

**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

SOLICITATION NUMBER	RELEASE DATE
RFP 6248 Z1	March 3, 2020
OPENING DATE AND TIME	PROCUREMENT CONTACT
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

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

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:
GM			

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:
GM			

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:
GM			

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:
GM			

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:
		<i>GM</i>	Guidehouse respectfully requests the State remove the language "or different" in line 6 to ensure the contractor is granted a cure period

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:
<i>GM</i>			

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:
<i>GM</i>			

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:
<i>Gm</i>			Guidehouse conditionally accepts this provision with the understanding we will add the requested Limitation of Liability to the resultant contract.

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:
GM			

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:
GM			

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:
GM			

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:
GM			

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:
GM			

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:
GM			

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:
<i>GM</i>			

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:
GM			

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:
GM			

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:
GM			

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:
<i>Gm</i>			

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:
<i>Gm</i>			Guidehouse accepts conditions with the addition of the following language: CONTRACTOR will own its working papers, pre-existing materials and software, as well as any general skills, know-how, process, or other intellectual property (including a non-client specific version of any Deliverables) which CONTRACTOR may have discovered or created as a result of the Services.

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:
GM			

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.

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

3. EVIDENCE OF COVERAGE

The 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:
GM			

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:
GM			

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:
GM			

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:
<i>GM</i>			

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:
<i>GM</i>			

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:
<i>GM</i>			

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:
GM			

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:
GM			

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, Guidehouse, 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:

Gaurav Menon

EF589E90B987415...

Signature of Contractor's Authorized Official

Gaurav Menon, Partner

Name and Title of Contractor's Authorized Official

04/06/20

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:
GM			

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 24th 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:
GM			

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:
GM			

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:	Guidehouse Inc.
Bidder Address:	1800 Tysons Blvd, 7th Floor McLean, VA, 22102
Contact Person & Title:	Gaurav Menon, Partner
E-mail Address:	gmenon@guidehouse.comr
Telephone Number (Office):	N/A
Telephone Number (Cellular):	(267)-879-9730
Fax Number:	N/A

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:	Guidehouse Inc.
Bidder Address:	1800 Tysons Blvd, 7th Floor McLean, VA, 22102
Contact Person & Title:	Gaurav Menon, Partner
E-mail Address:	gmenon@guidehouse.com
Telephone Number (Office):	N/A
Telephone Number (Cellular):	(267)-879-9730
Fax Number:	N/A

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.

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

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

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

FIRM:	Guidehouse Inc.
COMPLETE ADDRESS:	1800 Tysons Blvd, 7th Floor, McLean, VA, 22102
TELEPHONE NUMBER:	(267)-879-9730
FAX NUMBER:	N/A
DATE:	4/6/2020
SIGNATURE:	<i>Gaurav Menon</i>
TYPED NAME & TITLE OF SIGNER:	Gaurav Menon, Partner

DocuSigned by:

 EF589E90B987415...



Submission of this proposal is not an indication of Guidehouse's willingness to be bound by all of the terms presented in the State of Nebraska (the "State") Request for Proposal for FEMA Technical Assistance (the "RFP"). This proposal in response to the State's RFP does not constitute a contract to perform services and cannot be used to award a unilateral agreement. Final acceptance of this engagement by Guidehouse is contingent upon successful completion of Guidehouse's acceptance procedures. Any engagement arising out of this proposal will be subject to negotiation of a mutually satisfactory vendor contract including modifications to certain RFP terms and conditions, and including our standard terms and conditions and fees and billing rates established therein.

Given our past history of successfully negotiating mutually agreeable terms with similar public sector agencies, we do not anticipate any difficulty in reaching a contractual agreement that will enable us to provide the professional services which you are requesting, while protecting the interests of both parties.

Guidehouse respectfully requests the following provision be included in any resultant contract:

Limitation of Liability. Except to the extent finally determined to be prohibited by law, Contractor's aggregate liability for all claims, losses, liabilities, or damages in connection with this agreement or its subject matter, whether as a result of breach of contract, tort (including negligence), or otherwise, regardless of the theory of liability asserted, is limited to no more than the total amount of fees paid to Contractor for the particular Service giving rise to the liability under this agreement. In addition, Contractor will not be liable for any lost profits, consequential, indirect, punitive, exemplary, or special damages. Also, Contractor shall have no liability arising from or relating to any third-party hardware, software, information, or materials selected or supplied by the State.



State of Nebraska – State Purchasing Bureau
FEMA Administrative Services
Solicitation Number # RFP 6248 Z1

Proposal for Contractual Services

Proposal Response

April 7, 2020

Provided to:

State of Nebraska – State Purchasing
Bureau
Attn: Annette Walton/Nancy Storant
1526 K Street, Suite 130
Lincoln, NE 68508

Provided by:

Guidehouse Inc
Gaurav Menon | Partner
1800 Tysons Boulevard, 7th Floor
McLean, VA 22102-4257
(267) 879-9730
gmenon@guidehouse.com

Taxpayer Identification Number (TIN): 82-4596065
Data Universal Numbering System (DUNS): 079529872
Commercial and Government Entity (CAGE) Code: 783T6

guidehouse.com

This proposal includes data that shall not be disclosed outside State of Nebraska and shall not be duplicated, used, or disclosed in-whole or in-part for any purpose other than to evaluate this proposal. If, however, a contract is awarded to this Contractor as a result of, or in connection with, the submission of this data, State of Nebraska shall have the right to duplicate, use, or disclose the data to the extent provided in the resulting contract. This restriction does not limit State of Nebraska's right to use information contained in this data if it is obtained from another source without restriction. The data subject to this restriction are contained in all pages/sheets herein.

This proposal does not constitute a contract to perform services. Final acceptance of this engagement by Guidehouse is contingent upon successful completion of Guidehouse's acceptance procedures. Any engagement arising out of this proposal will be subject to the execution of our formal engagement contract, including our standard terms and conditions and fees and billing rates established therein.

April 7, 2020

Annette Walton/Nancy Storant
State of Nebraska – State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

Dear Ms. Annette Walton and Ms. Nancy Storant,

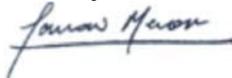
On behalf of Guidehouse Inc, we appreciate the opportunity to present our qualifications to the State of Nebraska. Our team has the extensive experience, knowledge, and resources required to deliver the highest quality services and value to Nebraska. We are confident that we can successfully deliver upon all your requirements as identified within the RFP, and we hope that you find our proposal compelling. We believe we have the right personnel to serve the State for the following reasons:

- **Extensive grant funding compliance knowledge and experience working** at the state, county, and municipal levels managing and overseeing disaster recovery efforts and insurance reimbursement, including extensive work throughout the United States with various entities including Joplin, Missouri, Florida, Colorado, Harris County, Texas, North Carolina, Louisiana, Puerto Rico, West Virginia, South Carolina, New York, and various others.
- **A seasoned, experienced, qualified, scalable, and committed team** that the State will enjoy working with, integrated with local and cost-effective resources tailored to provide the best value for the State of Nebraska. Our team has a proven track record working at the state and local levels and we look forward to the opportunity to bring that seasoned experience to effectively serve the State of Nebraska
- **Significant experience developing programmatic disaster recovery policies and procedures**, long-term disaster recovery planning/implementation expertise, preparation and submission of hazard mitigation grant program applications, as well as related grant management services for several major disaster recovery funding programs. We are particularly experienced with FEMA Public Assistance (PA) program administration and are well-versed in its alternative procedures and pilot programs; our firm is currently managing one of the largest implementations of FEMA's New PA Delivery Model following Hurricane Harvey in Harris County, Texas.
- **A lean organizational structure** with simplified, ready to use tools, templates, and methodologies to serve the State seamlessly through critical program management and compliance tasks, cost control, schedule control, project management, and project closeout.

We understand that your choice of a partner in this endeavor is an important decision. We are confident that our extensive experience and commitment, combined with our highly skilled team and deep resources, uniquely position us to assist you in achieving your goals. We appreciate the opportunity to present our approach and credentials in the following pages.

Guidehouse acknowledges receipt of Addendum 1, 2 and 3.

