



RFP NO. 124469 O5 | REDACTED

March 3, 2026

A Proposal for Nebraska State Purchasing Bureau

DISASTER MITIGATION, PREPAREDNESS, RESPONSE, AND RECOVERY PROGRAMS - Attachment A

POC:

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ATTN:

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March 3, 2026

State of Nebraska
Department of Administrative Services
RE: RFP 124469 O5 – Proprietary Information

The redacted information contained herein constitutes confidential, proprietary commercial/financial information and trade secrets. This information is exempt from public record disclosure under **Neb. Rev. Stat. § 84-712.05(3)** and the **Nebraska Uniform Trade Secrets Act (§§ 87-501 to 87-507)**. IEM hereby designates this information as proprietary. Its disclosure would provide an actual business advantage to competitors and serves no public purpose that outweighs the substantial prejudice of its release. Pursuant to State of Nebraska procurement requirements, this statement serves as a formal request for confidentiality.



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March 3, 2026

Craig Palik, Clinton Paul
State of Nebraska
Department of Administrative Services
RE: RFP 124469 O5

Dear Evaluation Committee,

IEM International, Inc., (IEM) is pleased to submit our response to provide Public Assistance (PA), Individual Assistance (IA), and Hazard Mitigation Grant Program (HMGP) technical services to the Nebraska Emergency Management Agency (NEMA). With more than four decades of nationwide disaster management experience, IEM brings a proven, scalable, and fully compliant approach to supporting the Cornhusker State's disaster recovery and mitigation mission.

Since 1985, IEM has supported over 250 federally declared disasters, providing grants management, compliance, staffing surge support, and technical expertise across PA, IA, and HMA programs. Our recent and ongoing work with **Nebraska, South Dakota, Montana, Idaho, Colorado, Utah, and Delaware** demonstrates deep familiarity with the regional hazards, operational environments, and federal program requirements critical to successfully administering Stafford Act and NFIA programs.

Our team's approach is designed to reflect NEMA's priorities: rapid mobilization, proactive risk management, regulatory precision, and timely movement of projects from formulation through closeout. We understand the State's capabilities and the need to prepare additional capacity for future disasters. As described in our Technical Response, IEM provides **comprehensive PA Support, Robust IA Expertise, and Full-Lifecycle HMGP and HMA Services.**

Our work has repeatedly expanded in scope due to strong client performance, including multi-year engagements with Louisiana, Virginia, Florida, and Utah. We understand the importance of cost-effective, high-quality service delivery and stand ready to provide qualified personnel across all mandatory roles identified in the RFP. We are eager to ensure Nebraska remains "the Good Life" by supporting NEMA in strengthening resilience, maximizing federal reimbursement, and improving outcomes for subrecipients and survivors across the state.

Thank you for your consideration. We look forward to the opportunity to continue our partnership with the State of Nebraska under this contract.

Sincerely,

A handwritten signature in blue ink that reads "Keith Reynolds".

Keith Reynolds,
Director, Compliance and Contract Operations






NE DAS Cover Letter

Final Audit Report

2026-03-03

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**Attachment A
Bidder Questionnaire
RFP 124469 O5**

Bidder Name: IEM International, Inc.

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

CORPORATE OVERVIEW

1.1 **BIDDER IDENTIFICATION AND INFORMATION**
The bidder should provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business and whether the name and form of organization has changed since first organized.

Response:

Company Information	
Full Company Name	IEM International, Inc.
Address of Company's Headquarters	5420 Wade Park Blvd Ste 140 Raleigh, NC 27607-4188
Entity Organization	Corporation
State in which bidder is incorporated	Delaware
Year bidder first organized	1985

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1.2 **FINANCIAL STATEMENTS**
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.

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, should be submitted in such a manner that solicitation evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm should provide a banking reference.

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.

The State may elect to use a third party to conduct credit checks as part of the corporate overview evaluation.

Response:

IEM's most recent available audited financial statement is provided in **File 2 of 4** as evidence of the firm's stability and financial strength.

There are no judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of IEM.

