State. Names of the members of the Evaluation Committee(s) will not be published prior to the intent to award.

Any contact, attempted contact, or attempt to influence an evaluator that is involved with this solicitation may result in the rejection of this proposal and further administrative actions.

**P. EVALUATION OF PROPOSALS**

All proposals that are responsive to the solicitation will be evaluated. Each evaluation category will have a maximum point potential. The State will conduct a fair, impartial, and comprehensive evaluation of all proposals in accordance with the criteria set forth below. Areas that will be addressed and scored during the evaluation include:

1. Corporate Overview should include but is not limited to:
  - a. Attachment A – Bidder Questionnaire;
  - b. the ability, capacity, and skill of the bidder to deliver and implement the system or project that meets the requirements of the solicitation;
  - c. the character, integrity, reputation, judgment, experience, and efficiency of the bidder;

- d. whether the bidder can perform the contract within the specified time frame;
  - e. the quality of vendor performance on prior contracts;
  - f. such other information that may be secured and that has a bearing on the decision to award the contract; and,
2. Technical Approach (included on Attachment A – Bidder Questionnaire).

**Neb. Rev. Stat. §81-161 allows the quality of performance of previous contracts to be considered when evaluating responses to competitively bid solicitations in determining the lowest responsible bidder.** Information obtained from any Vendor Performance Report (See Terms & Conditions, Section II. H.) may be used in evaluating responses to solicitations for goods and services to determine the best value for the State.

**Neb. Rev. Stat. §73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone.** When a state contract is to be awarded to the lowest responsible bidder, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident bidder, if all other factors are equal.

**Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily business operations of the business are controlled by one or more persons described in subdivision(a) of this subsection. Any contract entered into without compliance with this section shall be null and void.**

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a proposal in accordance with Neb. Rev. Stat. §73-107 and has so indicated on the solicitation cover page under “Bidder must complete the following” requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the bidder within ten (10) business days of request:

1. Documentation from the United States Armed Forces confirming service;
2. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions);
3. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
4. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

Failure to submit the requested documentation within ten (10) business days of notice will disqualify the bidder from consideration of the preference.

Evaluation criteria will be released with the solicitation.

#### **Q. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS**

The State may determine after the completion of the evaluation that oral interviews/presentations and/or demonstrations are required. Every bidder may not be given an opportunity to interview/present and/or give demonstrations; the State reserves the right, in its discretion, to select only the top scoring bidders to present/give oral interviews. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the bidder's response. The presentation process will allow the bidders to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Bidders' key personnel, identified in their proposal, may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Only representatives of the State and the presenting bidder will be permitted to attend the oral interviews/presentations and/or demonstrations. A written copy or summary of the presentation, and demonstrative information (such as briefing charts, et cetera) may be offered by the bidder, but the State reserves the right to refuse or not consider the offered materials. Bidders shall not be allowed to alter or amend their proposals.

Once the oral interviews/presentations and/or demonstrations have been completed, the State reserves the right to make an award without any further discussion with the bidders regarding the proposals received.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the bidder and will not be compensated by the State.

**R. BEST AND FINAL OFFER**

If best and final offers (BAFO) are requested by the State and submitted by the bidder, they will be evaluated (using the stated BAFO criteria), scored, and ranked by the Evaluation Committee. The State reserves the right to conduct more than one Best and Final Offer. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

Contracts awarded from this solicitation will be Task Order Contracts. The State reserves the right to request Best and Final Offers for each task order from Awarded Contractors.

**S. REFERENCE AND CREDIT CHECKS**

The State reserves the right to conduct and consider reference and credit checks. The State reserves the right to use third parties to conduct reference and credit checks. By submitting a proposal in response to this solicitation, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients. Reference and credit checks may be grounds to reject a proposal, withdraw an intent to award, or rescind the award of a contract.

**T. AWARD**

The State reserves the right to evaluate proposals and award contracts in a manner utilizing criteria selected at the State's discretion and in the State's best interest. After evaluation of the proposals, or at any point in the solicitation process, the State of Nebraska may take one or more of the following actions:

1. Amend the solicitation;
2. Extend the time of or establish a new proposal opening time;
3. Waive deviations or errors in the State's solicitation process and in bidder proposals that are not material, do not compromise the solicitation process or a bidder's proposal, and do not improve a bidder's competitive position;
4. Accept or reject a portion of or all of a proposal;
5. Accept or reject all proposals;
6. Withdraw the solicitation;
7. Elect to rebid the solicitation;
8. Award single lines or multiple lines to one or more bidder; or,
9. Award one or more all-inclusive contracts.

The solicitation does not commit the State to award a contract. Once intent to award decision has been determined, it will be posted to the Internet at:

<http://das.nebraska.gov/materiel/purchasing.html>

Any protests must be filed by a bidder within ten (10) business days after the intent to award decision is posted to the Internet. Grievance and protest procedure is available on the Internet at:

<http://das.nebraska.gov/materiel/purchasing.html>

**U. ALTERNATE/EQUIVALENT PROPOSALS**

Bidder may offer proposals which are at variance from the express specifications of the solicitation. The State reserves the right to consider and accept such proposals if, in the judgment of the Materiel Administrator, the proposal will result in goods and/or services equivalent to or better than those which would be supplied in the original proposal specifications. Bidder must indicate on the solicitation the manufacturer's name, number and shall submit with their proposal, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. Proposals which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the proposal will be accepted as in strict compliance with all terms, conditions and specification, and the bidder shall be held liable therefore.

**V. LUMP SUM OR "ALL OR NONE" PROPOSALS**

The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Bidders may submit a proposal on an "all or none" or "lump sum" basis, but should also submit a proposal on an item-by-item basis. The term "all or none" means a conditional proposal which requires the purchase of all items on which proposals are offered and bidder declines to accept award on individual items; a "lump sum" proposal is one in which the bidder offers a lower price than the sum of the individual proposals if all items are purchased, but agrees to deliver individual items at the prices quoted.

**W. EMAIL SUBMISSIONS**

SPB will not accept proposals by email, electronic, voice, or telephone except for one-time purchases under \$50,000.00.

**X. REJECTION OF PROPOSALS**

The State reserves the right to reject any or all proposals, wholly or in part, in the best interest of the State.

**Y. RESIDENT BIDDER**

Pursuant to Neb. Rev. Stat. §§ 73-101.01 through 73-101.02, a Resident Bidder shall be allowed a preference against a Non-resident Bidder from a state which gives or requires a preference to Bidders from that state. The preference shall be equal to the preference given or required by the state of the Nonresident Bidders. Where the lowest responsible bid from a resident Bidder is equal in all respects to one from a nonresident Bidder from a state which has no preference law, the resident Bidder shall be awarded the contract. The state provision of this preference shall not apply to any contract for any project upon which federal funds would be withheld because of the provisions of this preference.