Sincerely,



Gaurav Menon
Partner | Advanced Solutions
Phone: (617) 596-7633 | Email: gmenon@guidehouse.com

Corporate Overview- Guidehouse Inc.

Bidder Identification and Information

Headquarters/Office Location: 1800 Tysons Boulevard, 7th Floor, McLean, VA 22102-4257

History: Guidehouse is a Delaware corporation that offers management advisory services to government and multilateral clients. On October 11, 2019, Guidehouse LLP completed its previously announced acquisition of Navigant Consulting, Inc., which is now known as Guidehouse Inc. As of January 1, 2020, we have further integrated the Guidehouse and Navigant businesses by consolidating Guidehouse LLP's operations into Guidehouse Inc. Together, our company has over 20 years of experience in providing professional services to our government and commercial clients.

About Us: We are proud of our track record of successful service to government agencies across the US and, in particular, our reputation for delivering exceptional results and building trust with our clients. We are dedicated to helping government entities solve complex business issues, manage risk, and add value to performance through our comprehensive offerings in training and workforce development, strategic communications, process and operations improvement, financial management, program management, risk and compliance, security, and data management.

Our firm's guiding principle – building trust in society by solving complex problems – defines who we are and is particularly relevant as we prepare for this opportunity. We take our guiding principle to heart, each and every day, working side by side with our clients, particularly in the area of FEMA (PA, IA and HMGP), CDBG-DR, FHWA, and other disaster recovery programs. Our staff is knowledgeable on the current provisions related to recovery programs found in the Stafford Act or National Flood Insurance (NFIA), 44 Code of Federal Regulations ("CFR"), and 2 CFR, and keeps abreast of changes to relevant policies, such as the Disaster Recovery Reform Act of 2018. Our team supports public sector entities involved in the delivery of large and complex disaster recovery and resilience programs, with a focus on long-term recovery and capital project and infrastructure rebuilding strategies.

What truly differentiates Guidehouse's approach to FEMA Grant Administration is that it is embedded within our broader suite of capabilities. This enables us to provide a wide range of specialized services and to bring on the right people at the right time, whatever your needs. Whether you need robust data analytics, project management, risk management, business process improvement, stakeholder engagement or other support while building and executing on your FEMA programs, we have team members with both public and private sector experience in these areas. Additionally, because we have experience working at both the state and federal level – including with FEMA and HUD – we understand the complex disaster recovery landscape, and how to avoid common pitfalls and challenges within this environment.

Please see Attachment A – Bidder Questionnaire for further details on Corporate Overview.

Leader in
DISASTER RECOVERY PROGRAM MANAGEMENT

HARRIS COUNTY, TX: Hurricane Harvey Recovery
PUERTO RICO: Hurricane Maria Economic Development
FEMA: PA Re-engineering; PA Technical Assistance
NEW YORK STATE: Superstorm Sandy Recovery
NEW JERSEY STATE: Superstorm Sandy Recovery
NEW YORK CITY: Superstorm Sandy Recovery
STATE OF LOUISIANA: Katrina, Rita Recovery
CITY OF JOPLIN, MO: Post 2011 Tornado Recovery
STATE OF IOWA: 2008 Flood Recovery
STATE OF INDIANA: 2008 Flood Recovery
GOVERNMENT OF HAITI: Earthquake Crisis Recovery
INDIA: National Disaster Communication Network
UNITED NATIONS: Indian Ocean Tsunami Recovery
JAPAN: Post 2011 Tsunami Recovery

**Attachment A - Revision One
Bidder Questionnaire
RFP 6248 Z1**

Bidder Name: Guidehouse Inc.

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

CORPORATE OVERVIEW	
1.1	<p>FINANCIAL STATEMENTS AND INFORMATION</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>
<p>Response:</p> <p>Guidehouse Inc. has substantial financial resources to complete this assignment. As a former public company, all material information for the past 5 years has been reported in our public filings. These filings can be found on our Investor Relations page. Please refer to the appended Financial Resource Statement (Appendix A) for details on the financial capacity of our legacy Guidehouse LLP entity.</p>	
1.2	<p>CHANGE OF OWNERSHIP</p> <p>If any change in ownership or control of the company is anticipated during the twelve (12) months following the 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>
<p>Response:</p> <p>There is no change of ownership anticipated during the twelve months following April 7, 2020.</p>	

1.3	<p>RELATIONSHIPS WITH THE STATE</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>
<p>Response:</p> <p>Guidehouse and our teaming partner, Olsson have had dealings with the State and/or sub-divisions of the state. Please see Appendix B for further details.</p>	
1.4	<p>BIDDER'S EMPLOYEE RELATIONS TO STATE</p> <p>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.</p> <p>If any employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor to the bidder, as of the due date for 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.</p>
<p>Response:</p> <p>Guidehouse does not have any employee relations with the State</p>	
1.5	<p>CONTRACT PERFORMANCE</p> <p>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.</p> <p>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.</p> <p>If at any time during the past five (5) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.</p>
<p>Response:</p> <p>Guidehouse enters into hundreds of contracts each year with a number of federal, state and local, and international government agencies. Due to the far-ranging nature of our practices and consistent with the experience of other major professional service firms, Guidehouse has failed to complete a project from time to time. The majority of these situations have been the result of a lack of client funding. Given our past history of successfully negotiating mutually agreeable terms with similar public sector</p>	

agencies, we do not anticipate any difficulty in reaching a contractual agreement that will enable us to provide the professional services which you are requesting, while protecting the interest of both parties.

SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

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

The bidder should address the following:

1.6

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

Response:

The Guidehouse team has a long track record of delivering the successful management of disaster recovery programs. Our subject matter specialists bring deep experience and knowledge of the regulatory environment through our work supporting FEMA Public Administration (PA) programs in Harris County, Texas, Louisiana, Colorado, and New York; Community Development Block Grant- Disaster (CDBG-DR) programs in the City of Joplin [MO], Harris County [TX], as well as the states of New York, and New Jersey; Hazard Mitigation Grant Program (HMGP) and Social Services Block Grant (SSBG) funds for the State of New York; FEMA IA, Small Business Administration (SBA) and USDA Rural Development experience in Greensburg, Kansas; and consulting services to FEMA and HUD headquarters. Time and time again, we have rolled up our sleeves to partner with our clients to provide programmatic disaster recovery services, long term recovery planning and implementation, and regulatory compliance and grant management. We have selected our Harris County Disaster Recovery Program Administration to display our oversight of FEMA PA programs, Olsson's Beal Slough Design of Flood Reduction Measures Project to display our expertise in FEMA HMPG and Harris County Housing Authority to display our experience with FEMA IA.

Guidehouse	Harris County Disaster Recovery Program Administration
Project Schedule	January 2018 – Ongoing, On schedule
Responsibilities	<p>Guidehouse is engaged with Harris County, Texas on several fronts to support its recovery efforts following Hurricane Harvey. Harris County is the 3rd most populous county in the US with over 4.5 million residents and over 1,700 square miles, making it larger in size and economy than many US states. With the magnitude of unprecedented damage, Harris County contracted Guidehouse to provide overall grant administration, project management, and financial oversight for several federal and state agencies including but not limited to FEMA, FHWA, HUD, TDEM, and GLO related to Hurricane Harvey relief.</p> <ul style="list-style-type: none"> • The Guidehouse team provided expert grant administration services for FEMA PA and other recovery grant programs including planning, strategy support, project management, organizational assistance, design, construction, reporting and monitoring, and project closeout. • The team led the project formulation and reimbursement processes for the entire FEMA PA program for Hurricane Harvey, which included performing project costs reconciliations, invoice reviews, documentation packaging, and scope eligibility reviews. • The team supported Harris County, one of the largest applicants to use the new FEMA PA model. Our team is made up of FEMA experts familiar with following the New FEMA PA processes and communicating with the many FEMA stakeholders involved with the program. The team provided financial management, operational, strategic, and grants management support for the administration and oversight of disaster recovery grants
Client Reference	[REDACTED]
Contract	Guidehouse Prime Contract
Subcontractor Project	Beal Slough Design of Flood Reduction Measures
Project Schedule	2009-2012, Scheduled Completion 08/2012; Actual Completion 10/2012
Responsibilities	<p>Olsson worked with the Lower Platte South Natural Resources District (LPSNRD), the State of Nebraska Department of Correctional Services (DCS), and the City of Lincoln to reduce flooding along Beal Slough. Olsson prepared environmental and historical documents to help project owners secure funding through Hazard Mitigation Grant Program (HMGP). The team delivered conceptual designs and cost estimations for the proposed measures. We also provided a detailed evaluation of the benefits and costs for the project, a critical element of the application. Once funding was secured, the team's roadway and structural engineers prepared construction design plans for the removal of a railroad bridge, the removal and replacement of an access road bridge on the Nebraska State Penitentiary property, and the removal and replacement of the 14th Street roadway bridge over Beal Slough. We also developed plans for flood protection barriers with the capability to protect land, property, and citizens in the case of a 500-year flood. Throughout the project, we coordinated with regulatory agencies, the Nebraska Emergency Management Agency (NEMA), the Nebraska Department of Transportation (NDOT), BNSF Railway, Lincoln Electric System (LES), and several other stakeholders. Olsson successfully guided the project through the design, bidding, and construction phases.</p>
Client Reference	[REDACTED]
Contract	Olsson- Prime Contract

