

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:	Hagerty Consulting, Inc.
Bidder Address:	1618 Orrington Avenue, Suite 201, Evanston, IL 60201
Contact Person & Title:	Katie Freeman, Director of Operations
E-mail Address:	katie.freeman@hagertyconsulting.com
Telephone Number (Office):	847-492-8454, x 119
Telephone Number (Cellular):	510-851-2664
Fax Number:	847-859-1710

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:	Hagerty Consulting, Inc.
Bidder Address:	1618 Orrington Avenue, Suite 201, Evanston, IL 60201
Contact Person & Title:	Katie Freeman, Director of Operations
E-mail Address:	katie.freeman@hagertyconsulting.com
Telephone Number (Office):	847-492-8454, x 119
Telephone Number (Cellular):	510-851-2664
Fax Number:	847-859-1710

By submission, we acknowledge receipt, and acceptance of, Addendum 1-3.



Katie Freeman, Director of Operations

04/07/2020

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.

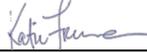
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

____ 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:	Hagerty Consulting, Inc.
COMPLETE ADDRESS:	1618 Orrington Avenue, Suite 201, Evanston, IL 60201
TELEPHONE NUMBER:	847-492-8454
FAX NUMBER:	847-859-1710
DATE:	4/3/2020
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Katie Freeman, Director of Operations

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

Bidder Name: Hagerty Consulting, Inc.

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

CORPORATE OVERVIEW	
1.1	<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>Hagerty Consulting, Inc. (Hagerty) takes seriously the important role it plays in managing complex, potentially sensitive, federal, state, and local projects. As such, Hagerty maintains significant liquidity so that it may always meet its current and future obligations, including unanticipated disaster events. Hagerty manages its finances in a conservative manner and has never had a project interrupted, or passed on an opportunity, due to a lack of liquidity.</p> <p>Hagerty is a registered S-Corporation and is not required by state or federal statute to obtain a financial statement audit. As we have not obtained an audit, we are providing financial statements for 2018 and 2019 as Attachment 1 under confidential cover, to support our proposal submission. In addition to the \$17 million of current assets on our balance sheet, Hagerty has \$7 million of liquidity available under two credit facilities with third party financial institutions.</p> <p>If this information does not adequately prove our financial ability to support this and future projects, then we respectfully request the opportunity to provide additional evidence to prove our overall financial resources and strength. Due to the confidential nature of these documents, we respectfully request that this information only be shared with appropriate officials on a need-to-know basis. Under no circumstance should this information be shared with representatives outside of the scope of this solicitation, without the express written permission of Hagerty. If you have any questions regarding this financial information, please contact Keith King, our Director of Finance and Accounting, at 847-492-8454 ext. 111 or at keith.king@hagertyconsulting.com.</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>
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Response:

No change of ownership is anticipated.

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>
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Response:

Hagerty is actively engaged with the State on several contracts directly addressing recovery from 2019 statewide flooding. These contracts are identified below.

Contract Name	Nebraska Emergency Management Agency Mitigation Services Contract
Contract Number	N/A; Emergency Procurement
Contract Duration	1/8/2020 – 7/7/2020
Description	To provide mitigation program support in alignment with FEMA's programs under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act)

Contract Name	Nebraska Emergency Management Agency Services Contract for Public Assistance
Contract Number	N/A; Emergency Procurement
Contract Duration	1/6/2020 – 7/7/2020
Description	To provide Public Assistance (PA) Program support in alignment with the Stafford Act.

Contract Name	State of Nebraska, Long-Term Recovery Assistance
Contract Number	87744 O4
Contract Duration	9/9/2019 – 9/8/2020
Description	Supply and deliver Long-Term Recovery Assistance to the State of Nebraska

Contract Name	State of Nebraska, Community Development Block Grant - Disaster Recovery Action Plan
Contract Number	20-03-072
Contract Duration	2/1/2020 – 6/30/2020
Description	To develop a Community Development Block Grant-Disaster Recovery (CDBG-DR) Action Plan for the State of Nebraska.

<p>1.4</p>	<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>No proposed Hagerty project staff have been employed by the State of Nebraska in the past 60 months.</p>	
<p>1.5</p>	<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>Hagerty has not defaulted on any contracts. Hagerty has had one contract cancelled in the past five years. Hagerty was retained by the State of Illinois to provide emergency recovery support due to flooding in the spring of 2019. The State was not given a full declaration for both Individual Assistance (IA) and PA Program support, and therefore the State exercised their option to terminate the contract for convenience. This cancellation was executed prior to Hagerty performing any services for the State of Illinois.</p>	

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.

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:

Bidder Identification and Information:

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

COMPANY PROFILE

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

OFFICE LOCATION

Hagerty is headquartered out of our Evanston, Illinois office and will conduct all operational and administrative work from that location.



Summary of Bidder's Corporate Experience

Hagerty possesses proven experience in the disaster recovery field, having played direct roles in many of the nation's top ten costliest disasters to include: supporting New York City (NYC) after Superstorm Sandy and the September 11 terrorist attacks; supporting the City of New Orleans following Hurricane Katrina; supporting the Metropolitan Transit Authority of Harris County (METRO) in the aftermath of Hurricane Harvey; and working with the State of California to recover from the Camp Fire, to name a few. In executing our mission to help clients prepare for, respond to, and recover from disasters, Hagerty has helped clients across the nation obtain and retain federal recovery grant funding for which they are eligible – more than \$24 billion – without any negative audit findings. Since our inception in 2001, Hagerty has grown to a team of more than 152 full-time professionals and a cadre of more than 1,000 consultants who work to support emergency management and disaster recovery projects nationwide. In the past five years, Hagerty has supported more than 400 projects at the local, state, and federal levels, with scopes that include long-term community recovery and resiliency, evacuation planning, mitigation program implementation, and disaster cost recovery training.

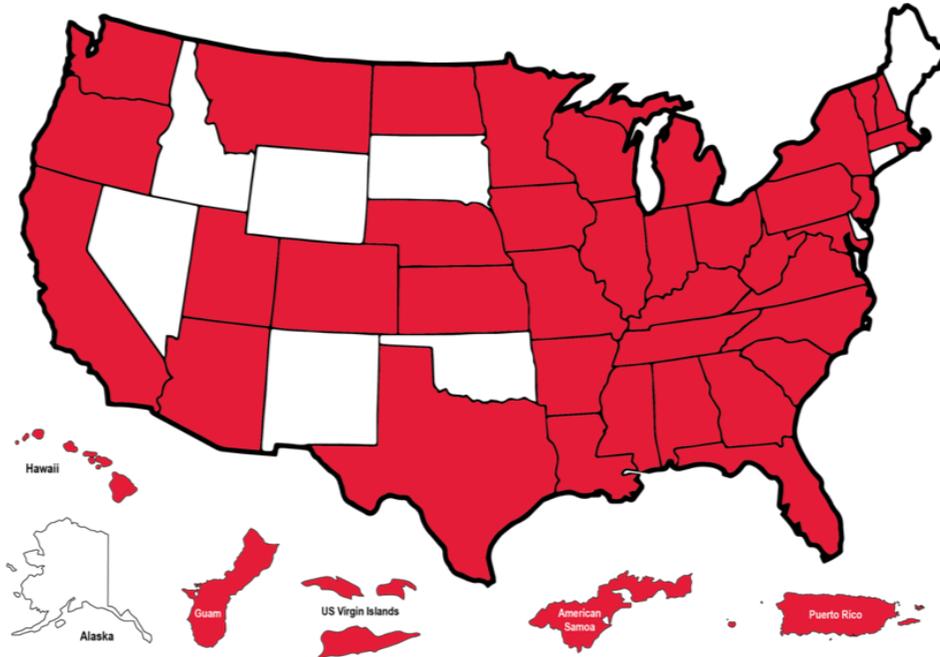
Hagerty's recovery experience spans the full spectrum of federal recovery programs, including the Federal Emergency Management Agency's (FEMA's) PA Program and Hazard Mitigation Grant Program (HMGP); the US Department of Housing and Urban Development (HUD) CDBG-DR and Mitigation (CDBG-MIT) Programs; and other federal recovery and mitigation grant programs that may be leveraged to support NEMA.

NEMA has already seen the expanse of recovery offerings that Hagerty can provide first-hand. Hagerty is currently assisting the State of Nebraska with Long-Term Recovery Planning, an emergency contract for both PA and HMGP, and Action Plan development for CDBG-DR. This visibility into the multiple facets of Nebraska's emergency management and recovery apparatus allows Hagerty the familiarity and continuity to provide personalized advisory services based on NEMA's priorities and resource capacity. Using PA as an example, Hagerty has been working on assisting NEMA on DR-4420 and earlier open declarations since January, the historic knowledge of issues related to 428 alternative procedures projects or closeout review procedures will only continue to grow over time to ensure strong support of NEMA's recovery mission. This relationship also allowed Hagerty to quickly respond with guidance and support to NEMA as they prepare for a ramp up in emergency response and recovery needs related to the COVID-19 pandemic.

This experience is bolstered by our work administering recovery programs under the new FEMA PA Delivery Model and our expertise in the Section 428 Public Assistance Alternative Procedures (PAAP) Program. **Hagerty has developed and managed over \$6 billion in FEMA Section 428 Program projects. Further, Hagerty professionals led the development and implementation of the original Section 428 standard operating procedures, a claim no other firm in the country can accurately make.** Our deep policy expertise, paired with applied experience operating under these new PA Program structures, offers a strong combination to support NEMA's recovery operations and build a more resilient community to combat future disaster events.

The map below demonstrates Hagerty's national emergency management experience. We are not an engineering firm or an accounting firm showing a map of offices across the country which do not maintain experienced emergency management professionals. **Figure 1 below demonstrates that Hagerty has conducted successful emergency management projects in 40 of the 50 states in the US and all territories.** As a result, Hagerty offers NEMA best practices in emergency management from across the country.

Figure 1: Hagerty's Experience Spans the Nation and Our Professionals Have Led Recovery Programs in 26 States and Every US Territory



Hagerty offers NEMA access to best practices in emergency management and disaster recovery, including how to evaluate and implement recovery programs in the changing policy landscape. While other firms will boast thousands of offices nationwide; the reality is that many of those offices are not providing disaster recovery services to clients. Hagerty is offering disaster recovery services and is doing it across the country.

Hagerty's Accomplishments in Disaster Recovery

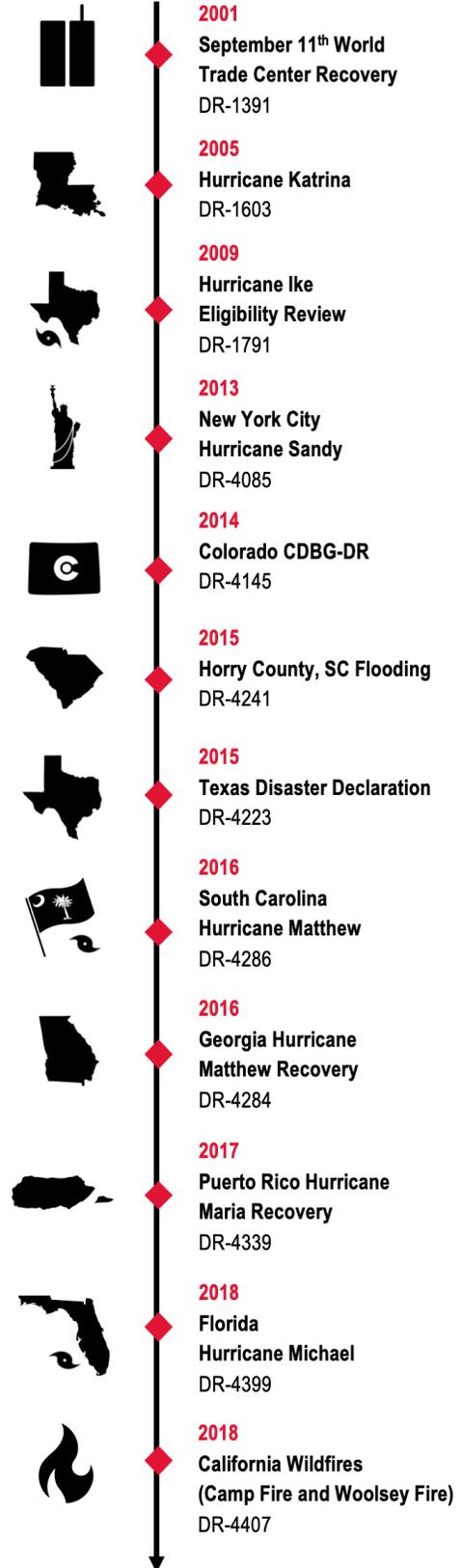
<p>\$24 BILLION</p>  <p>Recovery Funding Managed for Clients</p>	<p> ZERO</p> <p>Adverse Audit Findings from the DHS OIG</p>	<p>2 Successful Appeals for Client with \$9.4 billion in PA Program Funding</p>	<p> 50 Major disaster Declarations supported</p>
<p> 17 Years Supporting Disaster Recovery and PA Program Management</p>			

DEMONSTRATION OF HAGERTY'S QUALIFICATIONS SINCE INCEPTION

Hagerty's capabilities and qualifications **exceed** the minimum qualifications sought by NEMA. Disaster recovery is our primary business line and the foundation of Hagerty's history as a consulting firm; our approach to recovery successfully enables grantees and sub-applicants to claim eligible costs, minimize appeals, reduce administrative burden, and prepare for closeout. Through our past performance, Hagerty offers NEMA:

- » **Proven ability to maximize recovery outcomes** which enables our clients to execute their recovery strategy with a complete understanding of the federal funding landscape;
- » **Customizable technology systems** that enhance our ability to manage the program, monitor funding across multiple federal grant programs, and provide our clients with audit ready documentation storage;
- » **Technical expertise in recovery programs** which offers NEMA access to senior advisors for multiple federal recovery programs, including IA, PA, HMGP, and CDBG-DR, enabling NEMA's recovery strategy to be based on best practices;
- » **Resilient and sustainable approach** that incorporates hazard mitigation and resiliency into eligible projects, setting our clients up to be able to recovery faster and more efficiently; and
- » **Robust compliance and conformance controls** to retain eligible funding throughout the entirety of the project's lifecycle, including reconstruction and closeout.