**II. TERMS AND CONDITIONS**

**Bidders should complete Sections II through VI as part of their proposal.** Bidders should read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the solicitation, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. 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 proposal. The State of Nebraska is soliciting proposals in response to this solicitation. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder’s commercial contracts and/or documents for this solicitation.

Bidders should submit with their proposal 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 bidder’s proposal 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 have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one 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**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			

The contract(s) resulting from this solicitation shall incorporate the following documents:

1. Request for Proposal and Addenda;
2. Amendments to the solicitation;
3. Questions and Answers;
4. Bidder’s proposal (Solicitation and properly submitted documents);
5. The executed Contract and Addendum One to Contract, if applicable; and,
6. Amendments/Addendums to the Contract.

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) Amendments to solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda, and 5) the bidder’s submitted Proposal.

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**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			

Contractor 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 or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or five (5) calendar days following deposit in the mail.

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 Contractor will be provided a copy of the appointment document, and is required 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 (Statutory)**

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**

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

**F. AMENDMENT**

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

**G. CHANGE ORDERS OR SUBSTITUTIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			

The State and the Contractor, 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 Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor 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 Contractor 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 Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor 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 product is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract or purchase order to include the alternate product at the same price.

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

**H. VENDOR PERFORMANCE REPORT(S)**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			

The State may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications. The State Purchasing Bureau may contact the Vendor regarding any such report. Vendor performance report(s) will become a part of the permanent record of the Vendor.

**I. NOTICE OF POTENTIAL CONTRACTOR BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			

If Contractor breaches the contract or anticipates breaching the contract, the Contractor 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**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			

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 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. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby. OR In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchase goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

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

**K. NON-WAIVER OF BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			

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**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			

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**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			

**1. GENERAL**

The Contractor 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 Contractor, its employees, subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

**2. INTELLECTUAL PROPERTY**

The Contractor 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 Contractor or its employees, subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor 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 Contractor has indemnified the State, the Contractor shall, at the Contractor’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 Contractor, and the State may receive the remedies provided under this solicitation.

**3. PERSONNEL**

The Contractor 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 Contractor.

**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 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (§ 81-8,294), Tort (§ 81-8,209), and Contract Claim Acts (§ 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement 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**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			

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**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			

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

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor 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 Contractor 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 SUB-DIVISIONS OF THE STATE OR ANOTHER STATE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			

This contract is for use by the Nebraska Emergency Management Agency (NEMA).

This contract is not for use by political subdivisions when Federal reimbursement will be requested. This contract meets Federal requirements for Nebraska State Level Contracting.

**Q. FORCE MAJEURE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
DS LM			

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"). 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**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
DS LM			

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**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
DS LM			

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor 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 immediately for the following reasons:

- a. if directed to do so by statute;
- b. Contractor 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 Contractor or of any substantial part of the Contractor'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 Contractor, its employees, officers, directors, or shareholders;
- e. an involuntary proceeding has been commenced by any Party against the Contractor 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 Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
- f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
- g. Contractor intentionally discloses confidential information;
- h. Contractor has or announces it will discontinue support of the deliverable; and,
- i. In the event funding is no longer available.

**T. CONTRACT CLOSEOUT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			

Upon contract closeout for any reason the Contractor shall within 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 Contractor is permitted to keep the information or data by contract or rule of law. Contractor 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 Contractor's routine back up procedures;
4. Cooperate with any successor Contractor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contractor, 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 Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.

**III. CONTRACTOR DUTIES**

**A. INDEPENDENT CONTRACTOR / OBLIGATIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			

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

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

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor 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 Contractor's proposal 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 Contractor to the contract shall be employees of the Contractor or a subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor 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 Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor'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 Contractor'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 Contractor, its officers, agents, or subcontractors or subcontractor's employees)

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the bidder's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

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

Contractor 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 Contractor 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**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
DS LM			

The Contractor 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 Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>.
2. The completed United States Attestation Form should be submitted with the solicitation response.
3. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor 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 (Statutory)**

The Contractor 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 Contractors 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 Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor 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 CONTRACTORS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
DS LM			

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor'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 proposal. 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 contractor, 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.

**G. PERMITS, REGULATIONS, LAWS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			

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 Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor 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**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor 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. Contractor 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**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			

The Contractor 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 Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor 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 Contractor 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 Contractor 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 Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor 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 six months of termination or expiration of the contract, the contractor 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 six months following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor 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 Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor 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 Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor 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 Contractor 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 Contractors, 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.

<b>REQUIRED INSURANCE COVERAGE</b>	
<b>COMMERCIAL GENERAL LIABILITY</b>	
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
Independent Contractors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
<b>WORKER'S COMPENSATION</b>	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
<b>COMMERCIAL AUTOMOBILE LIABILITY</b>	
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
<b>UMBRELLA/EXCESS LIABILITY</b>	
Over Primary Insurance	\$5,000,000 per occurrence
<b>PROFESSIONAL LIABILITY</b>	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
<b>COMMERCIAL CRIME</b>	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
<b>MANDATORY COI SUBROGATION WAIVER LANGUAGE</b>	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
<b>MANDATORY COI LIABILITY WAIVER LANGUAGE</b>	
"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 Contractor shall furnish the Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

Nebraska Emergency Management Agency  
 Attn: Recovery Section Administrator  
 1526 K St.  
 Lincoln, NE 68508

These certificates or the cover sheet shall reference the RFP 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 Contractor to maintain such insurance, then the Contractor 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 Contractor.

**J. ANTITRUST**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			

The Contractor 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**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			

By submitting a proposal, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Request for Proposal or project.

Bidder further certifies that bidder will not employ any individual known by bidder to have a conflict of interest nor shall bidder 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, bidder shall provide with its proposal 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 bid evaluation.

**L. STATE PROPERTY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			

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

**M. SITE RULES AND REGULATIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			

The Contractor 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 Contractor 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 Contractor.

**N. ADVERTISING**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			

The Contractor 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. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)**

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

**P. DISASTER RECOVERY/BACK UP PLAN**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
			

The Contractor 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.

**Q. DRUG POLICY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
DS LM			

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

**R. WARRANTY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
DS LM			

Despite any clause to the contrary, the Contractor 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 Contractor 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 Contractor is unable to perform the services as warranted, Contractor shall reimburse the State all fees paid to Contractor 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.

**2CFR200 SUB-PART F AND APPENDIX II  
is incorporated into this Contract as applicable:**

**S. DHS SEAL, LOGO, AND FLAGS**

The provider shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

**T. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS**

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The provider will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

**U. NO OBLIGATION BY FEDERAL GOVERNMENT**

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, provider, or any other party pertaining to any matter resulting from the contract.