1.3

CHANGE OF OWNERSHIP

If any change in ownership or control of the company is anticipated during the twelve (12) months following the solicitation response due date, the bidder should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded bidder(s) will require notification to the State.

Response:

No change of ownership or control is anticipated.

1.4

OFFICE LOCATION

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

Response:

IEM is headquartered in Raleigh, North Carolina. IEM employees are located across the nation.

1.5

RELATIONSHIPS WITH THE STATE

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

Response:

IEM has had the following State Contracts within the Last ten (10) years:

- 89712 O4 Hazard Mitigation Assistance (HMA) and Hazard Mitigation Update (HMP)
- 90757 O4 PA, IA, HMGP Assistance

IEM's Subcontractor ERS is a subcontractor on 90757 O4 PA, IA, HMGP Assistance.

IEM's Subcontractor Consor has not had any contracts with the State of Nebraska.

1.6

BIDDER'S EMPLOYEE RELATIONS TO STATE

If any Party named in the bidder's solicitation response is or was an employee of the State within the past twelve (12) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor to the bidder, as of the due date for solicitation response submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this solicitation. If no such relationship exists, so declare.

Response:

IEM is not aware of any such relationships within IEM or its subcontractors as described above.

CONTRACT PERFORMANCE

If the bidder or any proposed subcontractor has had a contract terminated for default during the past ten (10) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

1.7

It is mandatory that the bidder submit full details of all termination for default experienced during the past ten (10) years, including the other Party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's solicitation response accordingly. If no such termination for default has been experienced by the bidder in the past ten (10) years, so declare.

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

Response:

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SUMMARY OF BIDDER’S CORPORATE EXPERIENCE

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

The bidder should address the following:

1.8

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

Response:

IEM has extensive experience working directly with state and local agencies that offer services eligible for reimbursement under various grants. Focusing on our clients' recovery priorities, we continuously conduct research and monitor relevant federal and state funding opportunities and policy changes. This includes tracking Notices of Funding Availability (NOFAs), grant alerts, legislative updates, and agency guidance. In the rapidly evolving landscape of federal disaster recovery, this proactive approach is more critical than ever, as traditional assumptions about funding and resource management may no longer apply.

Our team has successfully collaborated with stakeholders at different levels, as illustrated in **Figure 1 below**.