Subcontractor Project Harris County Housing Authority Disaster Housing Assistance Program (DHAP)	
Project Schedule	02/2006 to 09/2009; Scheduled Completion 09/2009; Actual Completion 09/2009
Responsibilities	Nan McKay & Associates (NMA) assisted Harris County Housing Authority (HCHA) in analyzing requirements, developing local guidance, policies, forms, videos, publications, and resource material to operate the temporary housing program. NMA set up the organizational structure for processing large groups of families quickly and efficiently as well as working with the landlords to gain and continue support for the program. NMA worked closely with other local partners to run program offices in both Houston and New Orleans. NMA also staffed both offices to help with verifying the identity of applicants, eligible citizenship status, connection to the disaster, duplication of benefits, and occupancy and ownership status. When HCHA needed to convert the tenants from temporary DHAP vouchers to the Housing Choice Voucher (HCV) program, the NMA team brought in 22 full-time staff to process over 7,000 lease ups. NMA set up operations in Houston to set up interviews for all residents, completed eligibility determination, duplication of benefits which included an in-depth review of FEMA Individual Assistance (IA), rent calculations, scheduled inspections and completed the formal lease up process. NMA completed this entire project in a four-month period
Client Reference	[REDACTED] [REDACTED]
Contract	Nan McKay & Associates- Prime Contract

SUBCONTRACTORS	
1.7	If the bidder Contractor intends to subcontract any part of its performance hereunder, the bidder Contractor must provide:
	<ul style="list-style-type: none"> a. Name, address and telephone number of the subcontractor(s); b. Specific tasks for each subcontractor(s); c. Percentage of performance hours intended or each subcontractor(s); and d. Total percentage of subcontractor(s) performance hours.

Response:
<p>Olsson Brian Osborn, CHMM, Vice President Address: 2111 S. 67th Street, Suite 200, Omaha, NE 68106 Phone number: (402) 938- 2489 Email address: bosborn@olsson.com</p> <p>Specific Tasks: Assist with preparation and review of project worksheets for the Public Assistance program, provide needed engineering services, environmental, construction cost analysis, clearances and permits. Assist with HMGP applications for regulatory compliance. Percentage: 12%</p> <p>Nan McKay & Associates Catherine Ures, Vice President of Professional Services Address: 1810 Gillespie Way, Suite 202, El Cajon, CA 92020 Phone number: (760) 567-0323 Email address: cures@nanmckay.com</p> <p>Specific Tasks: Assist with Individual Assistance programs, provide technical assistance trainings, assist with stakeholder outreach, manage the applicant intake process and provide communication and outreach materials as needed. Percentage: 12%</p>

Water Resources Solutions, LLC

Donald W. Baker, P.E., D. WRE, AVS, CPESC, Principal and Owner

Address: 3515 W. 75th St., Suite 208, Prairie Village, KS 66208

Phone number: (913) 302-1030 **E-mail address:** dbaker@wrs-rc.com

Specific Tasks:

Assist with preparation and review of project worksheets for the Public Assistance program, provide needed engineering services, environmental, construction cost analysis, clearances and permits. Assist with HMGP applications for regulatory compliance. Percentage: 12%

Viriya Consulting

Shannon Anastosopolos, Co-president

Address: 2516 Annie Baxter Avenue, Joplin, MO 64804

Phone number: (417) 434- 3186 **Email address:** s.anastosopolos@viriyaconsulting.com

Specific Tasks:

Assist with providing administrative services as needed for the management of all the grant programs under the NFIA or the Stafford Act. Percentage: 12%

1.8

a. Describe bidder's process for providing PA technical services.

Response:**Our Understanding of your Needs**

The foundation of our approach to serving the State of Nebraska in the administration of programs administered under the NFIA or the Stafford Act in the response to Federally declared disasters is customer service, efficiency, and integrity. Having worked on many recovery efforts across the United States and around the globe, we are prepared to bring our extensive knowledge of the FEMA Public Assistance (PA) process, including the New PA delivery model, to NEMA in your recovery efforts to meet current demands and future goals, as well as support your legacy operations. As part of our FEMA PA Technical Approach, we provide an extensive overview of our strategy, processes, and proposed schedule of performance to address scope of work item outlined in this RFP.

There is no "one size fits all" approach to disaster recovery, and we will bring you a unique, tailored solution that addresses your specific needs. While all programs must comply with federal regulations, including the Stafford Act, Code of Federal Regulations (CFR), the FEMA Public Assistance Policy and Procedures Guide, and more, we understand that each State, Sub-Recipient and Grantee's efforts will be different. The State of Nebraska is looking for a partner who understands the processes throughout the lifecycle of the FEMA programs. We also understand that the State needs a trusted partner who will not only address their immediate FEMA PA needs but also address the State's long-term recovery needs.

Project Understanding and Approach

We understand that managing, overseeing and distributing disaster recovery funds can be a very complex undertaking. Recipients and subrecipients must comply with complicated and often vague federal requirements, adhere to various state and federal regulations, while minimizing the potential for fraud, waste and abuse. Further, these recipients of disaster funds must successfully utilize these monies trimly and efficiently while executing projects that meet the needs of their identified project(s). Our subject matter specialists bring deep experience and knowledge of the regulatory environment through our work supporting FEMA PA programs in Harris County, Texas, Louisiana, Colorado, and New York; CDBG-DR programs in the City of Joplin, Harris County, New York, and New Jersey; HMGP and SSBG funds for New York State, FEMA IA, SBA and USDA Rural Development experience in Greensburg, Kansas and consulting services to FEMA and HUD headquarters. Time and time again, we have rolled up our sleeves to partner with our clients to provide programmatic disaster recovery services, long term recovery planning, and regulatory compliance and grant management. We will approach our disaster recovery administration and compliance work for the State through the cumulative lens of this experience, bringing to bear best practices and lessons learned, as well as leveraging your long-term expertise on the ground to-date.

New FEMA PA Delivery Model

Our Guidehouse team is uniquely capable of supporting you in implementing the New FEMA PA Delivery Model. We have supported Harris County, one of the largest applicants to use the new model since it was introduced, for more than two years. Our team brings FEMA experts familiar with following the New FEMA PA processes and communicating with the many FEMA stakeholders involved with the program. Along with a wealth of valuable knowledge gained from our current Harris County project, our team will be able to communicate and assist your personnel on gaining a better understanding of the new delivery model. Given our extensive understanding and experience delivering the New FEMA PA program, we will provide the programmatic disaster recovery and grant management services the State of Nebraska needs to meet the current administrative demands and support its legacy events throughout the lifecycle of the recovery program.

To this end, our programmatic grant administration, compliance, and management approach will have three priorities.