The following pages provide detailed past performance information to demonstrate our capability and capacity.



HAGERTY PROJECT SUMMARY MATRIX

Hagerty understands that NEMA seeks to engage a firm with substantial experience in the FEMA PA, IA, and HMGP Programs. As demonstrated in our list of recovery clients in Table 1, Hagerty offers its experience and dedicated resources to NEMA with a wide range of past performance in communities recovering from a variety of disaster events.

Table 1: Recovery Projects Managed by Hagerty as Prime Contractor Since 2012
(Project End Dates Correspond to Contract or Task Order End Dates if Work Completed)

Project	Project Point of Contact	Project Dates	Brief Description	Featured Accomplishments
Bay District Schools (BDS), FL	Lee Walters, Director of Facilities 850-814-9786 1311 Balboa Blvd Panama City, FL 32401	Jan. 2019 to Current	Managing recovery from Hurricane Michael, working primarily with FEMA PA and HMGP as well as Florida Department of Emergency Management (FDEM) for FEMA funded and State funded recovery programs.	Our vigorous advocacy for BDS and coordination with FDEM resulted in BDS receiving one of the first and largest obligated projects for Hurricane Michael. Within four months of Hagerty's notice to proceed, the State released over \$22 million to BDS.
Chatham County, GA	Dennis Jones, Director 912-201-4500 124 Bull Street Savannah, GA 31401	Oct. 2016 to April 2017	Creating a Disaster Cost Recovery Plan. Assisting with recovery from Hurricane Matthew and the development of a long-term recovery plan.	Our quality control process during damage assessment led to the identification and data collection of approximately \$1.6 million in additional event-related damages to storm water management system post-Hurricane Matthew. Quality control in the damage assessment process led to the eligible Scope of Work (SOW) of approximately \$930,000 in permanent dirt road repairs and mitigation.
Horry County, SC	Courtney Kain Community Development Director 1515 4th Ave. Conway, SC 29526 843-915-7031 kainc@horrycounty.org	Nov. 2015 to Current	Managed recovery from Hurricanes Joaquin (2015) and Matthew (2016), working primarily on FEMA PA but also assisting with re-nourishment of the US Army Corps of Engineers (USACE) Beaches. Total FEMA PA amount is expected to be \$25 million.	Reversed FEMA's initial ineligibility determination for local (non-USACE) beach for \$1.1 million. Hagerty also justified the \$200,000 reimbursement for equipment purchased to perform emergency berm construction.
City of Austin, TX	Aoife Longmore, Finance, and Risk Manager 512-974-0450 5010 Old Manor Rd #330, Austin, TX 78723	July 2015 to June 2019	Supported the city in recovery from two Texas Severe Storms, Tornadoes, Straight-Line Winds, and Flooding in 2015.	Hagerty collaborated with the city's risk manager to coordinate insurance recovery and to secure replacement of the Guerrero Bridge, which was damaged during two different flooding incidents in 2015,

				resulting in an additional \$200,000 to the city – a third of the total bridge replacement cost.
Town of Surfside Beach, SC	John Adair Director of Public Works 843-913-6111 115 U.S. Highway 17 North Surfside Beach, SC 29575	Jan. 2017 to Current	Managed FEMA grants related to a project for damages at town-owned Pier.	Secured FEMA agreement for full replacement of the damaged wooden pier (as opposed to only repair) with a more resilient elevated concrete pier, increasing the proposed cost estimate from \$60,000 to nearly \$10 million.
Colorado Department of Local Affairs	Tim Katers CDBG-DR Resilience Planning Program Manager 303-864-7888 1313 Sherman St. Room 521 Denver, CO 80203	Feb. 2017 to Current	Provide technical assistance and monitoring of CDBG-DR Program.	Hagerty provides compliance technical assistance, subject matter expertise and monitoring for statewide grantees in Colorado's Resilience Planning and Watershed Resilience programs.
City of Grand Prairie, TX	Chase Wheeler, Emergency Management Coordinator 972-237-7595 1525 Arkansas Lane, Room 3021 Grand Prairie, TX 75053	Oct. 2015 to July 2018	Hagerty supported the City's FEMA PA recovery and HMGP support specific to the Memorial Day 2015 flooding.	Hagerty supported city staff to accurately and completely document emergency work costs, provided guidance, and reviewed work products throughout. Identified additional \$1.9 million in eligible damages above initial FEMA estimates and supported city personnel in the approval of \$400,000 in Section 404 HMGP projects.
City of Longmont, CO	Kathy Fedler, 303-651-8736, 350 Kimbark St. Longmont, CO 80501	June 2014 to Current	Support Boulder County Collaborative (BCC) CDBG-DR Action Plan through development of unmet needs assessments (UNAs).	Brought together jurisdictions across the county to establish the BCC and developed a successful justification for the BCC to receive a direct sub-allocation of approximately \$60 million of CDBG-DR funds from the state.

METRO of Harris County, TX	Alan Munoz, Director of Risk Management 713-739-4095 1900 Main St., Houston, Texas 77002	June 2015 to Current	Support final project closeouts for both Tropical Storm Allison (2001) and Hurricane Ike (2008) and in response to the May 2015 flash flooding events under DR-4223.	In addition to supporting grant management, Hagerty facilitated METRO's first combined cost recovery training and tabletop exercise (TTX) in late 2015. The initial training served as an introduction to many of the recovery operations for METRO employees, with the goal of showing each individual how their role in disaster cost recovery fits into the bigger picture of METRO receiving funding for disaster related expenditures.
New Orleans Recovery Operations	Kim DeLarge Jr., Capital Budget Director 504-658-8672 1300 Perdido St, Suite 9th Floor, New Orleans, Louisiana 70112	Mar. 2008 to Mar. 2013	Supported the City of New Orleans' Finance Department in tracking all financial transactions related to the City's Infrastructure Recovery Program following Hurricane Katrina.	Hagerty developed a web-based database solution that tracks over 200 capital recovery projects, 300 FEMA projects currently totaling over \$140 million, project versions, version requests, expenditures, and reimbursements.
New York City Hurricane Sandy Recovery	John Grathwol, Deputy Director (retired) 917-754-6719 255 Greenwich Ave, 6th Floor New York City, NY	Jan. 2013 to Current	Manages NYC's \$15 billion recovery effort by working with city agencies on grant application and administration for a variety of federal disaster relief programs, including FEMA, Federal Highway Administration (FHWA), and CDBG-DR grants.	To date, Hagerty has helped the city manage \$4.2 billion in CDBG-DR federal aid, including funds to offset a portion of the city's 10 percent cost share.
State of North Carolina	Nathan Slaughter, Hazard Mitigation Department Manager 919-244-9536, 5121 Kingdom Way - Suite 208 Raleigh, NC 27607	Jan. 23, 2017 to Current	Provided recovery support to the State of North Carolina as a result of Hurricane Matthew. Primary work streams include CDBG-DR and recovery and resilience planning.	Designed CDBG-DR program management plan for state following Hurricane Matthew.
County of Santa Cruz, CA	Kim Moore, Interim Assistant Director of Admin Services, 831-454-2360, 701 Ocean St, Room 410 Santa Cruz, CA 95060	June 2017 to Current	Recovery program management for severe storms and flooding.	Hagerty supports the County in approximately 100+ projects representing over \$34 million in obligated FEMA PA grant funding. Grants included debris removal, emergency protective measures, and infrastructure repairs, particularly roads.

Howard County, MD	Angela M. Price Deputy Director Department of Finance 410-313-2091 3430 Court House Drive Ellicott City, MD 21043	Nov. 2016 to Current	FEMA PA recovery support services for two separate flash flooding events in 2016 for two separate flash flooding events in 2016 and 2018	Reversed ineligibility determination of \$1 million in brick sidewalk damages on appeal by documenting road right-of-way changes over road's 200+ year existence.
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DETAILED PROJECT NARRATIVES

Hagerty knows that there is no better evidence of our capability to support NEMA than references and details for work and accomplishments from previous client work. Our philosophy of collaboration allows us to share lessons learned from our work with these clients with NEMA, maximizing outcomes and increasing efficiency. The following presents Hagerty's references for previous recovery efforts. Should NEMA require any additional references, Hagerty will happily supply those upon request.

California Governor's Office of Emergency Services (CalOES) – Recovery Support

Point of Contact	Tina Walker, Assistant Director, Recovery
Phone	916-845-8271
Email	Tina.Walker@caloes.ca.gov
Prime of Subcontractor	Prime
Dates of Services Provided	November 23, 2018 to Present
Budget	\$14,500,000 (budget to manage current portfolio of declarations)

Description of the Project/Services Provided: Hagerty was initially contracted by Cal OES under an emergency contract to support ongoing response operations and the transition to recovery from the Camp, Woolsey, and Hill wildfires. Hagerty was selected in June of 2019 for a long-term support contract, which extends our support through 2022 and includes future disasters which may impact the State of California.

Description of Project Results: Hagerty is proud of our good work across the State of California, including our current support to Cal OES addressing surge staffing needs as a result of the Camp, Woolsey, and Hill fires. Since initial deployment of our professionals the week of December 3, 2018, Hagerty has supported the Cal OES Team to achieve goals and objectives, such as:

- » In less than two weeks following project initiation the Hagerty Team fulfilled the role of chief or deputy chief in all key Joint Field Office (JFO) positions. The Team helped lead the transition from the State Operations Center (SOC) to the JFO, ensuring proper hand off and continuity in the operation. Concurrently, they trained OSAP in each of the sections on their 30-day rotations to fill immediate needs in the JFO.
- » Successfully completed the Benefit Cost Analysis (BCA) review of 13 Flood Mitigation Assistance (FMA) applications and 14 Pre-Disaster Mitigation applications. This work meant the Cal OES Hazard Mitigation Team met the January 31 FEMA application deadline. Hagerty was capable of rapidly identifying and mobilizing support in 24 hours within 10 days of the deadline to meet the needs of Cal OES. The Team is currently conducting BCA reviews for 25 HMGP applications and has completed ten to date.

- » Developed and currently executing 13 BCA trainings for HMGP sub-applicants across the State, providing training and hands-on assistance to communities while building capability and capacity.
- » Standardizing workflows and processes to support knowledge transfer and meet future needs. This work includes capturing lessons learned and feedback from Cal OES personnel to craft Standard Operating Procedures (SOPs), concepts of operations, Standard Operating Guidelines (SOGs), and position-specific checklists for critical areas throughout operations (the Logistics, Planning, Operations, and Finance and Administration Sections; the IA Program; the Housing Task Force; and across all six Rescue Support Functions [RSFs]).
- » Co-leading the standing-up of the Water Systems Task Force to address wildfire impacts on the Paradise Irrigation District (PID) water system, serving residential properties and commercial businesses in the Town of Paradise. To date, Hagerty has developed a PID Water Systems Recovery Plan, Water Systems Situation Status (SitStat) report for the Cal OES Leadership Team, geographic information systems (GIS) mapping of water system results, and two issue papers focusing on funding from the IA and PA Programs for testing and sampling of the water system and water tanks. Hagerty has also led the development of a survey to determine the current number of standing structures, how many of those structures are being occupied, ultimately providing a more comprehensive operational picture of the demand and requirements of the PID water system.
- » Enhancing recovery program staff needs identification, employee sourcing, and training through developing and implementing procedures for identifying positions needed, sourcing employees to fill those positions, on-boarding new employees, and demobilizing employees. Cal OES staff tracking capacities have significantly expanded with the introduction of systems to centrally record deployment information of all employees serving the mission. These systems also support the maintenance of mission-wide email distribution lists which have improved operation communications.
- » Providing technical expertise to recognize, anticipate, and support resolution of key operational components in Butte County. For example, our professionals worked alongside Cal OES to identify at least 50 bridges in unincorporated areas that will require verification/certification by a licensed structural engineer before the mobilization of task forces on those properties; developed an analysis method to examine the issue of over excavation of sites with more than 50 properties examined the second week of March alone; and developed training for Debris Task Force leadership to reinforce accurate categorization of debris tonnage.

Hagerty offers this reference and past performance as evidence of our capability to provide a wide variety of response and recovery support services to a state agency.