Figure 1: IEM's Experience

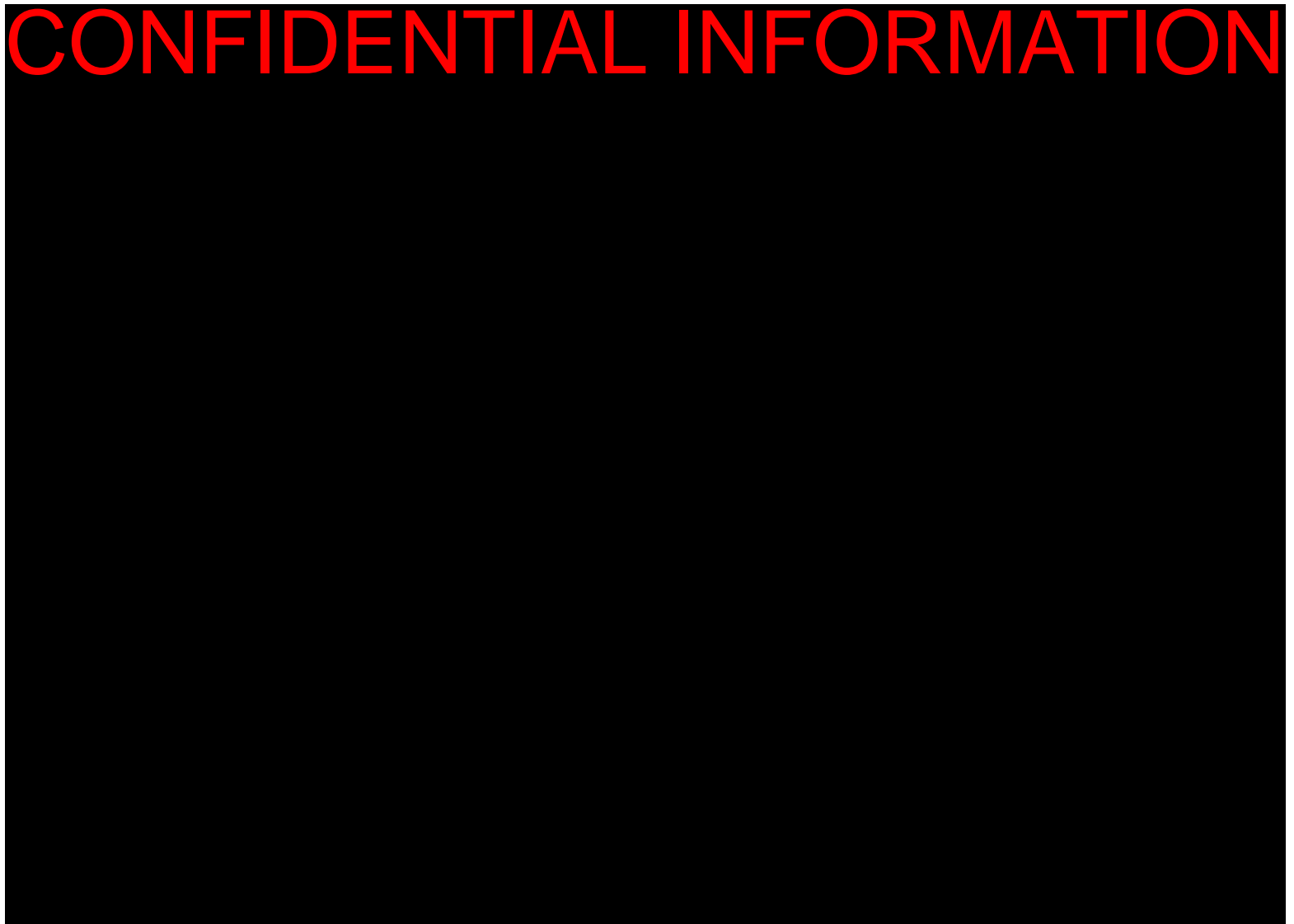
Drawing on decades of nationwide disaster recovery experience, IEM leverages lessons learned from hundreds of large-scale recovery efforts to deliver approaches that work and avoid those that do not — to ensure NEMA will benefit from our proven strategies and best practices. Fueled by passion, grounded in science, and driven by innovation, IEM’s experts are dedicated to strengthening communities at every stage of a disaster or emergency. Our experienced and capable team is dedicated to maximizing federal reimbursement, delivering outcomes that prioritize the needs of survivors and communities. Through integrated program design, delivery, and management, we have supported more than a thousand grant management projects, helping jurisdictions expedite the flow of critical funding while reducing administrative burdens and improving program performance.

Table 1 below provides an overview of projects IEM has recently supported, demonstrating our active experience with Disaster Preparedness, Response, Mitigation, and Recovery Consulting.

Table 1: Experience Matrix

Client and Project	Period of Performance	Entity Type	Disaster Preparedness	Response	Mitigation	Recovery

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Narrative Description of Similar Experience

Our work spans the full lifecycle of emergency management from preparedness to mitigation and is grounded in a deep understanding of FEMA policy, regulatory compliance, and operational execution. We have supported over 250 federally declared disasters, consistently delivering timely, compliant, and community-centered recovery outcomes. Some examples of our relevant past performance projects can be found below:

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2.3.1 Subcontractor Experience



Emergent Risk Solutions, LLC (“ERS”) Emergent Risk Solutions, LLC (ERS) is a leading provider of Program Management, Project Management, Grant Administration and Integrity Monitoring Services. They have unique capabilities in Emergency Management, Disaster Recovery and Community Resiliency services for DHS/FEMA Public Assistance (PA), Hazard Mitigation Grant Program, and

Individual Assistance (IA) programs and HUD CDBG-DR programs.

ERS provides consulting and advisory services firm specializing in Emergency Management and Disaster Recovery. Their team provides leadership and expertise in Program Design; Grant Management; Program Management; Policies & Procedures; Compliance & Monitoring; and Emergency Preparedness, Response, Recovery and Resiliency. Their team has led and participated in multiple large disaster recovery implementations, providing project set-up, program design, project management, grant administration, communication & outreach, case management, training and compliance & monitoring services.