Priority 1: Project Listing Development

1.1 Immediate Needs

A challenge in effective disaster recovery is balancing your immediate needs with long-term recovery plans. As your trusted advisor, we will work to identify opportunities that assist in meeting immediate needs while focusing on the bigger picture by developing and executing strategies designed to effectively and efficiently address what matters most to you and your stakeholders. Our approach will focus on maximizing recovery funding outcomes while minimizing risk. To enable compliance and efficiency, our team will constantly challenge ourselves to address the State of Nebraska’s needs today in a way that will not be at risk for de-obligations in the future. For example, depending on the severity of the disaster and the financial capacity of the State, we will identify opportunities for expedited Project Worksheet obligations and advancement of funds from federal and state partners so that State can effectively conduct its recovery efforts and activities. The Guidehouse team will work with applicants and/or Sub-Recipients to formulate their own projects and are required to submit all supporting documentation at audit-ready completeness to FEMA through the Grants Portal (GP). Projects with work completed are to be “closeout-ready” at formulation with this documentation collection effort, to reduce audit time/review on the backend.

ACTIVITY	DESCRIPTION
Identify immediate needs	Understand cash flow implications for the sub-recipients and identify any needs for immediate funding (e.g. expedited projects for emergency work and debris removal)

1.2 Financial Compliance and Funding Anticipation

Frequently evolving program policies and guidelines make accurately tracking costs over the lifecycle of the program a tremendous burden for applicants. The Guidehouse team has extensive experience providing our clients with the guidance and tools needed to accurately track costs eligible for the FEMA PA program. With the New FEMA PA Delivery Model, there are multiple opportunities to maximize funding assistance. We will identify opportunities for funding strategies within grant programs, such as the opportunity for collecting Section 324 management costs and critically evaluating the participation in the Management Cost Interim Program (MCIP); applying CDBG-DR funding as part of the PA match review component; evaluating FEMA Pilot Programs such as the 428 alternative procedures pilot program; adding 406 Hazard Mitigation scope of work to eligible projects; and instituting pass through strategy for multiple grants, if applicable.

Our team has extensive experience with advising our clients in participating in a number of FEMA pilot programs, including the Management Cost Interim Program (MCIP), Direct Administrative Cost Pilot Program, the PA Alternative Procedures (PAAP) Pilot Program for Debris Removal, and the PAAP Pilot Program for Permanent Work. We also understand the advantages and disadvantages to requesting alternate or improved projects for eligible project worksheets. To evaluate the appropriateness of opting into these programs, we will conduct analyses on anticipated funding implications.

Case in Point

HARRIS COUNTY FEMA PA SUPPORT

Guidehouse has supported Harris County’s FEMA Public Assistance program through damage identification, project consolidation, FEMA Grants Portal setup, project submission, appeals, and several other activities. Through this support, we have been able to identify key areas of improvement for FEMA, TDEM, Harris County, and for our own team and have brought those recommendations before the appropriate stakeholders. As a result of our recommendations, several enhancements to the County’s FEMA recovery have been implemented including:

- *Increased TDEM participation*
- *Increased coordination with FEMA staff*
- *Increased attention to workplan*
- *Decreased aging of projects in FEMA queues*

Additionally, we will also discuss the advantages and disadvantages of opting into these programs with the State. We will also evaluate and provide guidance to the State on how the Disaster Recovery Reform Act influences the States' decision to participate in the FEMA pilot programs.

ACTIVITY	DESCRIPTION
PDMG Coordination	Coordinate with the Program Delivery Manager (PDMG) to begin evaluation of previously determined "Special Projects"
428/Hazard Mitigation	Review necessary documentation for any additional 428 or Hazard Mitigation Projects and coordinate with NEMA's engineering partners, where needed
Assess environmental impact reports	Review environmental impact reports on any planned disturbances or considerations relevant to the FEMA PA program to ensure the correct permits are collected.
Compliance check	Ensure all projects meet compliance requirements to be eligible for PA.

1.4 Project Scope Development and Cost Estimation Review

The Guidehouse team will assist with identifying and providing support for eligible costs for FEMA funding sources, as well as other potential recovery programs. We will identify and enter costs into the appropriate portals Through our extensive work with the FEMA PDMGs in Harris County, our team understands the extensive and thorough documentation requirements for each project in the PA program, especially with the New FEMA PA Delivery Model. We will use the system of record we establish with the State of Nebraska that caters to the specifics needs to track the collection and submission of documents to support eligibility, including: proof of ownership, maintenance records, procurement-related information such as bid documentation and contracts, cost documentation such as purchase orders and invoices, and proofs of payment. The New FEMA PA Delivery Model prompts applicants to provide most of the supporting documentation prior to the initial obligation of the projects, which requires a significant level of 'up-front' effort to complete the application in a timely fashion. Our team will review all documentation for accuracy and completion and ensure all eligible project costs are adequately supported by the documentation. In the instance required documentation is not available, we will assist the subrecipient staff with preparing supporting memos and/or cost reasonable justifications to support the work completed by the subrecipient and ensure that all information is populated into Grants Portal.

**Sample
FEMA ELIGIBILITY REQUIREMENTS**

Description	Size	Category	Uploaded Date
Personnel Regulations	275.7 KB	Force Account Labor Pay Policy; General Documents	09/26/2017 02:11 PM EDT
Insurance Document - Property Schedule	142.2 KB	General Insurance Documents; Insurance Policy	07/16/2018 01:07 PM EDT
WO 6023 - DI 14430 - DR4332TX - CJC - Site Inspection Sign In Sheet	620 KB	Field Checklist; Sign-In Sheet	06/12/2018 03:53 PM EDT
WO 6023 - DI 14430 - DR4332TX - CJC - SI Checklist	358.3 KB	Field Checklist	06/12/2018 04:21 PM EDT
WO 6023 - DI 14430 - DR4332TX - CJC - Project Checklist	842 KB	Field Checklist	06/12/2018 04:36 PM EDT
WO 6023 - DI 14430 - DR4332TX - CJC - Location Map	191.6 KB	Map	06/12/2018 05:00 PM EDT

To effectively formulate projects, the Project worksheet development process will document and quantify disaster-related damages and community development needs, codify the scope of work and associated costs for eligible repair/restoration costs, and capture any additional project-specific conditions as required by law, regulation or policy.

1.5 Alternate Site Project and Site Improvement Request

We understand that in-kind repairs are not necessarily the best course of action following an event. We will work with NEMA to identify candidates for alternate or improved project scopes. Based on the planned costs and scope of work, we will determine if those projects should enter the Section 428 Public Assistance Alternative Procedures program.

1.6 Project Worksheet Writing, Review and Final Approval

Our team will work with FEMA and the subrecipient in drafting the PWs and ensuring that all damages are captured, costs are eligible for FEMA funding, and costs are accurate and reasonable. We will work with the State staff to review and validate PWs through the Grantee review process. This will include reviewing any eligibility determinations, adjustments to cost estimates and validating any applicable insurance deductions and requirements, if applicable.

Sample
ELIGIBILITY RECONCILIATION TOOL

Project Name:		
FYAS Transaction Code:		
FEMA Approx. Cost:	75,000.00	
Document Type	Noted? (Y/N/Partial) / Remo to Collect	
Photographs		
Permits		
Maps		
Maintenance Records		
Contract		
Site Documents		
Invoices		
Force Account Labor Summary		
Timesheet		
Force Account Equipment Summary		
Equipment List		
Force Account Materials Summary		
Material List		
Collected Invoice Listing		
Invoice #	Vendor	Amount

Prior to obligation, our team will continuously coordinate with the applicable representatives to ensure that all damages are captured, costs are eligible for FEMA funding, and expenditures are accurate and reasonable. After projects are determined to be ready for obligation, we will recommend advancing the projects in the FEMA Grants Portal. Once the information is advanced in the FEMA Grants Portal, FEMA staff at their Consolidated Resource Centers (CRCs) will conduct Initial Reviews and initiate the subsequent compliance reviews. FEMA will also route the PW in the FEMA Grants Portal to NEMA for review and approval via the Grants Portal. We will work with State staff to review and validate PWs through the CRC and Grantee review process. This will include reviewing any eligibility determinations, adjustments to cost estimates and validating any insurance deductions and requirements, if applicable, prior to the determination of final eligible costs. To complete the PW writing phase, we will work with stakeholders with the use of the Grants Portal to complete the following:

ACTIVITY	DESCRIPTION
Review all DDDs	Review all project DDDs completed by the CRC (non-site inspection projects) for accuracy and completion.
Review final project costs	Review all final project costs, scope, DDDs and DIs to ensure all relevant costs and damages have been included in projects.