City of Panama City – Hurricane Michael Disaster Recovery Services

Point of Contact	Jennifer Aldridge, Disaster Recovery Project Manager
Phone	850-872-3004
Email	jaldridge@pcgov.org
Prime of Subcontractor	Prime
Dates of Services Provided	December 11, 2018 to Present (Anticipated completion in December 2023)
Budget	\$7,000,000 (Original budget)

Description of the Project/Services Provided: Hagerty was engaged by the City of Panama City (the City) after Hurricane Michael. Hagerty’s support initially included support for FEMA grant development, as well as grant management, monitoring, conformance, and closeout. Hagerty’s support has also included Long-Term Recovery Plan development and the implementation of a financial management system and support for disaster cost recovery planning.

Description of Project Results: The City of Panama City was catastrophically impacted by Hurricane Michael. Within the city limits alone, the City picked up more debris than the entire state of Florida did after Hurricane Irma. The City faced a \$160 million debris operation alone, not accounting for emergency protective measures or permanent work. Despite this herculean effort, the City’s leadership has made every effort to use funding made available from Hurricane Michael to re- envision what the City could be after Michael. In addition to Hagerty’s contract to submit projects to FEMA and other federal agencies to recoup and rebuild, the City expanded Hagerty’s responsibilities to work with the City leadership and engage the citizenry to develop the City’s Long-Term Recovery Plan to make the City the premier location in the Florida Panhandle.

Hagerty and our partners developed engagement events with the public through the early summer of 2019 to identify how people wanted to build back their city, taking advantage of the FEMA 428 alternative procedures to remove severely damaged buildings that were not being fully utilized to create more green spaces and community areas. The Long-Term Recovery Plan was published in October 2019 and informed the project submission to FEMA and other federal agencies. While going through this long-term recovery planning process, Hagerty continues to submit completed work projects to FEMA, and Panama City was one of the first applicants to receive funding from FEMA and FDEM, which totaled \$14 million within the first three months of Hagerty starting work.

Hagerty offers this reference and past performance as evidence of our capability to manage a large recovery operation, involving all categories of work, including a massive debris management operation.

Horry County, South Carolina – FEMA Grant Program Services

Point of Contact	Courtney Kain, Community Development Director
Phone	843-9157031
Email	kainc@horrycounty.org
Prime of Subcontractor	Prime
Dates of Services Provided	November 10, 2015 to Present (Anticipated completion in 2021)
Budget	\$500,000 (Original Budget for Hurricane Joaquin), \$1,500,000 (Combined budget of all recovery task orders)

Description of the Project/Services Provided: Hagerty was originally chosen by Horry County (the County) to support the County’s FEMA PA recovery from Hurricane Joaquin in 2015. Hagerty was awarded a stand-by recompetete contract in 2016, with a contract end date of 2021. Since that time, Hagerty has supported the County’s recovery from hurricanes Matthew, Irma, Florence, Dorian, and is currently working to support them through the COVID-19 pandemic.

Description of Project Results: Hagerty has assisted the County in the response to multiple disaster declarations, dating back to 2015. This has included Hurricane Joaquin (DR-4241), Hurricane Matthew (DR-4286), Hurricane Irma (DR-4346), Hurricane Florence (DR-4394), Hurricane Dorian (DR-4464), and COVID-19 (EM-3470). Including projects still in development for Dorian, Hagerty has assisted in the development of over 80 project worksheets (PWs) for Horry County, worth an estimated \$35 million overall. Highlights include:

- » Won an appeal of FEMA ineligibility determination regarding \$994,000 in repairs made to improved drainage channels that FEMA argued were natural unimproved waterways by documenting the original USACE projects at the damaged sites and the County’s maintenance activities.
- » Reversed FEMA’s initial ineligibility determination on County-owned beaches for \$1 million without the need for an appeal, which was later used for an alternate project to purchase public works equipment instead.
- » Supported the County in completing \$200 thousand in emergency beach dune construction to align with FEMA eligibility rules, and secured eligibility in \$230 thousand in equipment purchases needed to perform emergency work after FEMA initially denied eligibility of all costs.
- » Supporting Horry County to claim \$225 thousand in vector control costs initially denied by the South Carolina Emergency Management Division (SCEMD) for DR-4241, and increased vector control cost eligibility by \$50 thousand after Hurricane Matthew by convincing FEMA to exclude DR-4241 vector control costs from Horry’s “historical cost” when calculating cost eligibility.
- » Secured approval of \$250 thousand in sinkhole repairs costs after initial FEMA only proposed \$10 thousand for the work.

Our engagement to support the County has been consistently tailored to the evolving needs of County stakeholders. Initially, Hagerty’s professionals crafted a plan for project management, aligned with estimated damages, and supported key phases of the grant development process. Our team offered advisory services, attended meetings with federal congressional delegations, and engaged subject matter experts to support eligibility determinations and advocate for the County. Starting with the Hurricane Matthew recovery, Hagerty has also emphasized training to County personnel to better empower them to manage the recovery internally, while still having Hagerty provide advisory and subject matter expertise when needed.

Hagerty offers this past performance as evidence of our successful working and managing multiple disaster declarations concurrently for a single client.

SUBCONTRACTORS

1.7

If the Contractor intends to subcontract any part of its performance hereunder, the Contractor must provide:

- 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:

Hagerty Consulting is not proposing the use of any subcontractors as part of this proposal.

1.8

- a. Describe bidder’s process for providing PA technical services.

Response:

Hagerty has over eighteen years of providing FEMA PA expertise to impacted states and communities. **This includes leadership and experience of eighteen years in the Section 406 Hazard Mitigation program, and the maximum**

possible almost seven years in the Section 428 Program. Hagerty understands that these programs are cornerstones for both recovery and building resilience within communities. When utilized in a strategic and expert manner, they can have a transformative impact on states and communities by increasing funding flexibility, prioritizing post-disaster needs, and hardening against future disasters. Our approach to recovery successfully enables grantees and subapplicants to claim eligible costs, minimize appeals, reduce administrative burden, and prepare for closeout.

Project Management Approach

Hagerty believes that to effectively deliver services for a client, we establish expectations early and implement regular communication so the client has a clear understanding of project status, and issues can be identified and addressed quickly. To best support NEMA's recovery activities, Hagerty will implement a project management approach (Figure 2) that is dynamic, scalable, and executable—promoting efficiency and effectiveness to meet any and all of NEMA's recovery needs. To succeed under this approach, Hagerty will make sure all stakeholders have a clear understanding of the following: our project management plan (PMP), conditions of satisfaction, time completion schedule, quality control measures, and final product deliverables.

Figure 2: Our Dynamic Approach to Project Management



PROJECT START UP AND ADMINISTRATION

During the Project Start Up and Administration Phase our **Project Executive, Garrett Ingoglia**, will work expeditiously with NEMA officials to understand the magnitude, onset, duration, size and impact of an imminent, occurring, or predicted emergency event or non-disaster project. Based on these factors, Hagerty will:

- » **Quickly conduct an initiation meeting** with NEMA and other relevant stakeholders to expediently develop a customized and thoughtful scope of work. During this meeting, the conditions of satisfaction will also be discussed, reflecting the critical factors that must be successfully accomplished in the eyes of the client.
- » **Develop a detailed PMP** that will be employed by Hagerty and NEMA to monitor risks, start and finish dates, and status of activities, deliverables, and corresponding consumption for each work stream. It will also delineate assignment of functions, quality assurance protocols, and acceptance and completion criteria.

ASSEMBLE AND DEPLOY QUALIFIED TEAM

Hagerty will utilize the structure presented below to manage task orders as they are received from NEMA. As task orders are received, we will review the requirements against the capabilities in our cadre to identify the most skilled consultants to successfully deliver in the identified engagement.

Understanding the broad scope of the augmentation needs of NEMA, and upon the development and NEMA's approval of the SOW, our project management team, including Project Executive Garrett Ingoglia and Project Manager Kevin Fuller, will assemble and deploy an experienced and specialized team to accomplish all identified goals and objectives. Hagerty

understands that not all task orders will require the full cadre of labor category positions included in our proposal, and we will identify tailored staffing patterns to fit each unique task need.

Hagerty knows the importance of effectively and quickly responding to emergency task orders initiated by NEMA under this contract. To properly identify necessary staff for each individual engagement for NEMA, Hagerty will leverage the following approach (Figure 3) to assess each task order and identifying staff to meet those requirements.

Figure 3: Task Order Management Process



Response Times for Travel

Many of Hagerty's current contracts require 24-hour on-call support and emergency deployment provisions. Our responsiveness and proven ability to commit expert resources during and after disasters is evidenced by our ongoing relationships with FEMA and proven past performance. Hagerty project leadership will work directly with NEMA to identify response timeframes for all task orders. The Hagerty team will utilize local staff wherever possible to reduce response times and to ensure knowledge and understanding of local conditions. This local staffing ethos has already been put into practice with local individuals being utilized on the NEMA PA Support emergency contract.

IMPLEMENT PROJECT QUALITY CONTROLS

The key to any project's success is clear and frequent communication with the client and the implementation of proven quality control measures. At Hagerty, it is our consistent desire to provide clients with work products and solutions that meet or exceed their expectations. Hagerty understands that a project is a collaborative effort, and to provide NEMA with as much visibility as possible, we will regularly provide status reports, preferably presented verbally, always in writing. These reports cover all activities planned or completed for the reporting period, a dashboard indicating our assessment of the project's health, a risk and issues section, a decision and considerations section, a deliverables page describing the deliverable, date, action required, owner and status, and a budget analysis showing actual expenditures to date versus budget. The elements of the status reports are discussed at the kickoff meeting with the client. Hagerty also employs in-house graphics and editorial staff who will be engaged for key deliverable reviews, ensuring templates and design standards are aligned with State requirements and that all documents are grammatically accurate.

EXECUTE PROJECT

Upon the implementation of quality control measures, Hagerty will execute project work based on the approved SOW and time schedule. The project manager will ensure our flexible and dynamic project management approach is followed, and Hagerty will work in conjunction with NEMA to execute all agreed upon SOW deliverables with the highest degree of expertise and quality. Upon completion of all SOW elements, the Hagerty project manager will conduct closeout meetings with relevant project stakeholders to ensure that all milestones, timeframes, and expectations were met. All final project materials will be provided to the client at these meetings, unless amendments need to be administered to fully satisfy NEMA.

PRESENT FINAL PRODUCT AND ACQUIRE FEEDBACK

As management consultants, we have a heartfelt belief that performance can always be improved. For that reason, we embed seasoned project executives and project managers on each project, evaluate individual performance, and ask our clients to evaluate the performance of our teams. These and other actions allow us to identify how we can improve, both individually and collectively, and provide clients with work products and solutions that meet or exceed their expectations. Project closeout meetings and project reviews through our proprietary performance management system, Perfolio®, will be used to collect feedback from NEMA.

Hagerty has and will continue to provide a comprehensive range of emergency management services to NEMA. Our capabilities include organizational assessments, disaster preparedness, training, exercise coordination, response and recovery planning, and mitigation services, in alignment with NEMA needs. The following provides an overview of our approach to each of the needs of NEMA as identified in the request for proposals (RFP). For all projects and task orders executed by Hagerty, we will tailor our approach to your needs and ensure that all work follows federal, state, and local guidance requirements and national best practices.

Proposed Staffing for Public Assistance

The success of any project is directly related to the people assigned to it. At Hagerty, the leadership of the firm is directly involved in key staffing decisions to ensure that the Project Executive and Project Manager have the requisite experience as well as the intangible ingredients necessary to create a team with synergy. Hagerty understands the needs of NEMA will be dependent on the severity and extent of current and future recovery events. Over time they will evolve and therefore levels of support and specialties needed in a contractor could change.

The scale of a recovery effort is often uncertain in the aftermath of a disaster event. To help NEMA manage this uncertainty, we recognize the need to request scalable resources from the Hagerty team based on the portfolio of open disasters; the current capabilities and limitations of NEMA personnel; the required technical expertise; and the priorities identified by NEMA. Our staffing and deployment frameworks allow Hagerty to respond to NEMA's needs to achieve recovery objectives while maintaining sound management processes and controlling costs. Our approach is responsible, deploying personnel to meet the needs identified by NEMA functional leadership and recommending deployment of additional resources in anticipation of future operations. Hagerty understands that in order to be good stewards of federal and state funding, our team must be mindful and as a result we will deliver the highest quality personnel who generate the best return on investment. These staffing processes also help ensure that Hagerty's contract supplements, rather than supplants, the capabilities of available resources at NEMA.