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consor

Consor is a prominent water resources engineering firm with a team of professionals including licensed engineers and specialized project managers proficient in hydraulic and geotechnical engineering, structural design, and environmental services. Notable projects include experience in hydrologic

engineering and related water resources, incorporating engineering software and modeling, hydrographic survey, and water quality sampling, where Consor's innovative approaches have significantly mitigated environmental impacts. Their dedication to excellence and continuous improvement ensures that each project is executed with a focus on long-term sustainability and resilience. People choose Consor because they know they will get a better experience and be better for the experience—whether they're a client, a teammate, or a partner.

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If awarded, IEM agrees to provide the information requested in 1.9 for each intended subcontractor.

SUBCONTRACTORS

If the awarded bidder(s) intends to subcontract any part of its performance hereunder, the awarded bidder(s) should provide:

- x1.9**
- i. name, address, and telephone number of the subcontractor(s),
 - ii. specific tasks for each subcontractor(s),
 - iii. percentage of performance hours intended for each subcontract; and
 - iv. total percentage of subcontractor(s) performance hours.

No Response Required:

TECHNICAL RESPONSE

Describe bidder’s process for providing PA technical services.

The bidder should address the following:

- 2.1**
- i. Bidder’s process for reviewing projects for sub-recipients not yet obligated by FEMA
 - ii. Bidder’s process for reviewing projects for sub-recipient(s) after obligation to ensure eligible payments made to sub-recipient(s) and smooth closeout process
 - iii. Bidder’s process for working with sub-recipients to ensure needs of project are met (Please provide at least one narrative description of previous work with a sub-recipient)

Response:

Following a disaster, it is critical to initiate immediate response and recovery support to ensure all eligible expenses incurred during response efforts are accurately captured and documented. The IEM Team brings extensive experience supporting state and local governments through complex recovery operations, including coordination with FEMA, HUD, and other federal partners. Our team has successfully guided clients through short- and long-term recovery phases, helping them navigate funding programs, compliance requirements, and stakeholder engagement.

By implementing the services outlined in this section, the IEM Team will deliver strategic, scalable, and outcome-focused support tailored to the needs of affected areas and applicants. Our approach highlights early engagement, proactive coordination, and ongoing communication to streamline recovery efforts, maximize federal reimbursements, and build resilience. From initial damage assessments to long-term program closeout, IEM ensures that recovery initiatives are efficient, compliant, and aligned with Nebraska’s scope of work.

Process for Reviewing Projects for Sub-Recipients Not Yet Obligated by FEMA

The IEM Team applies a rigorous, front-loaded review process to ensure that all sub-recipient projects are fully compliant, properly documented, and ready for FEMA obligation. Our methodology is designed to reduce RFIs, accelerate obligation timelines, and establish a strong foundation for downstream grants management. Leveraging decades of national PA experience including extensive work advancing complex portfolios through FEMA’s Consolidated Resource Centers (CRCs). IEM will support sub-recipients and State partners by undertaking the following key actions:

- **Conducting Preliminary Eligibility and Compliance Assessments:** The IEM Team will evaluate facility eligibility, incident period alignment, applicant eligibility, and statutory and regulatory requirements under the Stafford Act and PAPPG. This includes early review of potential insurance considerations, potential duplication of benefits, and identification of EHP triggers and permitting requirements.
- **Supporting Comprehensive Documentation Collection and Validation:** IEM will work with sub-recipients to gather damage descriptions, timelines, photos, cost estimates, labor documentation, procurement files, and any associated

records necessary to support eligibility. Our Team will review all materials for accuracy, internal consistency, and compliance with FEMA policy, identifying deficiencies and preparing corrective recommendations.