**V. SUSPENSION AND DEBARMENT**

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the provider is required to verify that none of the provider's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The provider must comply with 2 C.F.R. pt. 180, sub-part C and 2 C.F.R. pt. 3000, sub-part C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by NEMA. If it is later determined that the provider did not comply with 2 C.F.R. pt. 180, sub-part C and 2 C.F.R. pt. 3000, sub-part C, in addition to remedies available to NEMA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 of 2 C.F.R. pt. 180, sub-part C and 2 C.F.R. pt. 3000, sub-part C while this offer is valid and throughout the period of any contract that may arise

from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**W. CLEAN AIR ACT**

1. The provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The provider agrees to report each violation to NEMA and understands and agrees that NEMA will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The provider agrees to include these requirements in each sub-contract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**X. FEDERAL WATER POLLUTION CONTROL ACT**

1. The provider agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The provider agrees to report each violation to NEMA and understands and agrees that the NEMA will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The provider agrees to include these requirements in each sub-contract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

**Y. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (AS AMENDED)**

1. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.
2. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification.

**APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING**

**Certification for Contracts, Grants, Loans, and Cooperative Agreements**

The undersigned certifies, to the best of his or her knowledge and belief, that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-contracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, ER Assist Inc, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Provider understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

DocuSigned by:  
*Laurel Matula*  
8D7E44E2E0FE428

Signature of Contractor's Authorized Official  
Laurel Matula, President, ER Assist Inc

Name and Title of Contractor's Authorized Official  
4/7/2020

Date

**Z. ACCESS TO RECORDS**

The following access to records requirements apply to this contract:

1. The Provider agrees to provide NEMA, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representative access to any books, documents, papers, and records of the Provider which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Provider agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
3. The Provider agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, NEMA and the Provider acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

**AA. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS**

The Contractor acknowledges that 32 U.S.C Chap.38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

**IV. PAYMENT**

**A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)**

Neb. Rev. Stat. §§81-2403 states, “[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 (Statutory)**

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor 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 Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor

**C. INVOICES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
DS LM			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Itemized invoices shall be submitted to:

NEMA  
2433 NW 24<sup>th</sup> Street  
Lincoln, NE 68524

The terms and conditions included in the Contractor'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.

**D. INSPECTION AND APPROVAL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
DS LM			

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 Contractor 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 (Statutory)**

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 Contractor 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 Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

**F. LATE PAYMENT (Statutory)**

The Contractor 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 (Statutory)**

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative 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 Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor 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 Contractor be paid for a loss of anticipated profit.

**H. RIGHT TO AUDIT (First Paragraph is Statutory)**

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) days' written notice. Contractor 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 Contractor 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 Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor 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 Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
<div style="border: 1px solid black; padding: 2px; display: inline-block;">                     DS   </div>			

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 Contractor, the Contractor 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 Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

## V. PROJECT DESCRIPTION AND SCOPE OF WORK

### A. PROJECT BACKGROUND

Following a Presidentially declared disaster, the State of Nebraska (and other qualified applicants as identified by Federal Emergency Management Agency (FEMA), may receive FEMA grants to assist with the cost to respond to, and rebuild as a result of, the disaster or emergency. The State, through the Nebraska Emergency Management Agency (NEMA), is the administrator of the FEMA funding and is required to assure that all projects funded through FEMA are executed in accordance with federal laws, regulations and FEMA policy. The law, regulations and policies are complex and highly nuanced. Failure by recipients to comply with FEMA funding requirements may subject recipients to a termination of federal assistance or result in required repayment of funds. To address all of the aforementioned federal laws, regulations, policies; NEMA requires staff augmentation to assist applicants with regulatory compliance.

The State is looking for contractors who will provide qualified personnel knowledgeable and experienced with all FEMA programs administered under the Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 et seq. (Stafford Act) for National Flood Insurance Act (NFIA), i.e. Public Assistance (PA), Individual Assistance (IA), Hazard Mitigation Grant Programs (HMGP) and as described in this RFP. The technical assistance provided by Contractor will assist the State in expediting recovery operations from current and future federally declared disasters and will assist the applicants of those disasters by maximizing their grant opportunities.

### B. PURPOSE

The State is positioning itself to support continued needs as a result of the current events, as well as preparing itself to provide immediate support to citizens/entities who may require assistance as a result of future federally declared disasters. The purpose of this Request for Proposal (RFP) is to obtain competitive proposals from qualified Contractors to provide the State of Nebraska with technical assistance to expedite recovery operations for current, or future, federally declared disasters and to assist applicants from those disasters in maximizing their grant opportunities; specifically for PA, IA and HMGP.

### C. INTENT

Due to recurring natural or man-made disasters in the area and the high demand for like services, the State will prepare itself for future disasters in order to maintain the highest state of readiness. The State intends to award multiple contracts as a result of this RFP in order to ensure availability of assistance when needed. Once contracts are awarded for PA, IA and HMGP services, the State reserves the right to issue a task order against an awarded contract of their choice. The State will award task orders based on the best interest of the State. The Contractor must be able to respond within 30 days of a signed Task Order. A faster response time may be written into a Task Order when mutually agreed upon by Contractor and State. This is an indefinite delivery indefinite quantity contract. No guarantee of work is promised after award. No retainer fees will be paid by the State.

### D. GOALS AND OBJECTIVES

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

### E. SCOPE OF WORK

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

#### 1. Tasks and Services

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

- a. Assist sub-recipient in the preparation and review of project worksheets for the Public Assistance Program.
- b. Analyze data and identify existing problem areas and recommend solutions.
- c. Gather information, review and recommend for approval the technical components of project worksheets in areas to include but not limited to: engineering, environmental, historical

- preservation, construction cost analysis, insurance, construction contract compliance, clearances and permits, payments on permanent work and on alternate/improved projects.
- d. Provide program guidance to the State and to sub-recipients on all aspects of debris management.
  - e. Review HMGP applications for regulatory compliance.
  - f. Provide oversight on the review and process of all necessary documentation to support the expenditure of funds.
  - g. Provide technical assistance to sub-recipients on the appeals process of a State/FEMA preliminary damage assessment team if required.
  - h. Provide any additional services required for the administration of all grant programs listed under the NFIA or the Stafford Act.

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

## F. STATE REQUIREMENTS

### 1. Project Management

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

## G. CONTRACTOR REQUIREMENTS

### 1. Weekly Time Sheets

The Contractor will submit weekly time sheets to the NEMA Contract Manager, summarizing total cost for that week. Labor hours will be associated with a specific task order number, labor category, person, date, and job performed. Payments will be made to the Contractor (monthly) upon reconciliation of time sheets; receipt/acceptance of deliverables; and a proper invoice. Time sheets are due the Monday following the end of a pay period.