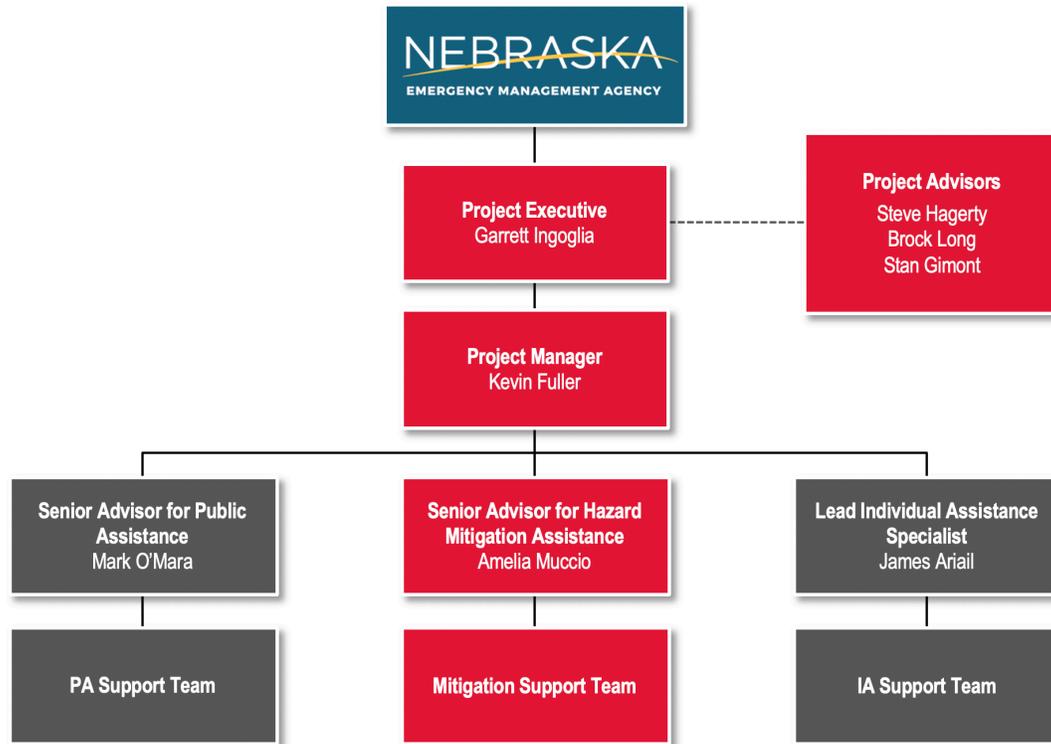
Hagerty will utilize the structure presented below in Figure 4 to manage task order and staffing requests as they are received from NEMA. As task orders are received, we will review the requirements against the capabilities in our cadre to identify the most skilled consultants to successfully deliver in the identified engagement.

Figure 4: Staffing Management Process Under a Task Order Approach



Figure 5 below provides an overview of the team structure for PA, IA, and HMGP. Any actual team structure will be dependent the exact NEMA need in their Task Order. While the project management leadership is established, other support positions will vary by need.

Figure 5: Preliminary Proposed Staffing Structure



Hagerty can fill all required staffing labor categories if needed to complete a specific task order. Hagerty is also proposing the following available labor categories (Table 2) which have been utilized on the current emergency PA and HMGP projects at providing valuable support to NEMA.

Table 2: Additional Labor Categories Available

Labor Category	Staff Qualifications
Project Executive	Experience of twelve or more years with an advanced degree or fifteen or more years with a bachelor's degree. Demonstrates senior experience in management consulting.
Senior Subject Matter Expert	Experience of fifteen or more years in a specific subject or industry, or ten years' experience and more than one specialized advanced degree.
Subject Matter Expert	Experience of twelve or more years in a specific subject or industry, or eight years' experience and more than one specialized advanced degree.
Recovery Consultant IV	Experience of eight or more years with a bachelor's degree, or six or more years with an advanced degree.
Recovery Consultant III	Experience of five or more years with a bachelor's degree, or three or more years with an advanced degree.
Recovery Consultant II	Experience of three or more years with a bachelor's degree, or one or more years with an advanced degree.
Recovery Consultant I	Minimum college degree.
Analyst	No college degree required

Below are bios of senior staff and PA staff that are available to support the NEMA project. The available Mitigation and IA staff bios will be included in their specific responses on this questionnaire.

Project Management Leadership

GARRETT INGOGLIA, PROJECT EXECUTIVE, is serving as Project Executive on the current NEMA contracts for Hagerty. He is an experienced executive and emergency manager who has contributed to each of the nation's largest disaster response and recovery efforts over the past 17 years. Following the World Trade Center attack, Mr. Ingoglia helped develop and implement streamlined processes to speed the delivery of FEMA PA funds to NYC. He provided strategy and process improvement support to FEMA disaster housing operations following the 2004-2005 Florida hurricanes, which provided more than 15,000 direct housing units to displaced families. As Special Assistant to the FEMA Infrastructure Branch Chief, Mr. Ingoglia helped stand up the Infrastructure Branch and initiate the PA Program following Hurricane Katrina. Mr. Ingoglia serves as Project Executive for NYC's \$15 billion Sandy Recovery effort and is Advisor on the Nebraska Long-Term Recovery Planning project.

KEVIN FULLER, PROJECT MANAGER, serves as Deputy Director of Recovery for Hagerty. He is currently serving as Project Manager for the Public Assistance Support contract for NEMA. In this role, he brings 11 years of experience as a project manager and financial management professional. Mr. Fuller has extensive experience managing FEMA disaster recovery operations for state and local clients, including PA, 404 and 406 Hazard Mitigation programs, and data capture. He has served as a Project Manager supporting Howard County, Maryland and Horry County, South Carolina, and has also worked with several clients in Texas. Prior to focusing on the southern US, Mr. Fuller provided project management support to NYC during its \$15 billion recovery from Hurricane Sandy.

MARK O'MARA, SENIOR ADVISOR FOR PUBLIC ASSISTANCE, is a highly skilled project manager and construction administration specialist, having worked on more than six presidentially declared disasters following hurricanes, tornadoes, severe winter storms, and flooding. His design and construction experience encompass technical architectural consultancy, financial documentation reconciliation, and policy advising. Recently, Mr. O'Mara's work has included providing extensive project management and grant program expertise for recovery efforts focused in the Florida panhandle following Hurricane Michael. He also serves as the Project Manager and lead advisor to NYC for ongoing recovery and management of the \$15 billion Sandy recovery operation. Mr. O'Mara's experience includes the design and construction of multimillion-dollar buildings in the private sector and utilizing his expertise in helping communities rebuild after disasters. He has been instrumental in execution of the FEMA PA Program for clients across the US, examining projects, developing damage descriptions, cost estimates, advice on future actions, and appropriate funding documentation.

STEVE HAGERTY, PROJECT ADVISOR, is a management consultant, entrepreneur, and civic leader with more than 20 years of professional experience managing large federal programs and improving the public sector. He has led some of the nation's largest, most complex, and most successful recovery efforts including the \$7.4 billion 9/11 World Trade Center terrorist attack; the \$1.4 billion Hurricane Katrina Special Federal Community Disaster Loan Program; and the \$15 billion NYC recovery after Superstorm Sandy. Today, as well as throughout Steve's 20-year career, clients contact him to provide strategic advice, find solutions to intractable problems, and assemble teams of top professionals, known for their unique blend of managerial talent, functional and program expertise, and commitment to excellence.

BROCK LONG, PROJECT ADVISOR, provides strategic direction and leadership to Hagerty's full complement of emergency management programs and professionals. He offers subject matter expertise for select projects and contributes to the growing body of knowledge in the emergency management community. Mr. Long is the former Administrator of FEMA

and has more than 18 years of experience assisting and supporting local, state, and federal governments to build robust emergency management and public health preparedness programs nationwide. As the FEMA Administrator, Mr. Long served as the nation's principal advisor to the President, responsible for coordinating the entire array of federal government resources down through 50 states, 573 tribal governments, and 16 island territories to assist with executing disaster preparedness, mitigation, response and recovery. Prior to this role, he served as the Director of Alabama's Emergency Management Agency, where he acted as the State Coordinating Officer for 14 disasters, including eight Presidential, six state declared events, and two events of national significance.

STAN GIMONT, PROJECT ADVISOR, is a Senior Advisor for Community Recovery with Hagerty. Stan joined Hagerty after 32 years of service with the HUD. With Hagerty, Mr. Gimont provides strategic advisory support focused on HUD Programs, housing issues, and long-term community recovery. During his tenure with HUD, he was responsible for managing HUD's portfolio of more than \$90 billion of CDBG-DR supplemental disaster appropriations as well as \$3.3 billion in annual CDBG funding distributed to more than 1,300 jurisdictions nationwide. He received the Presidential Rank Award (Meritorious Level) for his nearly three decades of service at HUD.

Public Assistance Support Team

JAMES SMITH, is currently supporting the NEMA PA support contract as a Subject Matter Expert (SME). He is a highly qualified and credentialed SME on all FEMA PA policy issues. Mr. Smith has extensive disaster recovery experience including the World Trade Center attack; major hurricanes Katrina, Sandy, Rita, Ike, and Irene as well as smaller disasters, including the Louisa, Virginia earthquake. He has over 25 disaster deployments during 16 years of FEMA PA experience, including assignments as Technical Services Task Force Leader, PA Policy Advisor, Public Assistance Coordinator (PAC), Insurance Group Lead, and Insurance Specialist as well as Project Specialist. He has an excellent command of the FEMA PA disaster regulations and policies with extensive experience in PA eligibility determinations. He has working knowledge of FEMA project formulations and cost estimating protocols as well as FEMA closeout practices.

STEVEN RICE, is currently supporting the NEMA PA support contract as a Closeout Specialist. He is a Disaster Recovery professional with over six years supporting Public Assistance recovery activities. Steve has supported recovery operations on multiple federal disaster declarations assisting with damage assessment and inspection, project formulation, grants management, and closeout activities.

CARLOS PENA, is currently supporting the NEMA PA support contract as a Closeout Specialist. He is a disaster recovery professional with over six years of experience assisting state and local governments in their PA recoveries. He has performed closeout activities for hurricanes Irma, Katrina, Rita, and Ike, and has extensive experience with project formulation, 428 PAAP, and 404/406 hazard mitigation.

ARI RENONI, is an emergency management professional with 10 years of experience working with government and international public organizations. He has a deep familiarity with federal policy, given his experience supporting FEMA projects for large urban areas recovering from natural disasters. Since 2014, Mr. Renoni has helped NYC recover from Hurricane Sandy by crafting innovative policy solutions, benefiting both FEMA and NYC. These include helping NYC obtain about \$9 billion in FEMA PA funding across over 1,200 projects, a major portion of which incorporate hazard mitigation projects that will save future disaster costs.

MEGHAN TOSTO, is a project and grant management professional with over 10 years of experience supporting public, non-profit, and private organizations. Ms. Tosto primarily supports clients on recovery-related projects in response to federally declared major disaster incidents. Since 2015, Ms. Tosto has supported the City of New York Hurricane Sandy

Recovery Project. With an extensive background in financial and programmatic analysis, as well as technology and project oriented focus to her client delivery, Ms. Tosto has contributed to developing extensive reporting solutions and improving systems operational efficiencies for the recovery efforts.

RYAN KAPPES, is an emergency management professional with over 14 years of disaster related experience, including debris management operations. Mr. Kappes is a seasoned disaster recovery executive and has served as a FEMA Technical Assistance Contractor (TAC). Mr. Kappes has performed eligibility determinations and damage assessments for the IA and PA programs, in the roles of interim housing specialist, temporary facilities specialist, insurance specialist, lead project officer, deputy group lead, group lead, state applicant liaison, and closeout specialist in thirty-four presidentially declared disasters.

KARA KOIRTYOHANN, is a licensed architect with fourteen years of experience managing institutional, commercial, and residential design and construction. She has managed public and private projects from preliminary design through construction closeout; including a NYC Department of Design and Construction (DDC) Design Excellence and Leadership in Energy and Environmental Design (LEED) Certified Project. She has managed project approvals and presentations through the NYC Landmarks Preservation Commission, the NYC Public Design Commission, the NYC Department of Buildings, and the NYC Department of Transportation. Since 2015, Ms. Koirtyohann has helped NYC recover from Hurricane Sandy by advising clients on project development and grants management for the FEMA PA Program, 428 Program, 406 Hazard Mitigation, and 404 HMGP.

KRISTIN SAMULKEWITSCH, is an emergency management professional with eight years of experience with disaster recovery programs, working closely with jurisdictions to identify disaster-related damage, perform site assessments, and develop PWs. She has also worked closely with debris monitoring partners to ensure data is collected and adequately reconciled for federal reimbursement. She excels in data management, reconciliation, and record keeping supporting grant management.

SAVITA GOEL, is an experienced engineer with more than two decades of experience in management, business administration, and recovery-related projects. She is also adept at assisting firms to assess risk. Through her work on hurricane risk assessment, multi-hazard risk assessments, and the NYC Hurricane Sandy recovery projects, she has become skilled in assisting agencies to accurately assess the financial damages associated with disaster recovery and to engineer safer, more resilient structures.

JACKSON WYNNE, is an experienced FEMA grants management and closeout specialist. He has six years of grants management and closeout for the City of New York's Hurricane Sandy Recovery operation. As lead closeout analyst, he submitted over \$200 million in closeout packages for FEMA final review.

LUDWIG BAUMGARTNER, is an experienced grants management professional. He has nine years of experience performing grants management functions. This includes managing CDBG and FEMA funding portfolios, managing the reporting, structure and training on new database systems, and setting strategic planning goals to maximize reimbursements, eligibility, and grant revenue.