- **Collaboratively Developing Damage, Dimension and Descriptions (DDD):** IEM will collaborate with the State and sub-recipients to craft technically sound DDDs that provide sufficient detail for FEMA PDMGs and CRC staff to validate the scope of damages. This approach has consistently accelerated the formulation and obligation of high-complexity projects.
- **Coordinating with FEMA PDMGs and the CRC:** Using our long-standing experience with FEMA’s project formulation processes, IEM will engage with PDMGs early to resolve issues proactively, ensuring DDDs, scopes of work, and cost estimates meet the standards required for streamlined movement through the CRC.

This structured pre-obligation model mitigates the risk of delays, strengthens project defensibility, and supports the State and subrecipients in advancing compliant, obligation ready projects-obligation model mitigates the risk of delays, strengthens project defensibility, and supports the State and sub-recipients in advancing compliant, obligation-ready projects

Process for Reviewing Projects for Sub-recipients After Obligation

Once FEMA obligates a project, the IEM Team transitions to a robust post-obligation monitoring, documentation, and compliance framework to ensure eligible reimbursements, maintain regulatory adherence, and prepare for timely closeout. Our process is built on audit-proof procedures, continuous coordination, and proactive risk mitigation:

- **Initiating Post-Obligation Onboarding and Compliance Orientation:** IEM will meet with each sub-recipient to review FEMA’s obligated scope of work, eligible costs, timelines, and documentation requirements. We will establish project files, reporting protocols, and cost-tracking procedures aligned to 2 CFR 200, PAPPG, and State expectations.
- **Monitoring Work Progress, Cost and Compliance:** The IEM Team will review procurement documentation, contracts, purchase orders, change orders, labor and equipment logs, and vendor invoices to ensure expenditure remains eligible and aligned with the obligated scope. Our financial analysts and cost estimators will conduct ongoing reasonableness and consistency evaluations to mitigate de-obligation risk
- **Providing Technical Assistance for Versioning, Amendments and Change Management:** When deviations arise, IEM will support scope changes, cost adjustments, time extension requests, and version development, ensuring documentation is complete and advanced to FEMA at the proper juncture.
- **Processing Reimbursement using Audit Ready Procedures:** The IEM Team will assist with preparing, reviewing, and submitting Requests for Reimbursement (RFRs). We will validate expenditures, identify and resolve discrepancies, and ensure that all required support is maintained to withstand FEMA, State, or federal audit review.
- **Preparing Projects for Closeout and Final Review:** Prior to closeout, IEM will conduct a comprehensive reconciliation of expenditures, documentation, insurance proceeds, EHP conditions, and compliance requirements. Our Team will prepare sub-recipients for final inspections, assist in responding to FEMA or State inquiries, and ensure all materials are properly archived for audit readiness.

Through these targeted actions, IEM ensures that sub-recipients receive timely reimbursements, maintain eligibility throughout the performance period, and achieve an efficient, compliant closeout, as shown in **Figure 2 below**.

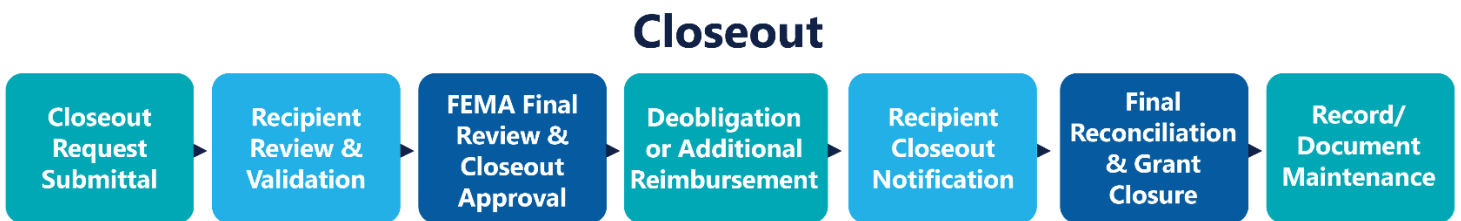


Figure 2: Closeout Process

Process for Working with Sub-Recipients

The IEM Team works collaboratively with sub-recipients from project conception through closeout to ensure that operational, financial, and compliance needs are met at every stage of the PA lifecycle. Our support model emphasizes transparency, technical guidance, responsiveness, and capacity building, reflecting the same high-touch approach we have successfully implemented nationwide.