1.7 FEMA/Grantee Meetings & Technical Assistance

Guidehouse will support the State of Nebraska with providing regular communications and community outreach (if necessary), attending federal, state, and local government stakeholder meetings, and conducting trainings and providing Technical Assistance for internal and external stakeholders on recovery efforts. This will be an ongoing effort.

Priority 2: Project Worksheet (PW) Management

2.1 PA Programmatic Compliance Reviews

As demonstrated throughout this document, the Guidehouse team is a leading expert in disaster recovery grants management and regulatory compliance. We have expert staff who are prepared to advise and help ensure compliance with various regulatory provisions required under FEMA PA and other grant-funding sources. Our staff include those with expert understanding of federal procurement requirements under 2 CFR 200, as well as applicable federal/state laws, regulations, requirements, and executive orders related to public buildings and public works, public health and welfare, financial management, civil rights, equal employment opportunity, affirmative action, minority and women-owned business utilization, labor standards, and other applicable federal provisions.

2.2 Eligibility Review

We understand that managing, overseeing and distributing disaster recovery funds can be a complex undertaking. Grantees and applicants must comply with complicated and often vague federal requirements, provide detailed documentation, and minimize the potential for fraud, waste and abuse. They must do all of this while promptly and efficiently executing projects that meet the needs of their varied constituents. Given these conditions, even the most straightforward FEMA projects run the risk of ineligibility and other compliance issues. The best way to help ensure that PA projects are eligible, and therefore that federal funds are distributed, expended, and reported correctly, is to establish a robust project scope and PW development program that lays the foundation for effective compliance monitoring and includes thorough policies and procedures for ongoing compliance monitoring through the life of recovery.

Our subject matter specialists bring deep experience and knowledge of the emergency management regulatory environment through our work supporting FEMA PA, HMGP, CDBG-DR, and SSBG funds for New York State, CDBG-DR funds for the State of New Jersey, CDBG-DR funds for the City of Joplin, FEMA IA, SBA and USDA RD funds for the City of Greensburg Kansas, numerous FEMA-administered programs in Louisiana, Colorado, and Texas, and consulting services to FEMA PA at FEMA’s Washington, DC headquarters. We have a proven track record of capably working with our clients to achieve regulatory compliance, maintain financial fidelity and mitigate potential eligibility issues – with the end goal of delivering high quality and compliant projects. We will approach our regulatory compliance work for the State of Nebraska through the cumulative lens of this experience, bringing to bear best practices and lessons learned as well as your experience on the ground to-date.

2.3 Program Funding Request Documentation

Our experience has taught us that a thorough and comprehensive document management program is the foundation of a successful grant management and disaster recovery effort. It is essential to maintain accurate project files to maintain compliance with federal and state regulations and to receive reimbursement for project expenditures in a timely manner.

We believe that document management processes and tools must be comprehensive without being burdensome. Our team will leverage leading practices established by AIIM (Association for Information & Management) and ARMA (Association of Records Managers and Administrators) to govern document management. Our focus will be on promoting proper standards and protocols at both the program and project file level, with transparency and compliance as guiding principles. We will also utilize our knowledge of FEMA requirements to help facilitate requests for reimbursement. While we realize every state is different, we will ensure that our team works with the subrecipients' staff to review and validate supplied documentation related to reimbursement for FEMA projects, such as:

- Requests for Reimbursement (RFR)
- Summaries of Documentation
- Quarterly reports
- Small project validations
- Project scope changes
- PW Versions and Closeout PWs
- Requests for final inspection
- Management and DAC reimbursement documentation

Case in Point

JOPLIN PROGRAM ADMINISTRATION

Guidehouse has worked with the City of Joplin through the lifecycle of their CDBG-DR Program Administration. As the grant lifecycle is ending, Guidehouse assisted the City in proactively tracking and monitoring the program expenditures. As excess funds were identified in certain programs, Guidehouse facilitated a conversation with City stakeholders to identify evolution of needs in the City and how funds could be reprogrammed and opportunities of program redesign.

Priority 3: Close-out & Other Administrative Activities

3.1 Close-Out

Our approach to the effective administration of recovery grants starts with a mindset of 'closeout readiness on Day 1'. We will be prepared to support the subrecipients through PW closeout, grant closeout, and ultimately appealing potential decisions for various projects and grants. Our goal for the subrecipients is to maximize the amount of funding received from the federal government and other resources and minimize or eliminate any recapture of funds after they are expended.

We believe the process for achieving successful close-out begins at the very onset of the recovery program, so the following items will be key to the State's success:

- Document Management: This task will effectively set the tone for the recovery administration and will assist in setting a solid base for an effective closeout.
- Monitoring of Work Completion: We will work closely with the subrecipients' staff to ensure that project files contain all compliance documentation for project closeout, including results of monitoring, and correspondence related to changes in scope and cost of work. Our team will monitor projects throughout their lifecycle to ensure the project files are complete.

1.9	a. Describe bidder's process for providing IA technical services.
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Response:

Our approach to providing FEMA Individual Assistance (IA) technical services focuses on outreach, education and empowerment. Our team will work hand-in-hand with the State to develop an outreach plan tailored to communities to provide awareness of the available programs such as:

- Mass care and Emergency Assistance
- Individuals and Households Program Assistance
- Disaster Case Management
- Crisis Counseling Assistance and Training Program
- Disaster Legal Services (as applicable)
- Disaster Unemployment Assistance (as applicable)
- Voluntary Agency Coordination

Additionally, our team will work to educate and empower individuals and communities by providing technical assistance workshops and key tools and templates for individuals to streamline the application submission process. This is best achieved through a robust communication plan.

Effective disaster recovery efforts must include coordination with an exhaustive list of stakeholders, including government agencies, the media, vendors, subrecipients, and the community at large. Each stakeholder will have varying roles and levels of engagement. To maximize success, the State will have to communicate clearly and frequently with these stakeholders to ensure their unique and discrete needs are being addressed. Our team will establish a thoughtful and proactive communication plan to ensure timely dissemination of critical information to the State's key stakeholders. The Communication Plan will include frequency, method, and timing of communications, and will be tailored to provide a sensitive, thoughtful, and focused approach to each key stakeholder sector. As needed, we will establish a routine physical presence with key stakeholders, as well as utilize technology when appropriate, to provide proactive technical assistance, training, oversight, and coordination. Our team understands that when a disaster happens, it is important to ensure that the State maximizes its methods of communications to ensure communities have access to all the resources available to them. The Guidehouse team has worked with various models and appreciate the importance of utilizing traditional and social media platforms to maximize outreach. Our outreach experience includes, but is not limited to; local radio, local newspaper publications, Facebook, Twitter, Comprehensive Website builds, and Informative Brochures. Our team has been instrumental in developing policies and procedures to help govern the applicant intake process. Additionally, the Guidehouse Team has managed a centralized applicant intake center where citizens can obtain relevant information necessary in helping to identify funding opportunities needed to help them in their recovery efforts. We have designated and trained Program Coordination staff responsible for the applicant intake, documentation review and income eligibility determination. With accessibility in mind, our will also ensure accommodations are provided for disabled individuals or individuals with limited English proficiency.



Finally, our team understands the importance of maintaining focus on compliance throughout program delivery. Guidehouse will work alongside the State to ensure compliance and proficiency in the State's efforts to:

- Prevent duplication of benefits
- Maximize available resources
- Coordinate efforts to help disaster survivors navigate the recovery process
- Implement methodologies to prevent fraud, waste and abuse

Just as there is not a "one size fits all" approach to managing *community* recovery, there also is no "one size fits all" approach to managing *individual* recovery from a disaster. However, Guidehouse will use our experience and knowledge gained through other community engagements, public outreach programs, and workshops to aid the State of Nebraska in developing their own uniquely tailored FEMA IA Delivery Model.