### 2. Invoices

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

### 3. Task Order Specific Requirements

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

### 4. Performance Requirements

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

### 5. Monthly Reports

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

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

## H. REQUIRED STAFFING

### 1. Position Descriptions

The Contractor shall provide qualified personnel as listed below to the State. The hourly rates shall be inclusive of labor, overhead, travel and all other expenses. Pursuant to any changes by FEMA and updates to current programs, Nebraska reserves the right to add Labor categories based on those changes to meet the needs of the State. Nebraska will allow Contractors, with awarded contracts to submit rates for the new category at that time. Rates may be negotiated and must be approved by NEMA

- a. **Project Manager**

- i. Individual shall have knowledge of the Stafford Act or the National Flood Insurance Act (NFIA) programs, i.e. PA, IA and HMGP and experience commensurate with the position. Serves as the day-to-day principal point of contact for the Contractor. Responsible to ensure that Contractor's personnel are performing within the contract's scope of services. Executes all task orders signed by the NEMA Project Manager.
  - ii. Ensures that the following deliverables are produced:
    - a) Weekly time sheets for all personnel evidencing the assigned task(s) worked, the time worked on the task(s) and the names of all individuals performing the work.
    - b) Monthly report evidencing the task(s) worked, percentage of completion of the task(s) and a report showing the progress and accomplishments since the prior week.
    - c) All weekly reports will be due on the following Monday.
    - d) All monthly reports will be due 3 business days after the end of the month.
- b. **Senior Advisor for Public Assistance**
  - i. Provide technical assistance to the NEMA senior leadership. This individual shall demonstrate extensive knowledge of the operational and regulatory aspects of the FEMA Public Assistance Program and have a minimum of 5 years' experience as a senior member of a state or federal recovery operation, or equivalent experience commensurate with the ability to perform the necessary duties.
- c. **Public Assistance Program Liaison**
  - i. Assist the State in the administration of the FEMA Public Assistance Program in support of the State's sub-recipient. Assigned to sub-recipients as needed in order to identify and address programmatic issues related to recovery operations. Serves as the representative of the State to sub-recipients for the FEMA P A program. Assist sub-recipient with preparation and review of project worksheets, and provide technical assistance to the sub-recipient throughout the life of the project(s). Individual shall be knowledgeable with the operational and regulatory aspects of the FEMA PA Program. Individual shall possess excellent interpersonal and communication skills and have a minimum of two years' experience working on a state/federal recovery operation, or equivalent experience commensurate with the ability to perform the necessary duties.
- d. **Public Assistance Technical Assistance Liaison**
  - i. Review projects to determine the technical requirements and perform a cost analysis. Reviews and approves project worksheets, gathers and evaluates technical data, reviews construction contracts for compliance with state, federal and local laws, regulations and policies, provides assistance on payment issues regarding permanent work and alternate/improved projects. Individual shall have training and education in one or more of the technical fields of construction and engineering, architecture, environmental assessments, historic preservation, insurance and knowledge of federal regulations pertaining to the FEMA Public Assistance Program. The individual will possess the professional license as required.
- e. **Problem Resolution Officer**
  - i. Responds to sub-recipient inquiries and facilitates the resolution of sub-recipient problems/conflicts. Identifies and analyzes data and information which may suggest a developing pattern of problems or complaints and provides the State leadership with courses of action to intervene/correct the situation. Monitors project compliance with applicable federal and state laws, regulations and policies.
- f. **Appeals Specialist**
  - i. Provides information and technical assistance to sub-recipients prior to and throughout the appeals process. Assists the sub-recipients in the preparation of the sub-recipient appeal and provides a supplemental response to the sub-recipient appeal. Individual must be a graduate of an accredited law school and admitted to the bar of any state or the District of Columbia for the past five years, have knowledge of state and federal laws, regulations and policies applicable to the FEMA PA and HMGP, possess analytical skills and experience preparing legal briefs and courtroom presentations.
- g. **Senior Debris Specialist**
  - i. Serves as the senior technical advisor for the State and sub-recipients on all debris issues. Responsible for providing the NEMA Deputy Director for Disaster Recovery and

senior staff, the status of debris management of current and future federally declared disasters, identifying problems and providing the State with recommended solutions. Serves as the state's coordinator and primary point of contact with the FEMA debris management team. Facilitates dispute resolution on debris management issues involving federal, state and local entities. Individual shall possess the experience commensurate with the proven ability to perform the above stated duties.

- h. **Senior Advisor for Hazard Mitigation Assistance**
  - i. Responsible for providing oversight to contract personnel assigned directly to the NEMA HMGP Programs and to provide technical assistance to the NEMA senior leadership. This individual shall demonstrate an extensive knowledge of the operational and regulatory aspects of the FEMA HMGP, and have a minimum of 5 years' experience as a senior member of a state or federal recovery operation, or equivalent experience commensurate with ability to perform the necessary duties.
- i. **Hazard Mitigation Assistance Program Liaison**
  - i. FEMA/State Program Individual with particular expertise in all of the FEMA HMGP, Pre Disaster Mitigation (PDM), Section 406 mitigation measures, benefit cost analysis, mitigation planning, floodplain management regulations; Section 106 Historic Preservation (HP) and National Environmental Protection Act (NEPA) knowledge and experience a plus. Assist with mitigation project development, review project application for programmatic compliance; review mitigation plans for programmatic compliance; assists with the submission and amendment of projects in NEMIS or eGrants. Individuals shall have a minimum of two years' experience working on a state/federal mitigation operation.
- j. **Hazard Mitigation Assistance Benefit-Cost Analysis Specialist**
  - i. Responsible for performing, reviewing, and validating Benefit-Cost Analysis (BCA) for Hazard Mitigation Grant projects. Individuals shall have knowledge of FEMA BCA modules and documentation requirements required to complete BCA including but not limited to flood maps, flood insurance studies, wind maps, elevation certificates, and LIDAR. Knowledge of HAZUS and other damage functions or scenarios is a plus.
- k. **Hazard Mitigation Assistance Technical Liaison**
  - i. Responsible for performing technical review of project applications for technical feasibility, technical review of hydraulic and hydrologic studies, and compliance with law, regulation, Executive Orders, and policies governing floodplains, and environmental and historic preservation requirements. Individuals shall have experience and training commensurate with the technical review of HMGP project application components such as engineering, construction management, hydraulic and hydrology, environmental assessments, and historic preservation. Individuals will possess the professional license as required.
- l. **Lead Individual Assistance Specialist**
  - i. Leads overall coordination to support the Individual and Households Program (IHP) implementation, including Mass Care and Shelter, Unemployment, Crisis Counseling, Legal Services, Disaster Case Management, Other Needs Assistance, Disaster Recovery Centers, Voluntary Agency, Coordination, and Long-Term Recovery efforts.
- m. **Individual Assistance Specialist**
  - i. Ability to support the Individual and Households Program (IHP) implementation, including Mass Care and Shelter, Unemployment, Crisis Counseling, Legal Services, Disaster Case Management, Other Needs Assistance, Disaster Recovery Centers, Voluntary Agency Coordination, and Long-Term Recovery efforts.
- n. **Closeout Specialist:**
  - i. Individual shall possess a minimum of 1 year experience as a closeout specialist in the area of public assistance and will provide subject-matter expertise in a wide range of duties directly related to grant closeout activities of the Stafford Act programs. Has the ability to provide reconciliation, accounting and supporting documentation for the assigned grants to ensure that each sub-recipient will have an audit quality closeout file. Conducts reviews to improve practices, promote effectiveness and efficiency, and ensure compliance with laws, rules and regulations. Monitors the progress of each assigned sub-recipient or project to ensure that all federal and state grant requirements