Approach to Public Assistance Technical Services

From our current work with NEMA, Hagerty understands that the State has an estimated \$40 million in damages from DR-4420 (in addition to earlier disasters that aren't closed out), and that it is too early to gauge the full impact that COVID-19 will have on the State of Nebraska. Given this expansive portfolio of projects across multiple recoveries, Hagerty has assembled a strategic, multi-disciplinary team with qualifications in all areas of disaster recovery and emergency management, project formulation, FEMA PA grant management, FEMA PA requests for reimbursement (RFR) and closeout procedures, and additional recovery-focused subject matter expertise to address NEMA's recovery goals. The current Hagerty team assisting NEMA has made great strides in working through the backlog of projects to closeout and general PA issues impacting subapplicants, and we look forward to continuing our work with NEMA.

Given this existing relationship, the Hagerty Consulting Team understands, and shares, NEMA's recovery goals and objectives. Further, our Team has successfully provided similar services throughout the country. Upon award, Hagerty will assist NEMA in working with subapplicants to identify eligible projects, develop scopes, and complete accurate cost estimates for Section 428 and 406 projects for disasters under Hagerty's assigned Task Orders.

The following provides an overview of Hagerty's understanding and demonstrated past performance aligned with the deliverables sought by NEMA under this contract.

SUBAPPLICANT PROJECT DEVELOPMENT SUPPORT

Hagerty's comprehensive understanding of: **(1)** the FEMA Section 428 and 406 Programs; **(2)** the administrative and management burden associated with successfully implementing them; and **(3)** lack of subapplicant resource capacity and expertise puts us in a unique position to best support NEMA in this effort. We have supported under-resourced subapplicants in the proper and advantageous implementation of FEMA's PA grants for 18 years, which is a chronic issue impacting Nebraska subapplicants statewide. We will work with NEMA to identify and prioritize under-resourced subapplicants, promote and encourage Section 428 PAAP and Section 406 Hazard Mitigation Program participation where appropriate, and directly aid in the development of PA Program projects, including damages, scope, and cost estimates as requested.

At the direction of NEMA, we will meet with eligible subapplicants to identify and prioritize capital projects that may benefit from Section 428 PAAP and Section 406 Hazard Mitigation Program inclusion. This will be completed through a robust understanding of each subapplicant portfolio, their specific needs and priorities, and a prioritized list of permanent work projects across all subapplicants that identifies recommended inclusion or exclusion from each program. **With direction from NEMA, Hagerty will review every Damage Inventory project for possible Section 428 PAAP inclusion and Section 406 Hazard Mitigation opportunities.** Once reviewed, identified, and agreed upon with the subapplicant and NEMA, Hagerty will develop comprehensive and inclusive Damage Descriptions and Dimensions (DDD), the most critical component of successful FEMA PA Program grants. Simultaneously, Hagerty will support NEMA and the subapplicant develop complete, accurate, and compliant SOWs for repairs as well as mitigation components. Once a DDD and SOW are agreed upon by all stakeholders, Hagerty will lead and support cost estimating. For more well-resourced and sophisticated subapplicants, Hagerty will, at NEMA's direction, review products developed directly by subapplicants for compliance and areas for improvement.

FEMA SECTION 428 POLICIES AND PROCEDURES EXPERTISE

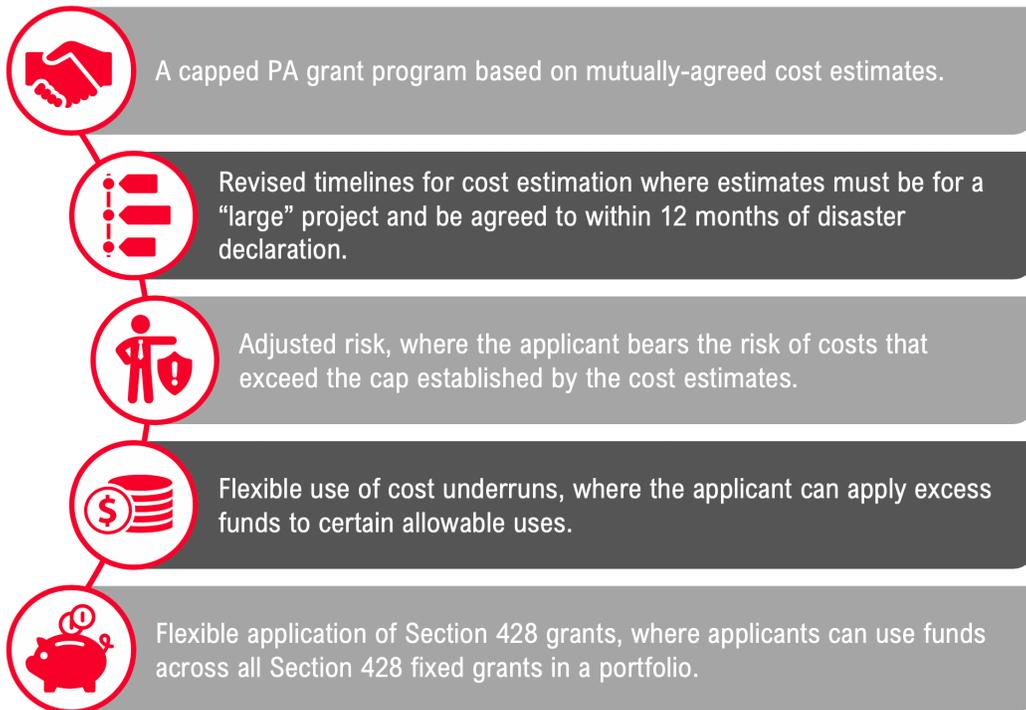
The *Sandy Recovery Improvement Act* (SRIA), the law that amended the Stafford Act to include Section 428, authorizes alternative procedures for the PA Program. It was created to:

- » Reduce the costs to the federal government of providing FEMA PA;
- » Increase the flexibility in the administration of such assistance;
- » Expedite the provision of assistance; and
- » Provide financial incentives/disincentives for timely and cost-effective projects.

FEMA established multiple pilot programs under its Section 428 authority, including:

- » Permanent Work (2013)
- » Debris Removal (2013)
- » Direct Administrative Costs - DAC (2017)

As a result, this new Stafford Act Section facilitates multiple alternative mechanisms for implementing recovery programs through:



Through almost seven years of operational experience, Hagerty acutely understands that not all projects are ideal for inclusion in the Section 428 PAAP Program (Figure 6). Hagerty will apply this deep understanding to NEMA current and potential future recoveries, supporting identification of priority projects, and creation of compliant and robust grant applications.

Figure 6: The Section 428 PAAP Program Offers Inherent Opportunities and Challenges to NEMA and Sub-Grantees

Opportunities	Challenges
Increases speed of recovery	Hasty decisions require scope modifications and alternate proposals for Hazard Mitigation
Simplifies delivery and reduces administrative costs	Administrative burden shifted to state and local governments
Increases flexibility in the use of funds	Mitigation proposals cannot change easily
Provides financial incentives (excess funds)	Approval of excess funds can take months or years

As identified throughout this proposal, the Hagerty Team is second to none in expertise in the FEMA PA Program. The following example highlights of our past performance providing 428 technical assistance to our clients.

Howard County, Maryland (the County) contracted Hagerty to perform a suite of FEMA PA Program, project, and grant management services related to the County’s recovery from 2016 and 2018 flash flooding events. Between the two floods, the County suffered an estimated \$30 million in damages. After the 2018 flood, the County determined the public interest was best served to mitigate future damage to the historic downtown area of Ellicott City, where most of the damage occurred. To do so, Hagerty worked with the County to determine the best route forward, which included utilizing the Section 428 PAAP Program, where appropriate. Three separate projects were identified for inclusion in the Section 428 Program:

1. Visitor parking lot replacement;
2. Brick sidewalk replacement; and
3. Small historic courthouse replacement.

By working with the County to document an accurate and comprehensive DDD and SOW to repair each site, Hagerty was able to develop an accurate and justifiable cost estimate that could be validated by FEMA. The costs estimates were approved at a total amount roughly **\$200,000** higher than FEMA’s own original cost estimates, which were insufficient given the final scope. The cost estimates also included hazard mitigation for the brick sidewalks that did not exist pre-storm, which increased the sidewalk’s cost estimate by 50 percent. With the cost estimates approved by FEMA, the County was able to combine the projects in to one consolidated project valued at \$2.1 million, which could be used on an alternate scope of work. The County, with Hagerty’s assistance, proposed:

1. Rebuild parking lot, but with smaller dimensions.
2. Drainage channel improvement project, incorporating some of the space taken from the parking lot.
3. Replace all brick sidewalk sections with concrete for increased flood protection.
4. Decorative stone veneers for other work completed in Historic Ellicott City.

The County was able to utilize the Section 428 Program to choose the best way forward for their community, with fewer restrictions than the traditional PA Program would have imposed on them. Hagerty provided the expertise to ensure requirements were completed in a compliant manner and maximized the amount of eligible funding the County had at their disposal through both the FEMA 428 and 406 Programs. Hagerty is prepared to provide similar technical assistance to NEMA and subapplicants for 428 PAAP, 406 hazard mitigation, and traditional project formulation.

TIMELY REIMBURSEMENT STRATEGIES

Hagerty acknowledges NEMA's critical role in the review and processing of reimbursement requests and has significant experience in designing and executing these processes. To successfully maximize reimbursement, Hagerty understands the importance of having knowledge of current FEMA PA policy, FEMA PA Program rules (particularly under the new Delivery Model), documentation requirements, and validation procedures. Hagerty leads the industry with our experience administering recovery programs under the new FEMA PA Delivery Model and under various pilot programs, including the Section 428 PAAP Program, which can maximize reimbursement opportunities. Our deep policy expertise paired with applied experience operating under these new PA Program structures offers a strong combination to support NEMA's reimbursement and recovery efforts.

Hagerty will work with NEMA to complete the following tasks to facilitate and expedite reimbursement requests:

- 1. Develop a Reimbursement Prioritization Strategy** – This will consider criteria that may impact timeline, cost, priority subrecipients, special considerations, etc. This plan will prioritize high dollar value, low level of effort reviews to front load immediate value add or “bang for your buck” results.
- 2. Develop an Outstanding Need / RFI Pipeline** – This process will be completed simultaneously with the prioritization strategy to not only allow quick reimbursement but to also develop a pipeline of RFR/closeout ready PWs.
- 3. Establish RFR Thresholds** – Hagerty has developed RFR thresholds based on time, percentage of work completed, as well as dollar value of expenditures. This efficiency informs the sub-recipients, standardizes requests, and decreases the time and cost associated with reimbursement requests.
- 4. Provide Technical Assistance Support to Applicants** – As needed and directed by NEMA, Hagerty will work directly with applicants to promote quick and compliant documentation, scope, and cost reviews.
- 5. Implement a Standardized and Compliance Driven Workflow Process** – We will work with NEMA to formalize and execute an efficient yet comprehensive review and approval process for all RFR's and closeouts.

Our Team brings extensive experience in identifying eligible work and ensuring sufficient documentation, such as contracts, procurement documents, and cost details. On our Sandy Recovery project, for example, the Hagerty team has helped NYC obtain over \$2 billion in FEMA PA reimbursements and \$2.3 billion in CDBG-DR reimbursements. Our team embedded with NYC agencies and provided technical support to help them reconcile and document costs and develop well-supported and timely progress payment requests.

Hagerty's innovative solutions in the development and closeout of grants have saved our clients, as well as the associated federal and state stakeholders, significant time and money. For example, Hagerty was able to work with FEMA and the New York State Division of Homeland Security and Emergency Services in the development of a Force Account Labor Methodology to capture \$17 million of eligible costs using an alternate methodology for validating costs required by FEMA. It is projected that this saved over 2,000 man-hours across all agencies. In another example, Hagerty was able to successfully present, support, and negotiate a percentage-based Direct Administrative Cost (DAC) agreement. This eliminated the need of thousands of applicant personnel to track their hours associated with PW formulation tasks, as well as the associated federal and state reviews of this documentation. Such a percentage-based approach for administrative costs has since been formally adopted into policy with percentage based (direct and indirect) management costs.

DEBRIS MANAGEMENT SOLUTIONS

In the same way that Hagerty can provide knowledge and expertise for project formulation and the 428 alternative procedures program, Hagerty can offer NEMA the same level of service for Debris Removal projects. Debris removal operations are one of the most complicated activities to perform from a FEMA compliance perspective, and are also typically performed in the early stages after an incident, which can always lead to missteps. Hagerty has seen the gamut of potential debris issues and is prepared to work with NEMA and subapplicants to both prevent compliance errors before they're committed and working on solutions after the fact. This can range from procurement, private property debris removal, supporting documentation, and time extensions among others. This would also include the Debris Removal Pilot Program. While the Debris Pilot Program has lost a number of its original benefits, Hagerty is well versed on policy applications to ensure subapplicants are utilizing the program effectively.

Hagerty's ability to assist with Debris Management is borne out of our previous accomplishments. After Hurricane Michael, FEMA issued a determination memo regarding the City of Panama City's removal of debris from private properties (PPDR). Hagerty was able to do an extensive recanvassing of supporting documentation related to the City's debris mission and show justification and policy compliance for \$3.5 million in PPDR costs, which had previously been denied. Often times, even more innovative solutions are necessary though. In NYC after Hurricane Sandy, NYC Department of Parks and Recreation made the decision to clean and return beach sand from public right-of-ways directly to the beaches. That action was not considered an eligible Category A activity, and FEMA was going to deny the \$28 million expense. Hagerty was able to successfully justify eligibility to FEMA by showing the cost effectiveness of cleaning and returning the same sand, creating a substantial cost savings to the federal government compared to the standard alternative of taking the beach sand debris to a landfill and trucking in new sand to cultivate the beach to its pre-disaster profile.