1.10	a. Describe bidder's process for providing HMGP technical services.
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Response:

As disasters continue to become more prevalent, and with increasing severity, we understand the importance of bringing focus to preparedness, resiliency, and hazard mitigation to address critical infrastructure, environmental, and economic needs. Our team understands the key purpose of the Hazard Mitigation Grant Program (HMGP) is to ensure that the State incorporates mitigation as well as disaster resiliency measures to reduce the risk of loss of life and property when future disasters occur. As part of this process the team will identify risks and vulnerabilities associated with natural disasters that have occurred in the past and work with the State to develop mitigation strategies to reduce or eliminate long term risks that result from these devastating events.

Authorized under Section 404 of the Stafford Act, the HMGP program provides grants to States and local governments to implement long-term hazard mitigation measures after a major disaster declaration. Our team will assist the State, throughout the program's lifecycle, as your agency performs any and all tasks necessary to administer the program including, but not limited to:

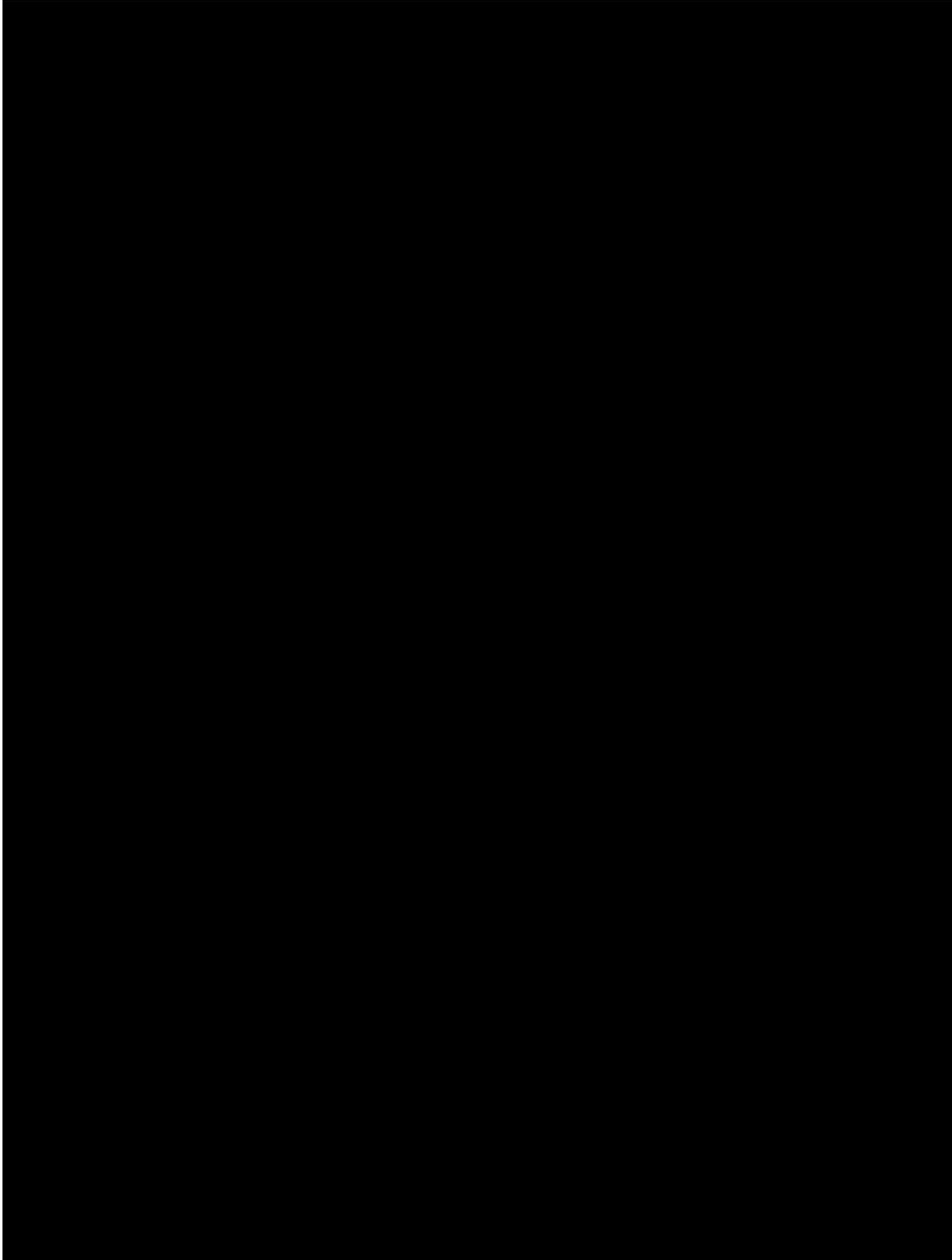
- Manage the overall program within the State of Nebraska.

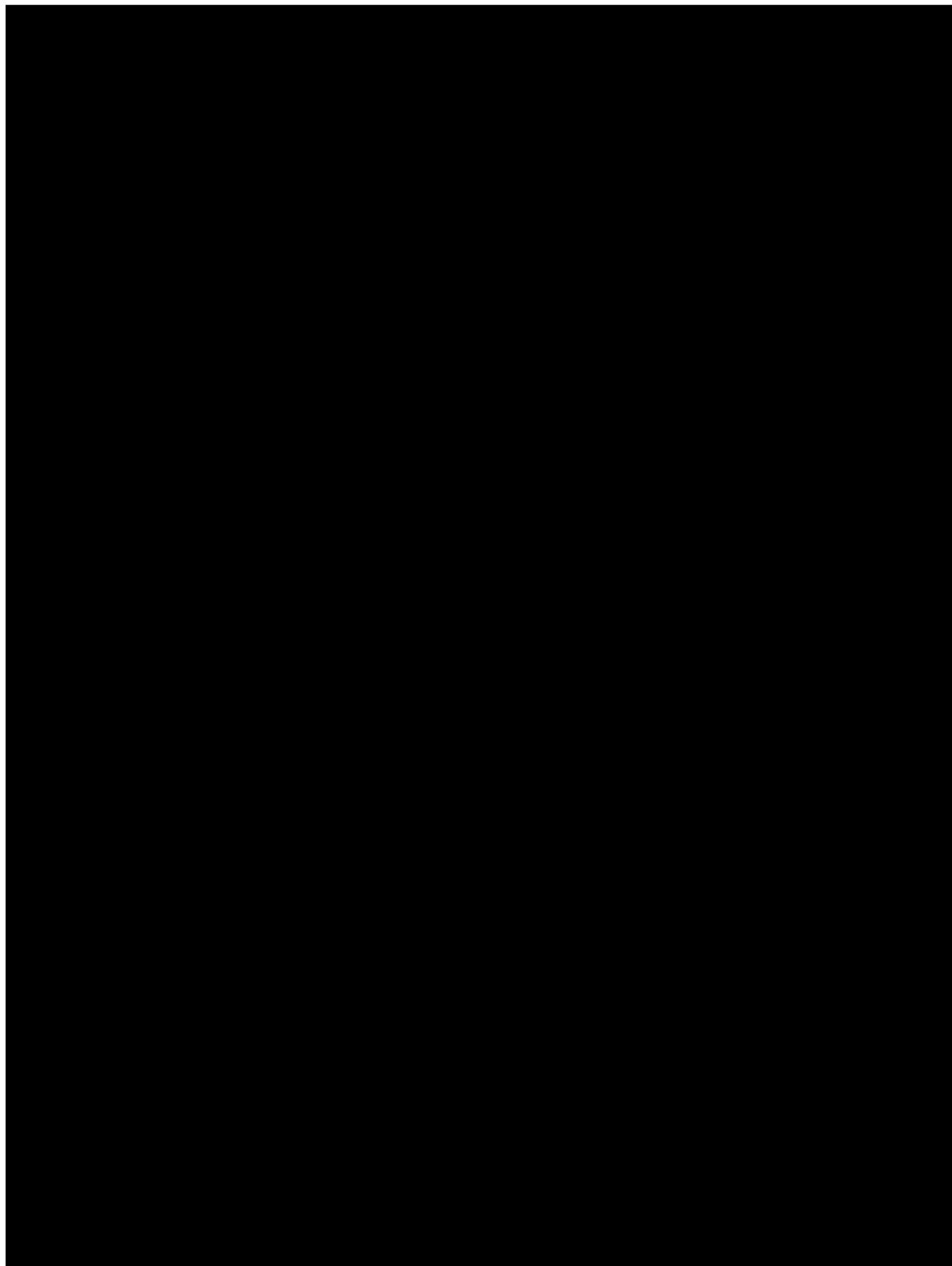
- Ensure that the FEMA Regional Director has approved the State's Hazard Mitigation Plan and the State's administrative plan for implementing the HMGP.
- Establish funding priorities and select projects for funding based on those priorities.
- Solicit interest in the program and help potential applicants develop complete applications.
- Establish deadlines for applications.
- Provide applicants with technical assistance (mitigation techniques and best practices, HMGP policy, etc).
- Ensure that mitigation measures are cost-effective, benefit the disaster area, and are consistent with the mitigation plans required under Section 322 of the Disaster Mitigation Act of 2000.
- Forward selected projects to FEMA for final eligibility review.
- Ensure that applicants and subgrantees adhere to all program and administrative requirements.
- Perform grantee responsibilities of monitoring the progress of projects and submitting quarterly reports to FEMA indicating the status and completion date for each approved project.