are met and that files are closed in a timely manner. Possess knowledge on the technical aspects of the program and will be expected to exercise independent judgement in coordination and advice to sub-recipients, within the limits of applicable Federal and State statutes, regulations, policies and procedures. Individual shall possess experience working on a state and/or federal grant program; a baccalaureate degree in accounting, business, finance, engineering, architecture, construction management, or similar fields; or experience commensurate with the proven ability to perform the above stated duties.

**o. Disaster Recovery Specialist:**

i. Individual shall possess a minimum of 1 year experience as a disaster recovery specialist in the area of public assistance and will provide subject-matter expertise in a wide range of duties directly related to grant management activities of the Stafford Act programs. Provides guidance, oversight, and general assistance to sub-recipients in preparing documentation, invoices, and information to request reimbursement for approved, federally funded programs. Conducts reviews of supporting documentation for the assigned grants to ensure that each sub-recipient receives appropriate reimbursement for approved, federally funded programs. Provides reconciliation, accounting and supporting documentation for the assigned grants to ensure that each sub-recipient will have an audit quality file. Possess knowledge on the technical aspects of the federal grant program and will be expected to exercise independent judgement in coordination and advice to sub-recipients, within the limits of applicable Federal and State statutes, regulations, policies and procedures. Individual shall possess experience working on a state and/or federal grant program; a baccalaureate degree in accounting, business, finance, engineering, architecture, construction management, or similar fields; or experience commensurate with the proven ability to perform the above stated duties.

**p. Accounting Analyst:**

i. Individual shall possess a minimum of 1 year experience as an accounting analyst and perform general accounting functions using established systems and procedures. Works with a grant team to conduct day to day activities for Public Assistance programs and responsibilities may include coding and data entry.

**I. BIDDER REQUIREMENTS**

Bidder should complete and submit Attachment A - Bidder Questionnaire with the response.

## **VI. PROPOSAL INSTRUCTIONS**

This section documents the requirements that should be met by bidders in preparing the bidder's response and Cost Proposal. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

Proposals are due by the date and time shown in the Schedule of Events. Content requirements for the Corporate Overview and Technical Approach are presented separately in the following subdivisions; format and order:

### **A. PROPOSAL SUBMISSION**

#### **1. CORPORATE OVERVIEW**

The Corporate Overview will be completed on Attachment A – Bidder Questionnaire. Please also include a separate narrative to the following:

##### **a. 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.

##### **b. 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.

#### **2. TECHNICAL APPROACH**

The technical approach is located on Attachment A – Bidder Questionnaire:

**Form A**  
**Bidder Proposal Point of Contact**  
**Request for Proposal Number 6248 Z1**

Form A should be completed and submitted with each response to this solicitation. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information	
Bidder Name:	ER Assist, Inc
Bidder Address:	Physical: 108 E Central Ave Suite 200 Mailing: PO Box 431
Contact Person & Title:	Laurel Matula, President
E-mail Address:	laurel@erassist.com
Telephone Number (Office):	855-336-2337
Telephone Number (Cellular):	479-619-8900
Fax Number:	n/a no fax line. please scan and email.

Each bidder should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	Laurel Matula, President ER Assist Inc
Bidder Address:	108 E Central Ave Suite 200 Bentonville, AR 72712
Contact Person & Title:	Laurel Matula, President ER Assist Inc
E-mail Address:	laurel@erassist.com
Telephone Number (Office):	855-336-2337
Telephone Number (Cellular):	479-619-8900
Fax Number:	n/a no fax line. please scan and email

## REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance

### CONTRACTOR MUST COMPLETE THE FOLLOWING

with the procedures stated in this Solicitation, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder maintains a drug free work place.

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 Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

\_\_\_\_ NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" 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. N/A. ER Assist is not a Nebraska Contractor.

\_\_\_\_ 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. N/A ER Assist Inc is a certified service connected disabled veteran business but is not a Nebraska resident.

\_\_\_\_ 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. N/A. ER Assist is not claiming preference as a blind person licensed by Commission for the Blind and Visually impaired.

### FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

FIRM:	ER Assist Inc
COMPLETE ADDRESS:	108 E Central Ave suite 200; Bentonville AR 72712
TELEPHONE NUMBER:	855-336-2337
FAX NUMBER:	n/a. please scan and email
DATE:	4/7/2020
SIGNATURE:	DocuSigned by: <i>Laurel Matula</i>
TYPED NAME & TITLE OF SIGNER:	8D7E44E2E0FE428... Laurel Matula, President ER Assist Inc

### Certificate Of Completion

Envelope Id: FBDB20620426488BB8C621B646FDB522	Status: Completed
Subject: Please DocuSign: 6248 Z1 Qualified Staffing RFP 2 21 2020 FINAL.pdf	
Source Envelope:	
Document Pages: 45	Signatures: 2
Certificate Pages: 1	Initials: 33
AutoNav: Enabled	Envelope Originator:
Envelopeld Stamping: Enabled	Laurel Matula
Time Zone: (UTC-08:00) Pacific Time (US & Canada)	laurel@erassist.com
	IP Address: 70.182.169.249

### Record Tracking

Status: Original	Holder: Laurel Matula	Location: DocuSign
4/7/2020 2:34:06 AM	laurel@erassist.com	

### Signer Events

Laurel Matula  
laurel@erassist.com  
Laurel Matula  
Security Level: Email, Account Authentication (None)

### Signature

DocuSigned by:  
  