MANAGE PROJECT CLOSEOUT

Hagerty has experience and success managing all aspects of project development and closeout. This experience will result in decreased closeout timelines and reduced administrative costs – a benefit to NEMA. NEMA has already been able to observe Hagerty's closeout support services first-hand as part of our current emergency contract engagement. In the two months assisting NEMA thus far, Hagerty has reduced the closeout backlog of unreviewed DR-4420 100% complete large projects from 18 to two, even with total obligated projects increasing from 18 to 32 over that time.

First, we work with recipients and sub-recipients to develop “Closeout Ready” projects. We understand that if the proper documentation and reconciliations are completed at the time of project formulation, often years before closeout, this greatly decreases the administrative burden and delay associated with FEMA transition, lost documentation, etc. Additionally, understanding how to group projects on the front end will directly impact closeout timelines on the back end. Ensuring that projects with prolonged construction timelines or environmental concerns are not in the same PW as work completed, or those projects with simple and straight forward requirements, will decrease closeout timelines. This experience will directly help NEMA decrease recovery timelines and costs for DR-4420 (or future declarations) and indirectly with previous open declarations.

Second, we have proven success designing and implementing “right sized” closeout review processes. We understand that NEMA has an existing process and that closeout is not a “one size fits all” endeavor. Requirements across designated FEMA Regions, and individual state operations all vary. Hagerty has supported states across multiple FEMA Regions and subrecipients across the nation, from the largest major metropolitan municipality to rural towns, private non-profits (PNPs), and state agencies. These qualifications and sensitivities will allow Hagerty to provide dynamic, tailored,

and cost-effective solutions to NEMA while leveraging past experience and lessons learned to promote compliance and reduce de-obligation of funding.

Hagerty's professionals have implemented innovations in disaster recovery ranging from an expedited closeout process following the World Trade Center disaster to full program implementation under SRIA to the *Disaster Assistance Reform Act* of 2015. Hagerty's experienced staff has played a critical role in the development of over \$24 billion in federal and state grants. These grants include all FEMA PA categories of work (A-G) as well as CDBG-DR Eligible Activities. Our innovation is demonstrated by our work following the World Trade Center attacks. There, Hagerty professionals reengineered the FEMA closeout process to allow FEMA to programmatically closeout ~\$5 billion in PA grants in six months and obligate an additional \$2.4 billion in 9/11 Associated Cost Grants. As a result of the approach developed by Hagerty professionals, the \$7.4 billion FEMA PA Program was programmatically closed out by September 11, 2003, two years after the disaster, without any adverse findings by FEMA's Office of Inspector General.

PROJECT AND FINANCIAL MANAGEMENT CAPABILITIES

Coordinating, tracking, and managing recovery-specific data and supporting documentation can be an administratively complex and cumbersome process. To best support a recovery by NEMA, Hagerty will advise NEMA on either implementing a disaster-specific recovery system or how to best leverage NEMA's existing systems to effectively manage disaster data. In our experience, grant and financial management systems to support recovery should be straightforward, effective, and integrated into current client processes and systems. To support this, Hagerty created our Disaster Financial Management Systems (DFMS) using the QuickBase® platform, which Hagerty has customized to meet the individual needs of state and local clients nationwide. Hagerty developed a custom system to better support the City of New Orleans to track Katrina grant funds. The success of the DFMS is evidenced by New Orleans' use of the DFMS following the conclusion of the contract. Our team has deployed DFMS for every large recovery operation since it was developed, including current use by NYC to manage federal grant dollars following Hurricane Sandy and other clients to track grant financial data and grant-related compliance documentation. At the same time, DFMS is an optional Hagerty offering. Hagerty has extensive experience working with clients' legacy systems in recovery operations and providing best practice recommendations to maximize efficiency where possible. Hagerty has already proven effective in utilizing NEMA's internal **Smartsheet** tracker and providing additional reporting tools that show aging reports and other tracking functions to aid NEMA in decision-making.

EXPERIENCE WITH APPEALS

Hagerty professionals collaborate with clients and FEMA to resolve technical disputes. Eligibility justifications are documented in writing, as needed, to address a determination memo or file an appeal. In three years of support for our largest municipal client, across more than 700 PWs, there have been only two occasions where the client has chosen to appeal. Our professionals can minimize appeals by developing white papers and providing justifications and support based on PA Program policy to support implementation of the PW. Further, we develop innovative applications of the authorities granted under the Stafford Act to achieve our clients' goals based on collaboration with state and federal governments.

When appeals are necessary we have a near flawless record winning for our clients.

Hagerty's appeals experience has resulted in gains for our clients. We successfully reversed an opinion on conduit replacement for one client, **resulting in more than \$500 million in Section 428 funding**. In addition, our successful appeal resulted in \$2.1 million to replant destroyed trees and reinstall fencing as a part of a water filtration system restoration.

EXPERIENCE WITH AUDITS

The Hagerty Team incorporates lessons learned and best practices from disaster recovery experience into our approach for every client. We leverage our financial management tools to support audit needs. These systems enable efficient management of program tasks, finances, contracts, schedules, and documents, and track all funding sources that finance recovery projects. This supports both cash-flow monitoring and development of closeout-ready PWs. We have supported numerous appeals and audits related to federal recovery funding programs and have **never had a single dollar de-obligated as a result of a federal OIG audit.**

1.9

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

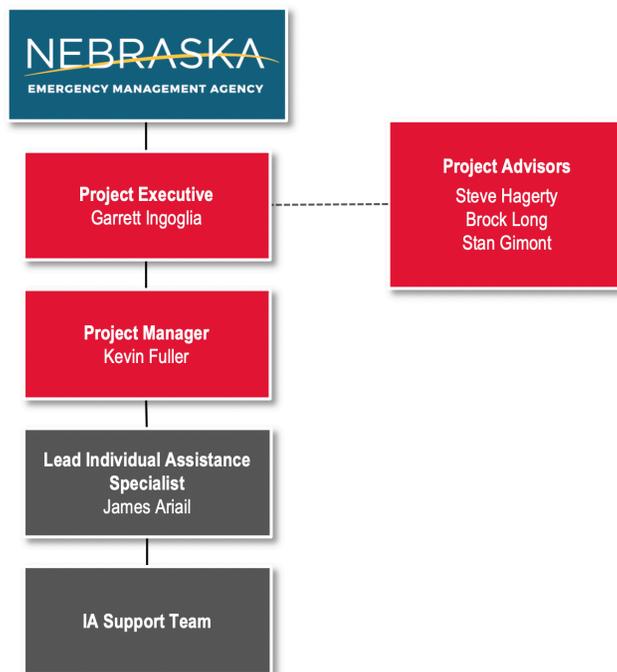
Response:

Hagerty understands that IA Program support can come in many forms and that communities often face great challenges when fulfilling unmet needs, reaching and educating survivors about their options, and determining and identifying sound long-term housing options for displaced households. Through our dedication to supporting survivors and field experience, we have facilitated the development of information management systems and processes which enable effective management of federal housing recovery programs and the implementation of robust long-term community recovery initiatives.

Proposed Staffing for IA Technical Services

Depending upon which IA programs are activated, the skillsets needed to assist NEMA could vary greatly. The proposed team structure (Figure 7) and members should be considered preliminary, with final staffing being based on the Task Order requirements and scope.

Figure 7: Preliminary Proposed Staffing Structure



Below are bios of IA staff that are available to support the NEMA project. The proposed staffing includes policy and technical specialties to provide comprehensive resource support to NEMA.

JAMES ARIAIL, LEAD INDIVIDUAL ASSISTANCE SPECIALIST, is an emergency management capture and program manager with expertise in disaster recovery and hazard mitigation programs. In his 26 years of professional experience, he has supported local, state, and federal clients in HUD CDBG-DR, FEMA PA, IA Emergency Support Function 6 (ESF-6), National Flood Insurance Program (NFIP), and hazard mitigation assistance (HMA) programs. Mr. Ariail has served in disaster recovery leadership roles in both the public and private sectors. This includes his time as the Planning, Policy, and Analysis Unit Chief at FEMA, where he was responsible for direct housing and mass care following Hurricane Katrina.

Individual Assistance Support Team

CHRIS HARTNETT, has six years of experience with FEMA, where he most recently served as the Region II PA Branch Chief. In this role, he was responsible for providing oversight, coordination, and management of over 100 employees and over 35 legacy disaster closeout initiatives. Prior to his assignment as PA Branch Chief, Mr. Hartnett was the Director of the New Jersey Sandy Recovery Office and coordinated all New Jersey Hurricane Sandy Recovery PA, IA, and HMGP grants. In addition, he was assigned as the Federal Coordinating Officer (FCO) in the US Virgin Islands for the Maria Recovery as well as the FCO for Response and Recovery for tropical storms Isaac and Dorian.

JACQUELINE YANNACCI, is an emergency management professional with 19 years of experience and expertise in community resilience and mental health. A seasoned project manager, she has managed the full life cycle of a \$55 million behavioral health grant portfolio, facilitating the Gulf Coast's long-term recovery following hurricanes Katrina, Rita, and Wilma. Ms. Yannacci designed three unique grant programs, funding 135 grants and subgrants to youth recovery, community resilience, and capacity-focused community and social agencies. She has also led remarkable business transformations at the American Red Cross, including spearheading a business process transformation for an over \$300 million department across the organization's seven divisions, 63 regions, and 225 chapters.

BOBBIE ANDERSON, is an emergency management professional with almost 10 years of experience. Ms. Anderson has deployed to numerous disasters, including hurricanes Harvey, Sandy, Isaac, Irene, and Lee. She has held various positions in response to these disasters, including shelter leads and managers, community partner supervisor, multi-agency resource center (MARC), and emergency operations center (EOC) government liaison supervisor. Most recently, she has supported Baptist Child and Family Service's (BCFS) division of Health and Human Services (HHS) Emergency Management Department (EMD) on their Incident Management Team (IMT), responding to disasters throughout Texas and New Mexico.

Approach to IA Technical services

Structurally, disaster programs to support individuals and households deliver a suite of services through IA Programs and complementary federal, state, local, and non-governmental programs. In support of NEMA, our professionals may engage in the following tasks:

- » **Mass Care and Emergency Sheltering Support:** Hagerty can support NEMA in identifying IA Program resources to fill critical mass care and emergency shelter resource gaps. Volunteer organizations play a lead role in delivering these services; however, state and federal resources and support ranging from commodity distribution to temporary shelter construction and staff augmentation may be required for catastrophic events. Hagerty can support NEMA with navigating the time sensitive decisions that must be made to align IA Program resources with mass care and

shelter needs. This includes providing staff augmentation to NEMA or in regional EOCs to support direct resource coordination.

- » **Augmentation of the Disaster Case Management Assessment Teams:** Hagerty can provide professionals to augment case management teams and identify resources available to implement case management programs, including identification of unmet needs, supporting survivors with appeals, provision of legal assistance, provision of support for unemployment assistance, and connection of disaster survivors to service providers. Hagerty's support under this task can include support for NEMA at the JFO and Disaster Recovery Center (DRC) in partnership with federal partners.
- » **Development of Outreach and Public Awareness Campaigns:** Prior to or following a disaster, Hagerty can support alert notification and community outreach to assist re-entry and the transition of individuals and households from shelters, through temporary housing, and into permanent housing.
- » **Prepare Comprehensive Reports:** In collaboration with federal, state, and non-governmental partners, Hagerty can support reporting to assess housing demand, unmet needs, and types and volume of IA Program services by cross referencing data with all available FEMA and non-governmental systems.
- » **Provide SMEs to support related RSFs and Task Forces:** Hagerty can provide SMEs to support NEMA in standing up RSFs, such as Housing or Health and Human Services, as well as Task Forces for housing or other mission areas that require expertise in IA programs.

HOUSING RECOVERY PROGRAM PLANNING AND IMPLEMENTATION

Hagerty can support NEMA in identifying and implementing a portfolio of housing recovery programs that is tailored to the specific requirements of a disaster. There have never been more options for housing recovery programs, or more opportunities for states to take a leadership role in program implementation particularly given the changes in the DRRRA and the evolving concept of locally led, state administered, and federally supported recovery. Hagerty's professionals will collaborate with NEMA to execute these programs, including:

- » **Permanent Housing Construction (PHC):** PHC has historically been used in isolated or remote locations, such as island territories. However, following Hurricane Harvey, Texas established a program for permanent home repairs called Direct Assistance for Limited Home Repair (DALHR) under the PHC authority, providing survivors with up to \$60,000 in permanent home repairs.
- » **Multifamily Lease and Repair/Direct Lease:** Under these programs, vacant rental properties can be leased and repaired for use as interim housing.
- » **Manufactured Housing Units (MHUs)/Travel Trailers (TTs):** This is the traditional solution when there are insufficient rental properties available.
- » **State Administered Direct Housing Programs:** Under the *Disaster Recovery Reform Act* (DRRA), states can administer their own direct housing programs. This option provides states with the option to go beyond merely replicating the Manufactured Housing Unit (MHU)/Travel Trailer (TT) solutions provided by FEMA under the Individuals and Households Program. Rather, NEMA now can pursue innovative, alternative housing strategies that move survivors directly into permanent housing, or other alternative solutions such as temporary-to-permanent modular housing.
- » **CDBG-DR:** While CDBG-DR is not an IA Program, it is critical for meeting housing recovery needs that remain unmet after insurance and resources under the Stafford Act have been exhausted.