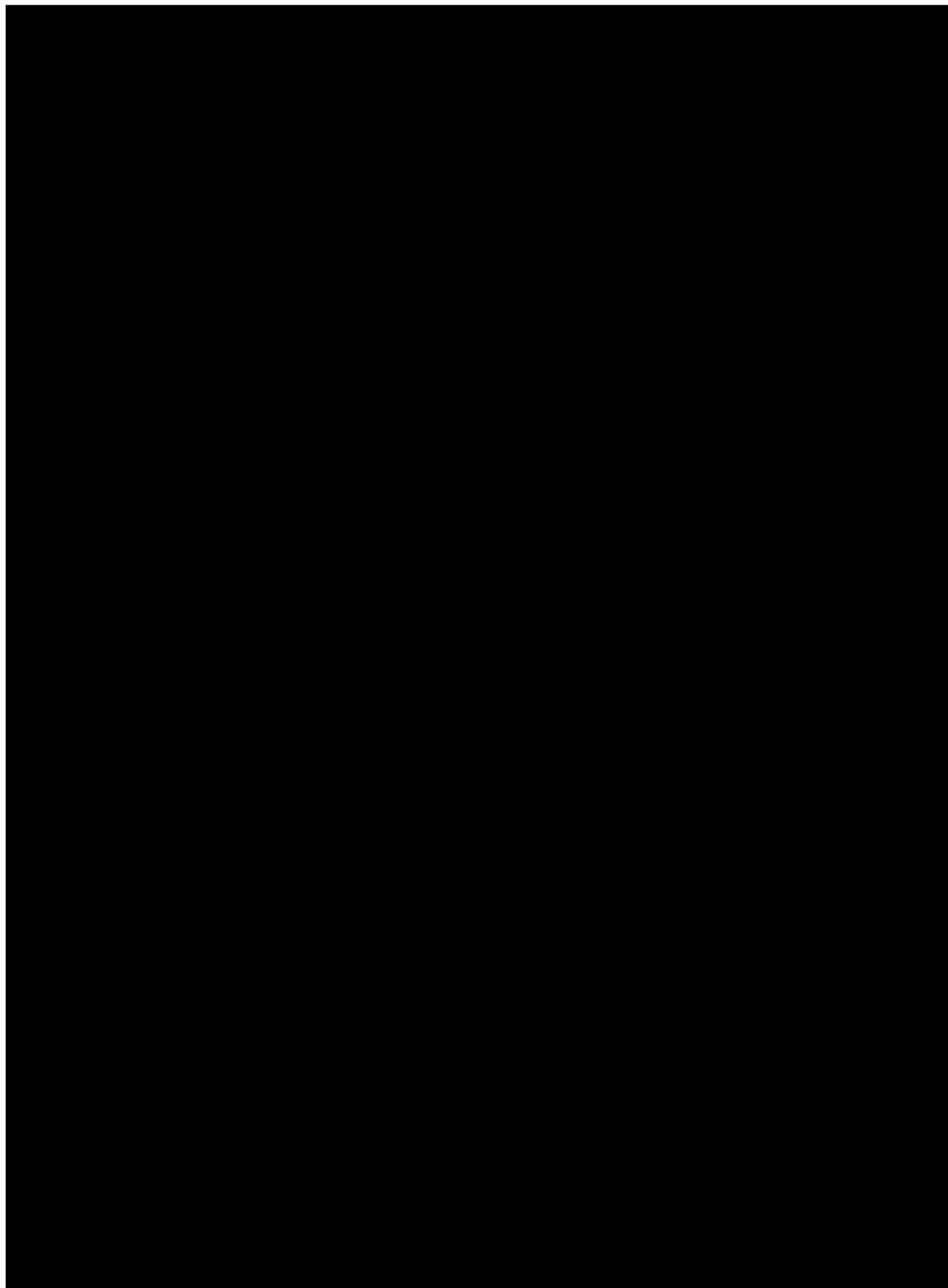
Disaster Resiliency and Technology

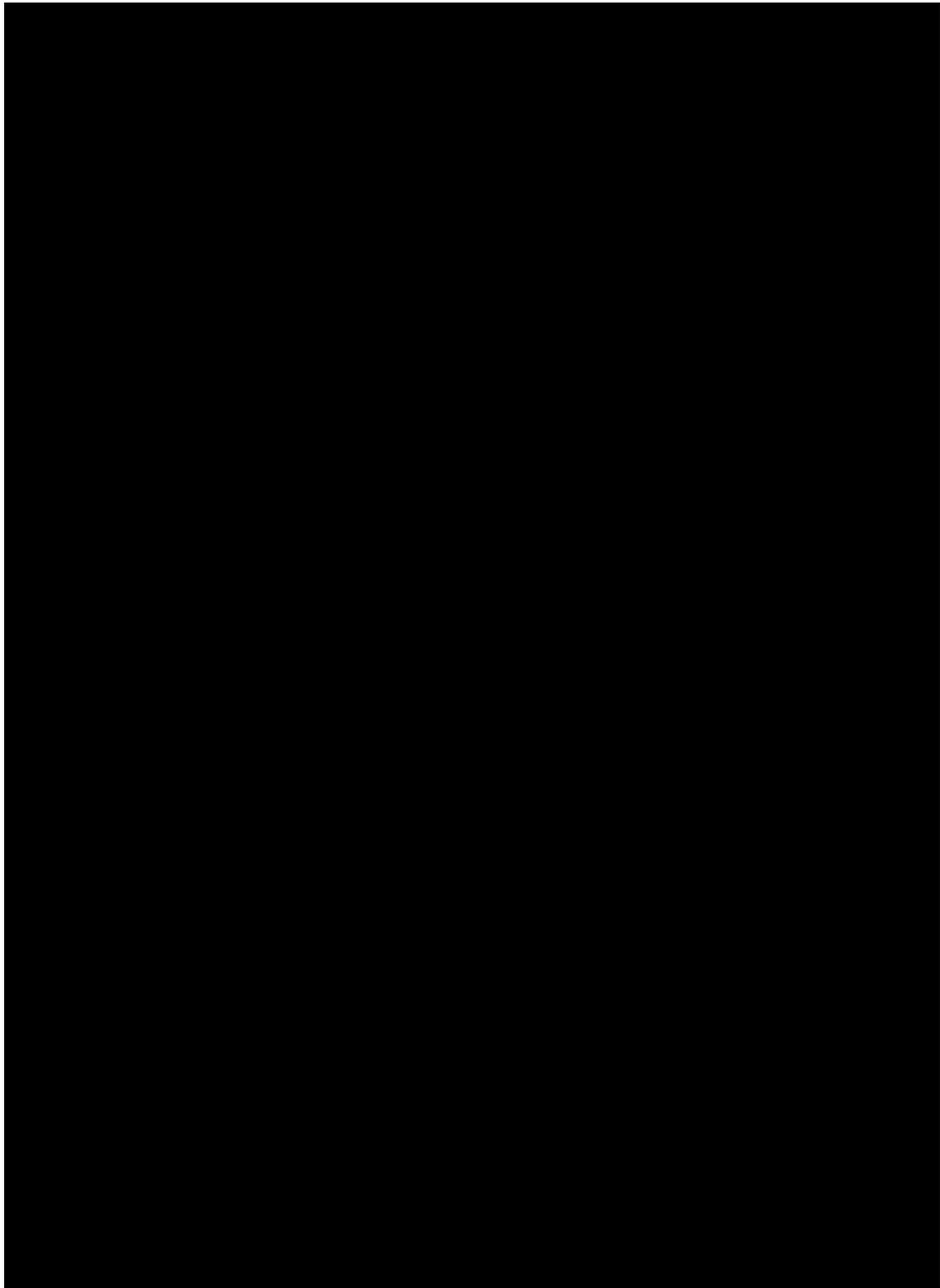
Having led Smart Cities and Disaster Resiliency movements with other recovering communities, our team understands the importance of the incorporation of technology in this effort. Utilizing new technology and tools will help the State to become more resilient towards future disasters. The team will perform a current state assessment and review the tools being used by the State in the event of a disaster. The team will review the types of the disasters that have occurred, communication strategies, response methods and try to determine the gaps, lessons learned and work with the State to find ways to address these gaps. Additionally, the Guidehouse team will review best practices from other States and/or grantees with similar disasters and find ways to incorporate these strategies in the States HMGP recovery plan. Finally, the team will also work with the State to identify hazard mitigation and other alternate funding opportunities and work to develop hazard mitigation and resilient recovery approaches. The team will work with the State to rank these opportunities and help to determine how these will help towards achieving the State's resiliency goals.