8D7E44E2E0FE428...  
Signature Adoption: Pre-selected Style  
Using IP Address: 70.182.169.249

### Timestamp

Sent: 4/7/2020 2:36:48 AM  
Viewed: 4/7/2020 2:36:55 AM  
Signed: 4/7/2020 3:08:19 AM  
Freeform Signing

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

### In Person Signer Events

### Signature

### Timestamp

### Editor Delivery Events

### Status

### Timestamp

### Agent Delivery Events

### Status

### Timestamp

### Intermediary Delivery Events

### Status

### Timestamp

### Certified Delivery Events

### Status

### Timestamp

### Carbon Copy Events

### Status

### Timestamp

Laurel Matula  
laurel@erassist.com  
Laurel Matula

**COPIED**

Sent: 4/7/2020 3:08:22 AM

Security Level: Email, Account Authentication (None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

### Witness Events

### Signature

### Timestamp

### Notary Events

### Signature

### Timestamp

### Envelope Summary Events

### Status

### Timestamps

Envelope Sent	Hashed/Encrypted	4/7/2020 3:08:22 AM
Certified Delivered	Security Checked	4/7/2020 2:36:55 AM
Signing Complete	Security Checked	4/7/2020 3:08:22 AM
Completed	Security Checked	4/7/2020 3:08:22 AM

### Payment Events

### Status

### Timestamps

Original RFP Section II-IV Completed

**Attachment A  
Bidder Questionnaire  
RFP 6248 Z1**

**Bidder Name:** ER Assist Inc

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

CORPORATE OVERVIEW	
<b>1.1</b>	<p><b>FINANCIAL STATEMENTS AND INFORMATION</b></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 proposal 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>
<b>Response:</b> Due to space limitations, see <b>1.1 response</b> at the end of this attachment.	
<b>1.2</b>	<p><b>CHANGE OF OWNERSHIP</b></p> <p>If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership with Contractor will require notification to the State.</p>
<b>Response:</b> <b>No change of ownership is anticipated within the next next 12 months of proposal due date (4/7/2020).</b>	
<b>1.3</b>	<p><b>RELATIONSHIPS WITH THE STATE</b></p> <p>The bidder should describe any dealings with the State over the previous five (5) years. If the organization, its predecessor, or any Party named in the bidder's proposal response has contracted with the State or any political sub-divisions of the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.</p>
<b>Response:</b> <b>ER Assist provided services to NEMA under contract # 87167 O4 to provide Preliminary Damage Assessments to the State of Nebraska in 2019.</b>	

**BIDDER'S EMPLOYEE RELATIONS TO STATE**

1.4

If any Party named in the bidder's proposal response is or was an employee of the State within the past sixty (60) 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.

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 proposal 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 proposal. If no such relationship exists, so declare.

**Response: None. N/A.**

**CONTRACT PERFORMANCE**

1.5

If the bidder or any proposed subcontractor has had a contract terminated for default during the past five (5) 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.

It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) 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 proposal accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.

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

**Response: None. N/A. ER Assist has not had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason.**

1.6	<p><b>SUMMARY OF BIDDER'S CORPORATE EXPERIENCE</b></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 proposal.</p> <p>The bidder should address the following:</p> <ul style="list-style-type: none"> <li>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"> <li>a) The time period of the project;</li> <li>b) The scheduled and actual completion dates;</li> <li>c) The Bidder's responsibilities;</li> <li>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</li> <li>e) Each project description should identify whether the work was performed as the prime Contractor or as a subcontractor. If a bidder performed as the prime Contractor, 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.</li> </ul> </li> <li>ii. Bidder and subcontractor(s) experience should be listed separately. Narrative descriptions submitted for subcontractors should be specifically identified as subcontractor projects.</li> <li>iii. If the work was performed as a subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.</li> </ul>
<p><b>Response:</b> Due to space limitations, see 1.6 response at the end of this attachment.</p>	
1.7	<p><b>SUBCONTRACTORS</b></p> <p>If the bidder intends to subcontract any part of its performance hereunder, the bidder must provide:</p> <ul style="list-style-type: none"> <li>a. Name, address and telephone number of the subcontractor(s);</li> <li>b. Specific tasks for each subcontractor(s);</li> <li>c. Percentage of performance hours intended or each subcontractor(s); and</li> <li>d. Total percentage of subcontractor(s) performance hours.</li> </ul>
<p><b>No Response R:</b> n/a</p>	
1.8	<ul style="list-style-type: none"> <li>a. Describe bidder's process for providing PA technical services.</li> </ul>
<p><b>Response:</b> Due to space limitations, see 1.8 response at the end of this attachment.</p>	
1.9	<ul style="list-style-type: none"> <li>a. Describe bidder's process for providing IA technical services.</li> </ul>
<p><b>Response:</b> Due to space limitations, see 1.9 response at the end of this attachment.</p>	

<b>1.10</b>	a. Describe bidder's process for providing HMGP technical services.
<b>Response:</b> Due to space limitations, see 1.10 response at the end of this attachment.	

**1.1 Response:**

**FINANCIAL STATEMENTS AND INFORMATION**

**Description of Organization**

ER Assist Inc is a 10 year old company which specializes in Disaster Recovery. Twenty three full time employees, and numerous project based employees assist clients as they navigate fiscal recovery programs, specifically the FEMA Public Assistance Program. Employees have an average of 5 years industry experience. ER Assist Inc is organized as a benefit corporation, meaning it recognizes that public service is of equal importance to the company as is its financial position.

ER Assist, as a private specialized company, does not disclose detailed financial information. Gross income over past several years is >\$3M/year.

ER Assist Inc client base is local, state, and federal organizations requesting disaster grant assistance in the form of FEMA PA, IA, HMGP; CDBG; FHWA and Corporate Generosity grants.