Our professionals will collaborate with NEMA to develop disaster-specific housing recovery strategies that meet NEMA's unique needs while also supporting NEMA in program implementation. Hagerty's housing planning experience is unmatched, and our ability to support pre-and post-disaster housing planning is founded in implementation of innovative disaster housing programs at the federal, state, and local levels.

To support the State of California to address housing needs following the Camp Fire, Hagerty's professionals have filled critical leadership positions, including Housing Task Force Lead and Housing Recovery Support Function Lead. Through this support Hagerty is providing leadership through both the interim and long-term housing recovery phases. Some key accomplishments to date include successfully advocating for critical policy concessions from FEMA to expedite interim housing, and advocating for more accurate measures of unmet needs for CDBG-DR. Hagerty also developed a report on Housing Impacts, Opportunities, and Challenges that received praise from senior Cal OES leadership.

Our professionals have been instrumental in helping FEMA and other state and local agencies implement best practices to solve some of the most complex IA Program problems and efforts. We understand transitioning households from shelter to long-term and permanent housing is a priority in every community, and as we support NEMA our professionals will develop and implement interim and long-term housing concepts based upon our experience and best practices, consistently evaluate options in every phase of recovery, and maximize use of local solutions to address interim housing needs. Our team will also identify opportunities for innovation to address the roadblocks associated with permanent housing.

1.10

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

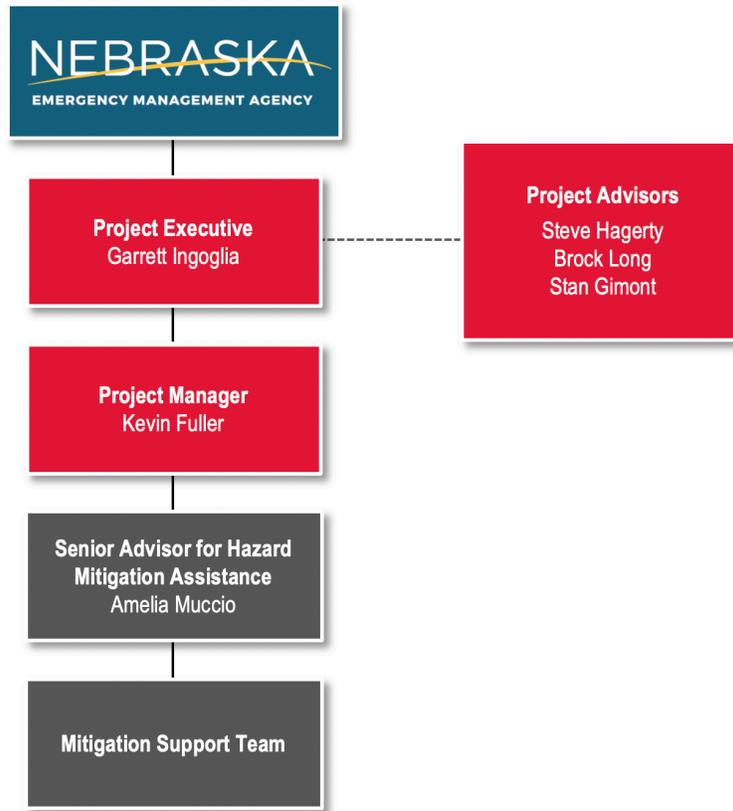
Response:

Hagerty is honored to partner with NEMA to provide technical assistance (TA) to NEMA Hazard Mitigation staff and across the State of Nebraska associated with the implementation of the HMGP. Our objective is to continue to provide NEMA with highly trained and experienced hazard mitigation professionals and seamlessly integrate into NEMA's Hazard Mitigation operations. To date, our partnership has yielded tangible results that have advanced NEMA's mitigation priorities, while also focusing on tasks like developing SOPs and providing training to build capacity within the State of Nebraska, for NEMA staff and local partners. At the same time, we understand considerable work remains to achieve NEMA's mitigation goals; advance the successful and immediate implementation of HMGP; and increase the capacity at the local level to design FEMA ready mitigation project applications. Our partnership has never been more important.

Proposed Staffing for HMGP Technical Services

As with Public and Individual Assistance, Hagerty's staffing approach for HMGP is designed to match the correct skillset to the need and the ability to quickly scale up or down to meet NEMA demand. Below is an example staffing structure (Figure 8), but actual staffing will be based on Task Order specifics.

Figure 8: Preliminary Proposed Staffing Structure



Below are bios of HMGP staff that are available to support the NEMA project. The proposed staffing includes policy and technical specialties to provide comprehensive resource support to NEMA.

AMELIA MUCCIO, SENIOR ADVISOR FOR HAZARD MITIGATION ASSISTANCE, Ms. Amelia Muccio is an emergency management and public health program manager with over 12 years of experience strategizing and leading national and international mitigation, preparedness, response, and recovery projects. Ms. Muccio has worked on all-hazards planning and policy development, grants management and evaluation, capacity building, Stafford Act sections 404/406 mitigation, continuity of operations, training, and exercises. As part of the 10-person team for the NYC Hurricane Sandy Recovery, Ms. Muccio directly supported the resiliency and consequence assessment efforts of 16 city agencies. Between August 2013 and May 2015, Ms. Muccio spearheaded the submission of an \$860 million HMGP Section 404 portfolio on behalf of the city as part of larger risk management and preparedness efforts. Currently, Ms. Muccio is the Senior Project Manager for Hagerly’s NEMA Mitigation Services contract.

Hazard Mitigation Grant Program Support Team

VANESSA CASTILLO, is currently supporting the NEMA HMGP support contract as a Project Manager. She is a mitigation and land use professional with experience in environmental reviews, historic preservation reviews, hazard mitigation, BCA methodology, and federal grant programs. She also has experience with FEMA HMGP, Pre-Disaster Mitigation Program (PDM), and FMA program. Ms. Castillo has successfully ensured compliance with HUD programs, including CDBG, HOME Investment Partnership Program (HOME), and Housing Opportunities for Persons with AIDS (HOPWA) programs.

STEVE PARDUE, is currently supporting the NEMA HMGP support contract as a Subject Matter Expert. He is a Certified Floodplain Manager (CFM) with more than 20 years of experience in the areas of risk assessment, hazard mitigation planning, and BCA of hazard mitigation and risk assessment projects. He is an expert in most aspects of FEMA's mitigation programs, including the hazard mitigation assistance (Section 404) and PA mitigation program (Section 406).

KELLY BROWN, is currently supporting the NEMA HMGP support contract as a Recovery Consultant. She is an emergency management professional with over five years of experience in varied roles ranging from response operations to long-term recovery specializing in Hazard Mitigation. Ms. Brown has ensured project compliance with FEMA HMGP, PDM, and FMA program. She also has experience conducting risk assessments to detect potential hazards and plan precautionary measures to enhance resiliency for the State of Texas.

MICHAEL LEVKOWITZ, is currently supporting the NEMA HMGP support contract as a Recovery Consultant. He has served in a variety of roles supporting local, state, tribal, and federal government agencies with hazard mitigation planning, risk communication, and emergency preparedness. Mr. Levkowitz has five years of experience in this field, including experience in large-scale program management focused on multi-hazard mitigation, risk communication, and coastal resilience.

RACE HODGES, is an emergency management professional with 11 years of experience and expertise in hazard mitigation. He has developed hazard mitigation plans (HMPs) for more than 100 local, county, state, and tribal governments, conducting comprehensive risk assessments and planning and facilitating public meetings, and designing and conducting large-scale workshops. Mr. Hodges has led coordination efforts between multiple federal agencies—including FEMA, USACE, the Environmental Protection Agency (EPA), and HUD—to support state hazard mitigation programs and mitigation activities at the local, community level.

KEN GOETTEL, is an emergency management professional specializing in hazard mitigation, focusing on planning, technical support for FEMA grants, and BCA. He has provided technical support for approximately 1,000 mitigation projects, with over an estimated \$5 billion in project costs, \$1 billion in awarded FMA, HMGP, and PDM Grant Programs, and more than \$4 billion in non-FEMA projects. In addition, he served a critical role on BCAs, developing both FEMA's initial BCA software and standardized methods for the quantification of economic loss of building, utilities, and transportation systems, as well as separate economic impact quantifications for EOCs, emergency shelters, police, fire, medical facilities, utilities, among others.

RANKO PUDAR, PE, CFM, is a subject matter expert with over 24 years of experience in floodplain management, hazard mitigation, and risk assessment. Mr. Pudar is widely recognized as an expert in the areas of BCA, floodplain management, and hazard mitigation. He has supported HMGP applications for 17 FEMA declared hurricane- and flood-related disasters, ranging from \$23 million to over \$13 billion.

J. CARVER STRUVE, is a hazard mitigation expert with over 20 years of planning, emergency management, and program management experience. He has served as the State Hazard Mitigation Officer for the Maryland Emergency Management Agency (MEMA) and Principal Planner for the State of Tennessee Local Planning Assistance Office. In these roles, he has gained expertise in administering FEMA mitigation programs, including Hazard Mitigation Assistance (HMA), and PA Section 406 Hazard Mitigation.

KATIE GRASTY, currently serves as a Deputy Director of Mitigation for Hagerty. She has worked for FEMA and the US Department of Transportation (DOT), in both cases representing those agencies in the Hurricane Sandy recovery effort. At

FEMA, she managed hazard mitigation grant applications worth more than \$2 billion and led a team overseeing more than 1,200 grant applications.

MARY SHARP, CFM, is a certified floodplain manager and advanced GIS analyst experienced in hazard mitigation, including 404, 406, and plan writing. all-hazards risk assessment and analysis, long-term mitigation and recovery support, GPS (Global Positioning Systems used to accurately locate buildings, infrastructure, or other items in real-space environments) data collection, and information technology (IT)/database management. In New York City's Sandy Recovery, Ms. Sharp provided data management with GIS analysis, mapping, and support for NFIP Acquisition, CDBG-DR, 404 HMGP, and 406 mitigation applications

Approach to HMGP Technical services

Hagerty knows the success of any state-level mitigation program is contingent upon implementation of programs and activities at all levels, including a robust state program and capacity at the municipal level. In our experience providing technical assistance to subapplicants and municipal stakeholders for other clients, Hagerty's services have greatly increased the quality of grant subapplications and the technical items associated with those subapplications. Hagerty knows that meaningful stakeholder engagement can be challenging given the backdrop of competing priorities for subapplicants, particularly if they are still addressing the needs of the community after a disaster. Hagerty will continue to build off the foundation thus far created between NEMA staff and on-site Hagerty professionals. Hagerty's approach consists of the following key tasks:

- » Continue to provide consulting services to build NEMA's capacity to administer the FEMA HMGP.
- » Technical assistance to, and support coordination with, subapplicants to develop FEMA ready HMGP subapplications.
- » Technical assistance and guidance to NEMA personnel and subapplicants on FEMA's BCA.
- » Provide coordination, program support, and policy guidance to successfully leverage all federal program funding available for mitigation.
- » Assist NEMA to streamline their Notice of Intent (NOI) and subapplication processes and to help NEMA prioritize implementable HMGP projects.

BUILD NEMA HAZARD MITIGATION STAFF CAPACITY

Since January 2020, Hagerty's approach has been to provide consulting services to build NEMA's capacity to administer the HMGP. Hagerty has worked collaboratively with NEMA personnel to implement recommendations to establish efficient organizational structure, procedures, and processes to administer the HMGP under DR-4420. The Hagerty Mitigation Team will continue to work with NEMA staff to develop process guides and best practices to support effective HMGP implementation. In addition to process improvements, Hagerty will continue to provide technical training and guidance to staff in order to improve the implementation of HMGP and future funding opportunities, including the Building Resilient Infrastructure and Communities (BRIC) opportunity. Hagerty's goal will be to assist NEMA to memorialize best practices and draft internal policies and procedures that support the development of a comprehensive HMGP and PDM/BRIC strategy guide.

Hagerty assists our clients in identifying, developing, and evaluating opportunities for comprehensive resiliency programs that reduce or eliminate risk from future events. In addition to supporting our clients to write and manage grants, our capacity includes miscellaneous technical services that our projects might require, leveraging deep expertise in areas like

Environmental Planning and Historic Preservation (EHP), GIS mapping, cost-estimating, and development of BCAs. Hagerty's professionals have formulated and implemented more than \$2 billion of successful federally funded mitigation projects. Hagerty understands not only how to maximize the ability of states and their communities to access funding available through HMGPs, but also how this funding can be layered with other available funding sources to maximize the total grant and the impact on resilience.