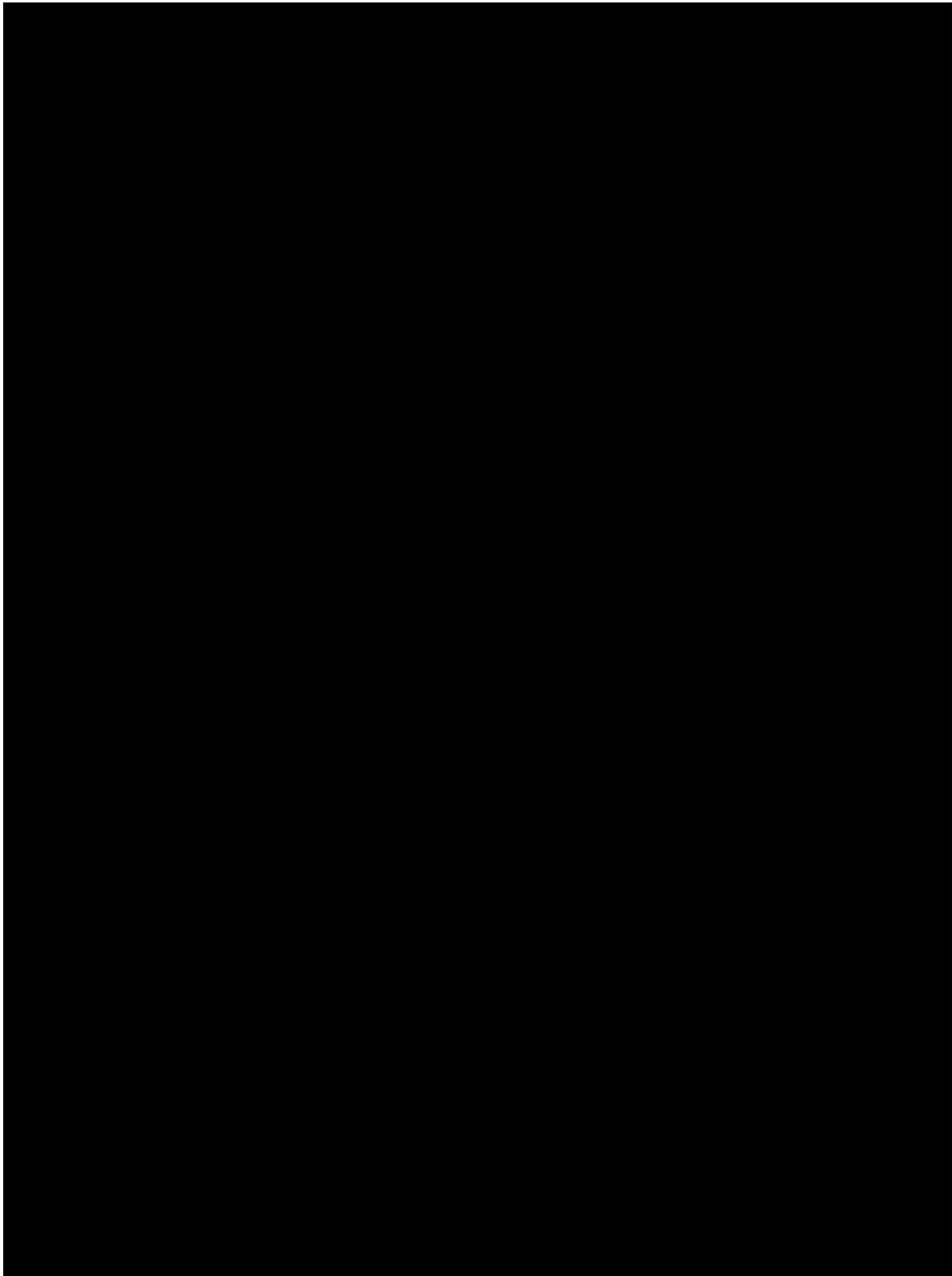
Appendix A: Financial Statement











Appendix B-1: Guidehouse Relationship with the State

Contract	Client	Description of Work	Start	End
180155	Nebraska Medicine	Women's & Children's Strategic Planning Services	4/5/2015	5/5/2016
181641	Nebraska Department of Health and Human Services	Preparation of a Request for Proposal to Procure Medical Managed Care Entities	6/14/2015	1/9/2017
181644	Nebraska Department of Health and Human Services	Hospital Rate Setting	11/1/2015	1/19/2017
181977	Nebraska Medicine	Women's Cancer Strategy Facilitation and Development	6/7/2015	10/13/2015
187106	Nebraska Division of Medicaid; Long-Term Care; Nebraska Division of Medicaid	Outpatient EAPG Modeling	5/1/2017	12/31/2018
187417	University of Nebraska, Omaha	Information Security Incident Investigation	3/13/2016	3/24/2017
194781	Nebraska Department of Health & Human Services	APR-DRG Version 34 Conversion for client	12/1/2017	9/12/2018
202717	Nebraska Department of Health and Human Services	Development of a Medicaid outpatient EAPG prospective payment system	9/1/2018	11/30/2019

Appendix B-2: Teaming Partner Relationship with the State, Olsson

Olsson, a Nebraska-based company, has had the opportunity to work with a variety of state agencies, including over 80 projects in the past three years with the Nebraska Game and Parks Commission (NGPC), Nebraska Department of Administrative Services (NE DAS), Nebraska Department of Correctional Services (NDCS), Nebraska Department of Natural Resources (NDNR), Nebraska Department of Transportation (NDOT), and Nebraska Army National Guard (NEARNG).

In the past five years, Olsson has held 12 on-call contracts with the NDOT. Eight of the contracts dealt directly with environmental and remediation services (see list below).

Contract Name	Start Year
Environmental Services (VK1806-01)	2020
Construction Engineering (BK 1811)	2018
Hazmat Assessments (VK1824)	2018
Environmental Services (VK1713)	2017
Planning Documents (VK1708)	2017
Environmental Services (VK1640)	2016
Environmental Services (VK1623)	2016
Environmental Services (VK1507)	2015
Embedded NEPA Specialist (VK1503)	2015
Bridge Group III Repair (CK1413)	2014
On-Call NEPA Services (VK1412)	2014
Scoping Documents (VK1401)	2014

We have also held the following number of individual contracts with other state departments in the last five years.

State Agency	Number of Contracts
NEARNG	44
NGPC	23
NDNR	10
NE Department of Administrative Services	5
NDCS	3
Nebraska Information Technology Commission	1