Banking Reference: JP Barnett, Vice President Commercial Services; ARVEST Bank. [jbarnett@arvest.com](mailto:jbarnett@arvest.com)

**1.6 Response Summary of Corporate Experience  
Requested Sample Experience Matrix**

Client	Prime or Sub	ERA Responsibilities	Time Period (if as sub, time represents sub portio	Scheduled Completion Date	Scheduled Budget (sub portion)	Actual Completion Date	Actual Budget (sub portion)	Reference Name	Phone	email
State of Florida	Sub	Recipient Reviews/Grantee Reviews, reimbursements, appeals, closeouts for 4337, 4399, 4468. 30%+ of costs/project for the entire contract term are performed by ERA, including 100% of recipient reviews. Project expanded by prime due to exemplary performance.	March 2018-present	12/1/2018	\$ 100,000.00	ongoing	\$ 2,000,000.00	Melissa Shirah, Dep Bureau Chief Buck Dickinson, Interim PAO	(850) 815-4447	Melissa.Shirah@em.myflorida.com Frederick.Dickinson@em.myflorida.com
State of Florida	Sub	IA and PA PDA, Project Development, Site Visits, Admin Costs, Appeals, closeouts. 15% of costs/project, including 90% of Cat Z work, were performed by ERA. Project expanded with prime due to exemplary performance.	June 2012-Dec 2014	12/1/2014	\$ 1,000,000.00	12/1/2014	\$ 6,000,000.00	Melissa Shirah, Dep Bureau Chief Buck Dickinson, Interim PAO	(850) 815-4448	Melissa.Shirah@em.myflorida.com Frederick.Dickinson@em.myflorida.com
State of Nebraska	Prime	Preliminary Damage Assessment. Project extended by NEMA.	July 2019-Oct 2019	10/1/2019	\$ 93,375.00	10/1/2019	\$ 143,876.25	Donny Christensen	402-471-7416	donny.christensen@nebraska.gov
State of Alabama	Prime	Admin/Mgt Costs time tracking for National Guard SME assigned to project development	Feb 2016-Oct 2016	10/1/2016	\$ 14,000.00	10/1/2016	\$ 14,000.00	Kelli Alexander	205.280.2269	Kelli.Alexander@ema.alabama.gov
State of Kentucky	Prime	Closeout; Training of Staff	March 2017-Dec 2017	12/1/2017	\$ 150,000.00	12/1/2017	\$ 140,000.00	Jessica Mitchell	502-607-5762	jessica.a.mitchell36.nrg@mail.mil
Garfield AR	Prime	Project Development, Small Project netting, closeout	July 2017 -Dec 2018	12/1/2018	\$ 35,000.00	12/1/2018	\$ 28,000.00	Mayor Gary Blackburn	479-330-0009	garfieldmayor32@gmail.com
Cave Springs AR	Prime	appeal RPA, develop project, site visits, hazard mitigation proposal. transformed \$0 status to \$750,000 grant including environmental, private property and hazard mitigation issues. Project expanded with 2 additional disasters.	12/20/2017-present	12/1/2018	\$ 20,000.00	ongoing	\$ 45,000.00	Treasurer Kimberly Hutcheson	479-248-1040	kimberly.hutcheson@cavespringsar.gov
Avoca AR	Prime	Project Development, Improved Project, Procurement, Closeout	July 2017-present	12/1/2018	\$ 20,000.00	ongoing	\$ 11,000.00	Treasurer Nanette Barnes	479-586-4412	townofavoca@sbcglobal.net
Morgan County KY	Prime	development, reimbursement, closeout of 5 disasters. 404 Hazard Mitigation Proposal (Sirens). Project expanded as disasters and scope of services expanded (originally hired for 1 disaster, stayed on for 4 additional disasters)	Feb 2016-present	12/1/2016	\$ 20,000.00	ongoing	\$ 150,000.00	Judge John Will Stacy	606.743.3898	mcf.vj@gmail.com

## 1.6 Corporate Experience Continued

### ER Assist FEMA PA Specialties

Versed in many areas of FEMA PA and IA, ER Assist excels in:

**Rural Applicants.** Providing technical expertise to applicants with limited experience to FEMA Recovery programs.

**WWTP** Waste Water Treatment Plant, Pumps, and electronic communications.

**406 Mitigation, including H and H studies.** Sadly, most applicants bypass potential 406 mitigation, from lack of awareness, grant fatigue, or improper framing.

**Recipient Review/Project QA/QC.** Company wide, we have completed 4000+ Recipient Reviews under the new FEMA Grants manager system. Recipient Reviews are systematically completed within an average of 1.5 hours (small ) and 4 hours (large). On work to date, this includes a 45% return to federal partner for rework rate, with an average of \$3,000 cost change (additional cost or loss avoidance).

**Cat Z/Management Costs** Grants are automated as part of our time/material /equipment/invoice tracking and export in FEMA requested format (.xls) and packaging (.pdf).

Our 23 full time employees stand at the ready to serve NEMA; 2-4 employees are usually available for immediate deployment; with an additional 5-6 ready within 7 days notice. If work is remote (based in our corporate office), 7-10 employees are usually available for immediate assignment. An additional 30+ personnel serve as project-based personnel if/when needed.

The projects most relevant to this RFP are:

**State of Nebraska** ER Assist provided \$143,000 in PA and IA PDA services to NEMA in 2019.

**Cave Springs AR** ER Assist has provided a full range of services to Cave Springs Arkansas, including RPA appeal, PDA, PDA appeal, State Disaster, Federal Disaster, project development, site inspection, mitigation proposal development, engineering liaison, reimbursement requests, and closeout. projects have spanned over 3 events.

**State of Florida.** ER Assist has provided ~\$10M in PA services over the past several years. We have served as subcontractor on various contracts; however the \$10M represents the amount of work ER Assist provided as a subcontractor.

Current responsibilities are Grants Manager Phase 4 through Project Closeout, including assistance of appeals/determination memos (currently assisting with 30M in appeals).

Previous Responsibilities: PDA, Project Development, Site Inspection, Reimbursement and Closeout.

Sample recent applicant letter:

----- Forwarded message -----

From: Christine Moor <[christinem@svcc-coop.com](mailto:christinem@svcc-coop.com)>

Date: Wed, Jan 8, 2020 at 11:43 AM

Subject: Suwannee Valley Electric Cooperative - Disaster 4337

To: [Amanda Campen@em.myflorida.com](mailto:Amanda.Campen@em.myflorida.com) <[Amanda.Campen@em.myflorida.com](mailto:Amanda.Campen@em.myflorida.com)>

Cc: Jessica Graham <[jessicag@svcc-coop.com](mailto:jessicag@svcc-coop.com)>, Margie Petruzzo <[margie.petruzzo@erassist.com](mailto:margie.petruzzo@erassist.com)>

Ms. Campen,

I wanted to reach out to you to let you know what as pleasure it was to work with Margie Petruzzo with ER Assist. As you know, this can be a very long and tedious process to go through. Margie has been extremely patient, helpful, and has been an excellent resource for us as we navigate this project. I can honestly say she is the best I have worked with to date. You can tell she is invested in her relationship with the subrecipient and is very knowledgeable about the entire process. I just wanted to make sure I shared with someone our gratitude for working with such a great person!