We can support this by:

- » Layering available funding, including coordinating 404 and 406 hazard mitigation funding with HMA funding;
- » Evaluating all potential funding and projects to avoid duplication of programs/benefits;
- » Selecting the best funding stream for projects and designing the project to program eligibility and constraints; and
- » Cradle-to-grave management to promote efficiency and decrease de-obligation or funding losses.

In alignment with the needs of NEMA and any subapplicant, Hagerty can assist with project identification, initial scope development, and subapplication submission for HMGP (Figure 9). Hagerty's capability includes developing procurement documentation guidance, financial grant management, invoice and backup documentation review, quarterly progress reports (QPR), progress payment reimbursements, and grant closeout.

Figure 9: Our support associated with Section HMGP includes the following key elements:



For complex projects, Hagerty can assist NEMA and subapplicants with project phasing. Phase I typically involves technical studies; engineering design; an in-depth BCA; permits; and EHP documents. Phase II typically involves implementation and construction.

SUBAPPLICANT TECHNICAL ASSISTANCE: APPLICATION DEVELOPMENT

One effective method of delivery for technical assistance is developing workshops that can be executed in-person or via webinar with potential subapplicants. Hagerty and NEMA collaboratively executed on a workshop in early March for subapplicants submitting an acquisition subapplication. In partnership with NEMA, Hagerty will develop workshop training to strengthen subapplicant understanding of the HMGP and their ability to develop FEMA ready mitigation subapplications. Where possible, Hagerty will structure workshops to allow attendees to sign-up for one-on-one technical assistance sessions with subject matter experts to address application-specific issues. As a standard business practice, Hagerty will solicit feedback from participants in each

of these trainings and technical assistance sessions to identify strengths and opportunities for improvement. Leveraging this feedback, Hagerty will build upon and enhance training materials to support future training. In addition, Hagerty will document common issues identified through these trainings – like maximizing project benefits in the BCA or eligibility determinations – and offer recommendations to NEMA for enhancement of future training sessions.

An example of Hagerty's successful past performance is offered through our current contract with Cal OES. This broad contract, which includes support for both response and recovery operations, was executed in December of 2018. Between January and May of 2019, Hagerty executed 13 workshops, providing training and technical assistance to subapplicants across the State. Structurally, Hagerty developed the training to include technical assistance sessions where attendees were able to sign-up for 30-minute slots of time to discuss their sub-application with a member of team, either general to HMGP or specific to BCA.

Technical assistance offered by Hagerty is structured to address the largest issues states and subapplicants face in the grant development process. Usually BCA is the biggest issue and the reason why HMA projects are unsuccessful. Further, both subapplicants and states struggle to understand how to use project phasing and advance assistance for HMGP. In addition, subapplications should include management costs, as this can help subapplicants fund staff or hire firms that can help in the administration of these complex grants. Workshops constructed by Hagerty will address these issues to ensure subapplicants do not miss opportunities or hinder the success of the grant.

Subapplication Review

The Hagerty Team understands the critical tasks in supporting application for all HMA grant programs, including those associated with highly technical areas, such as BCAs. To support this, the Hagerty Team will engage in the following tasks:

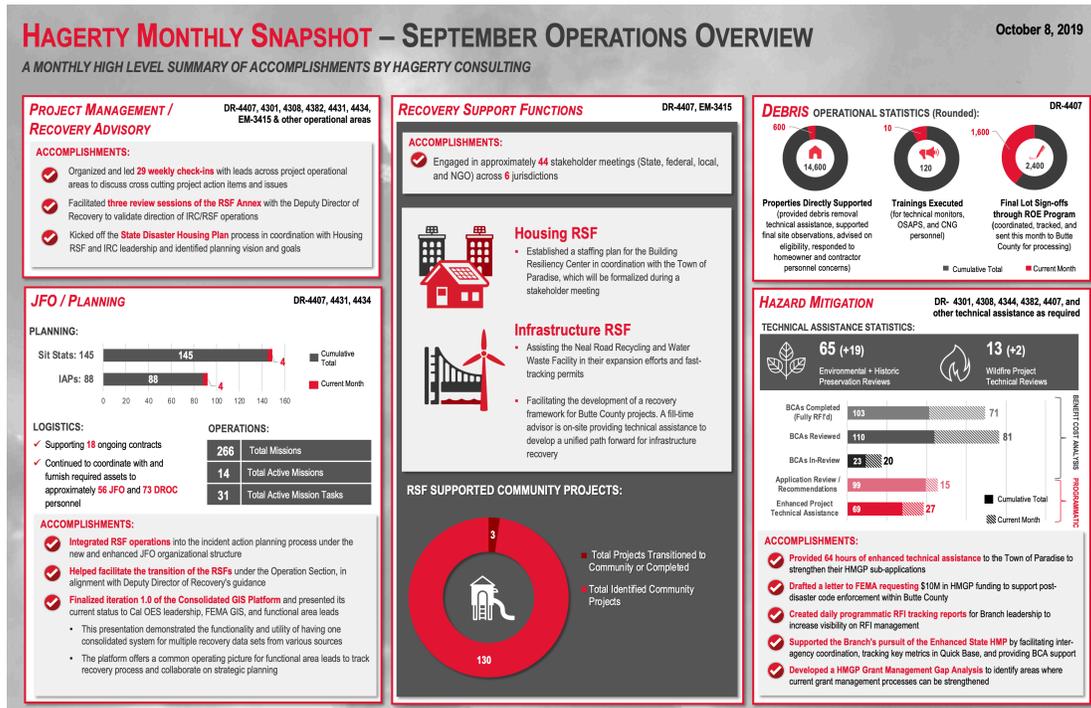
Task 1: Develop Document Workflow Processes, Tools, and Systems

A critical component of effectively reviewing subapplications will be coordination and collaboration with NEMA. While these reviews can be conducted remotely, a model with a decentralized team means that open lines of communication and information tracking will be extremely important in providing timely support to both the NEMA Hazard Mitigation Team and subapplicants, particularly in periods of high volume.

Hagerty can leverage our DFMS – which uses a Quick Base platform – to streamline data analysis and workflow management. Our professionals have used DFMS to support recovery program management focused broadly on the universe of recovery funding and specifically targeted at mitigation programs. Hagerty offers Quick Base as a potential solution to NEMA to support data tracking and reporting. Quick Base would allow NEMA stakeholders to review summary data on the comprehensive state of a project or portfolio of projects (Figure 10). This increases efficiency and makes it

easier for personnel staff to identify and act on red flags or other critical issues that would otherwise not be visible under existing grant processes. Should NEMA seek support through this system, Hagerty would provide system costs during the task order negotiation process.

Figure 10: Snapshot and At-a-Glance Reporting Supports Programmatic Transparency and Will Be Defined at the Task Order Level



Task 2: Review Subapplications

Aside from the technical skills that are required to review and assess the feasibility and completeness of grant subapplications, the single most important consideration is maintaining consistency in the reviews. Although the members of our Team have deep technical knowledge of analyses, the reviews must be standardized in order to ensure equal treatment of all subapplicants and their applications. Hagerty mitigation specialists have developed project-specific review templates for the drafting of Request for Information (RFIs) that are currently being implemented by NEMA Hazard Mitigation staff. These templates standardize the approach to a subapplication review and streamline feedback provided to subapplicants. In addition to developing standardized report templates, Hagerty will establish detailed protocols that can be internalized by NEMA staff for the review of current HMGP applications and future mitigation funding opportunities.

An example of Hagerty's ability to meet NEMA's needs is evidenced by our support to Cal OES. Hagerty reviewed 13 FMA applications and 14 PDM applications, working in tandem with the Cal OES Hazard Mitigation Assistance Branch to meet a January 31, 2019 FEMA application deadline. Hagerty rapidly identified and mobilized support in 24 hours of the request focused on general grant expertise and specific expertise in BCA within 10 days prior to the deadline to meet the needs of Cal OES.

Hagerty will designate various members of our Team for different kinds of analyses, matching our internal expertise to the grant and project type to both create efficiency and ensure consistency in reviewers (e.g. the same professionals evaluating similar projects). For highly technical areas, such as engineering reviews or BCA, the Hagerty Team will complete the

quality control process for the primary review, ensuring all required elements are addressed, confirming accuracy, and enhancing the clarity of the review (Figure 11).

Figure 11: Review Summary Workflow



Details of each review will depend on the project type and hazards addressed. Hagerty anticipates continuing to collaborate with NEMA to customize materials developed by hazard and project type.

As of mid-March, Hagerty has supported NEMA staff in the review of approximately \$11 million in project and planning subapplications and provided recommendations on approximately \$37 million in NOIs for prioritization under HMGP DR-4420. In collaboration with NEMA staff, Hagerty developed an improved NOI form for mitigation projects. We also developed an NOI information packet and ranking template for use by the Governor’s Task Force to simplify the prioritization of the remaining NOIs. The partnership with NEMA staff has enabled Hagerty to develop an intimate knowledge of this process. This will allow us to continue to streamline the prioritization of HMGP funding and standardize project development from application phase through successful implementation and closeout.

Task 3: Technical assistance on FEMA BCA

Hagerty’s approach to providing technical assistance with FEMA’s BCA is proactive and engages subapplicants immediately upon NOI approval/subapplication development to begin the BCA process. Hagerty is currently working with NEMA’s subapplicants to streamline the BCA data collection, a process that can be time intensive for complex projects, such as community flood control activities. Our BCA specialists have extensive experience navigating the subapplicant outreach and technical assistance that is invaluable in creating FEMA credible BCAs. The following is an outline of Hagerty’s approach to BCA technical assistance:

- » Proactive engagement with subapplicants to begin data gathering in support of project benefits.
- » Review BCAs performed by and/or for NEMA.
- » Provide a standardized BCA RFI template to subapplicants with recommendations to strengthen or revise their BCAs (in accordance with FEMA BCA guidance and methodologies).
- » Conduct BCAs, at the direction of NEMA.
- » Provide guidance to subapplicants on the use of FEMA’s pre-calculated benefits and BCA Reference Guides.
- » Mobilize GIS resources to obtain site specific information (such as structure elevations or Hazus data).

Task 4: Develop Written Summary Reports

Leveraging templates and tools developed under preceding tasks, Hagerty will develop a written summary report for each subapplication, confirming project feasibility, validating benefits and impacts, confirming timelines, and ensuring regulatory feasibility. Standardized checklists, detailed reports, and supporting information related to the summary report will be stored in the shared drive established between Hagerty and NEMA for review and future reference (Figures 12-13).

Figure 12: HMGP RFI Template

Box #	NEMA HMGP Application Component	Requests for additional documentation and/or changes to application	Action Required by Subapplicant (Y/N)	Date Resolved
Subapplicant General Information & Hazard Mitigation Plan Requirements (Sections I. and Section II.)				
1.1	Eligible Applicant is identified (State or local government; eligible Private, non-profit organization; or Indian Tribal government)			
1.2	Does the subapplicant have a current FEMA-approved Local Hazard Mitigation Plan?			
1.3	Does the application provide a reference to the Local Mitigation Plan per 44 CFR Part 201?			
1.4	Does the application provide a reference to State Mitigation Plan per 44 CFR Part 201?			

Figure 13: BCA Review Template

BCA Review	
Project Type/Scope	From application or scoping document. 1. This is the format for indicating required changes to the BCA Restart numbering when cells change.
Software Version	BCA Version 5.3.0 was used to complete the analysis.
Hazard	Primary hazard and any others.
Basis for Damages	Historical or expected.
Number of Events	Number of events.
Project Useful Life	As entered in software

GENERAL PROGRAM SUPPORT AND POLICY GUIDANCE

Hagerty will continue to work in partnership with NEMA staff to increase NEMA’s capacity to successfully leverage HMGP funding to accomplish NEMA’s mitigation priorities. Thus far, Hagerty has developed and provided white papers to NEMA staff and leadership on the use of Advanced Assistance, Global and Coordinated Match, planning and project eligibility requirements, and the use of PA for private property demolition (i.e. 407 funding). Scalability to support the evolving needs of Nebraska is a key consideration for Hagerty and we are prepared to provide NEMA with resources in the areas of HMA compliant procurement, flood risk mapping, infrastructure resiliency, BRIC opportunities, and best approaches for layered grant funding.

Completed Sections II-IV

II. TERMS AND CONDITIONS

Bidders should complete Sections II through IV 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:
KF			

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:
KF			

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:
KF			

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:
KF			

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:
KF			

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:
		KF	Hagerty has provided alternate language in redline below

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 an **uncured material** 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 an **uncured material** 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:
KF			

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:
KF			

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:
KF			

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:
KF			

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:
KF			

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:
KF			

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:
KF			

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:
KF			

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:
KF			

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:
KF			

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:
KF			

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:
KF			

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:
KF			

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:
KF			

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:
KF			

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:
KF			

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 contactors' 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:
KF			

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:
KF			

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:
KF			

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:
KF			

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:
KF			

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:
KF			

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:
KF			

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:
KF			

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, _____, 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.



Signature of Contractor's Authorized Official

Katie Freeman, Director of Operations
Name and Title of Contractor's Authorized Official

4/7/2020
Date

Z. ACCESS TO RECORDS

The following access to records requirements apply to this contract:

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

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

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

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Neb. Rev. Stat. §§81-2403 states, “[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency.”

B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor

C. INVOICES

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

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:
KF			

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:
KF			

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.