Sincerely,

Christine Moor  
Chief Financial Officer  
Suwannee Valley Electric Cooperative  
Phone: 3863305651 | Fax:



## 1.8 RESPONSE Describe bidder's process for providing PA technical services

ER Assist provides FEMA Public Assistance technical services in a variety of manners. Each applicant or recipient varies in their internal process, personnel, and needs. FEMA requirements, personnel personal preferences, and disaster specific guidance also varies from FEMA Region to Region as well as disaster to disaster. There are three overarching themes to ER Assist:

1. **Data and Documents.** ER Assist uses internal software to track time, track sites, and track projects. This software imports automatically or as needed from various industry software platforms including EMMIE and Grants Manager/Grants Portal. Using this data we are able to forecast productivity and workflows (e.g. 15 projects will enter Recipient Review queue in next 10 days, and current average of 2 hours per recipient review, we'll need to allot 30 hours for Recipient Review this week), as well as evaluate our performance. This software provides automated reports to stakeholders email, and/or is made available for stakeholder use as well at no additional charge.
2. **Customer Service.** ER Assist is a small company, and our focus is to improve the disaster grant process for those around us. Our corporate organization is as a benefit corporation. We are held privately. This means our measure of success is much more than financial returns. We measure our success on how much we have helped. Additional expenses are incurred to support that mission--many such items you won't notice. We maintain a hotline answered by a real person during extended business hours, we seek to share our knowledge with those around us, we continually train and improve. We pay extra for conference call lines that don't have PIN numbers (and are easier for communities in disaster response to use). Our employees are provided the best available working materials--from computers/monitors/software to PPE (e.g. our employees all have masks and wipes, and enough to share with those around them). Unlike the industry norm, only a portion of our hours on a project are billable to our clients--all employees have paid non-billable time to conduct overhead duties, participate in internal communications, training, etc.
3. **Transparency in Communication. Relationships/Production/Data/Documents.** We are the first to highlight what we don't know or can't currently solve. The PA program is continually evolving and the method of solution that worked last year may not work this year. We will continually work to solve, and update progress.

**DAMAGE ASSESSMENT**--using paper or electronic, capture dimensions and cost basis; act as a first line of program communication to applicant.

**HISTORICAL COSTS**--using past disaster, neighboring community, and macro and micro level data; support historical costs.

**MAINTENANCE RECORDS**--many communities struggle with maintenance records, we work to solve this requirement with supporting alternative methods of compliance such as publicly available documentation (e.g. minutes, newspaper, budget) as well as first hand accounts.

**SITE INSPECTIONS**--assist FEMA Site Inspectors with proper framing of issues and data/photo collection.

**DDD and SOW**--ensure proper DDD and SOW are developed.

**HAZARD MITIGATION**--Cost Reasonableness via 15%, Appendix J, or CBA.

**ENVIRONMENTAL/HISTORICAL COMPLIANCE**--including debris and floodplain.

**INSURANCE**--including obtain/maintain and Special Flood Hazard Area.

**QA/QC REVIEW**--succinct review of project, identification of corrections, and delivery of suggested corrections to federal counterparts in a workable manner.

**REIMBURSEMENT**--State Reimbursement Compliance

**CLOSEOUT**--Final Reconciliation and Project Closeout.

## **1.9 RESPONSE Describe bidder's process for providing IA technical services**

**ER Assist provides FEMA Individual Assistance technical services in the manner appropriate for the event at hand.**

- 1. Continually advocate for the community.**
- 2. Remain in compliance with Stafford Act, FEMA Guidance, and State/Local Guidance.**
- 3. Respect the privacy, emotions, and recovery process of the individual.**

**ER Assist has conducted damage assessments in multiple states, and from that work realizes the importance of the word Individual in the term Individual Assistance. Programs and Outcomes are at the aggregate level, but Disaster Recovery for Individuals is a private and emotional matter, that we, as contractors, are entrusted to support. For example: Our IA PDA photos should show damage but not reveal personal information or recovery. IA Housing should not be considered a success until its a housing situation fit for our families. Data, Documentation, and Performance Matters, but so does eye contact and empathetic connection with the disaster survivor. We understand we represent hope and a possible path forward.**

## 1.10 RESPONSE Describe bidder's process for providing HMGP technical services

ER Assist works within established program to deliver streamlined and optimal HMGP technical services.

ER Assist conducts HMGP within the following framework:

**History of Hazards--**ER Assist software is able to identify (with 3 clicks) the #/date/disaster type of federal declarations at county level, the population impacted.

**Type of HMGP--**ER Assist focuses mainly on 5% HMGP projects, but have successful experience with others as well.

**Identify Project Location--**precise location /community/socio-economic/impact area

**NFIP/FIRM--**secure FIRM data from clearinghouse(s)

**Site Photographs--**Appropriate site photos are critical to success of project

**Scope of Work/Budget--**Develop, QA/QC and Confirm Scope and Budget.

**Cost Effectiveness--**Laying out cost effectiveness justification.

**Funding Sources--**helping applicants document funding sources including in kind donations and force account work.

**Alternative Actions--**All projects have some type of alternate--it is vital to fully vet alternatives and document proposed project as best course of action.

**Environmental Documentation--**through independent research, knowledge and clearance with state and federal agencies.

**Maintenance Agreements--**ensure proper maintenance agreements are developed and in place.

### Sample Letter--HMGP:

My congregation, the Rohr Bais Chaya Synagogue, was in need of expert assistance to navigate the Federal Emergency Management Agency's Hurricane Mitigation Grant Program for our school the Rohr Bais Chaya Academy. This program allows government and non-profit organizations to strengthen infrastructure to more effectively withstand the perils of future disasters.

As you can imagine federal grant programs are not for the faint of heart. And my organization was fortunate to hire ER Assist Disaster Funding Solutions to help us navigate the process.

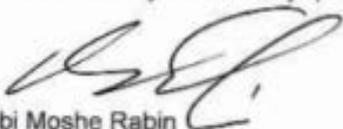
To that end, ER Assist connected all the dots for us. What would have taken my staff months to complete was ready for submission in a matter of weeks.

I am pleased to say that we are on the path to secure a major grant award, primarily because of ER Assist's efforts. This grant will allow us to use our facility as an emergency shelter for the surrounding area when the next disaster strikes, making it possible for us to help our community effectively respond and recover.

Please consider this my highest recommendation for CEO Laurel Matula and the ER Assist Disaster Funding Solutions team.

Any organization would be wise to engage them for their exceptional project management, federal grant and procurement navigation, or software expertise.

Please call me if you have any questions.



Rabbi Moshe Rabin  
Executive Director  
954-520-3844

## Acknowledgment of Amendments

The following amendments were issued:

Addendum 1 - Change in Procurement Procedure 03/20/20

Addendum 1 - Change in Procurement Procedure - Revision One 03/23/20

Addendum 2 - Questions and Answers 03/24/20

Addendum 3 - Revised Link to Submit Electronically 03/25/20

<https://nebraska.sharefile.com/share/getinfo/r71ae253eba64ea08>