- **Providing Dedicated Project Management and Technical Expertise:** IEM assigns experienced PA professionals including Program Managers, PDMG experienced staff, Cost Estimators, Engineers, Financial Analysts, and EHP specialists to guide sub-recipients through FEMA's processes. Our Team ensures that sub-recipients understand requirements, meet deadlines, and maintain compliance from formulation through closeout.
- **Offering Hands On Grants Portal and Documentation Support:** IEM assists sub-recipients with uploading documentation, developing scopes of work, preparing cost summaries, responding to RFIs, and navigating project workflows within FEMA Grants Portal. Our team will also help refine internal documentation practices, improving readiness for reimbursement and audit activities.
- **Ensuring Continuous Coordination and Issue Resolution:** IEM maintains regular communication with sub-recipients, the State, and FEMA. We identify risks early, develop mitigation strategies, and engage directly with FEMA PDMGs and CRC analysts to resolve questions and move projects forward efficiently

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

Response:

The IEM Team brings decades of national and state Individual Assistance (IA) expertise to the State of Nebraska. As a collaborator, IEM will work alongside NEMA to help execute the state functions in the event of a Presidentially declared individual assistance disaster. We recognize that articulating the case for federal IA major disaster declarations is complex and nuanced as compared to PA. Our team of subject matter experts are well versed in the IA declaration process, appeals, and add-ons, operations, unmet needs, and closeout.

IA Declaration Support & Program Launch: IEM supports the State of Nebraska throughout the IA declaration process by conducting IA Preliminary Damage Assessments (IAPDAs), analyzing the six IA declaration factors, and preparing complete justification packages, including the IHP Cost-to-Capacity Ratio. Once a declaration is approved, IEM assists with program initiation, including IHP setup, Disaster Recovery Centers (DRCs), and coordination with Disaster Survivor Assistance (DSA) Teams, Voluntary Agency Liaisons (VALs), and local recovery partners.

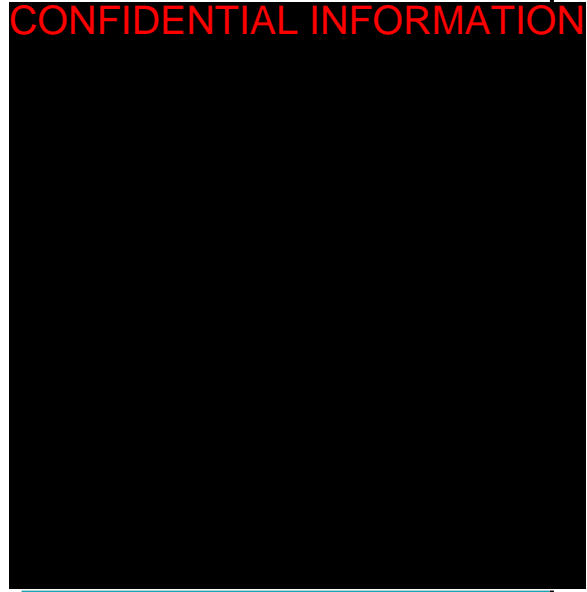
IA Programmatic Requests & Federal Grant Support: IEM evaluates survivor needs and prepares targeted IA program requests such as Clean and Sanitize Assistance, Registration Extensions, Rental Assistance Rate Increases, Non-Congregate Sheltering, and Direct Temporary Housing options (TTHUs, Direct Lease, MFLR). We also support the development and management of IA-related grant programs, including the Crisis Counseling Program (CCP) and Disaster Case Management Program (DCMP).

Disaster Specific Solutions & Policy Waivers: Each disaster requires customized strategies. IEM collaborates with the State of Nebraska to identify survivor needs, coordinate with FEMA IA leadership, and design targeted programmatic solutions. With team members who contributed to FEMA’s IA Program and Policy Guide, IEM is uniquely positioned to craft policy waiver requests that better serve survivors and address State-specific needs.

State Level Support & Survivor Sensitivity: Beyond FEMA programs, IEM assists the State of Nebraska with state-run sheltering, housing, and repair programs, providing scalable solutions for both federally supported and state-managed disasters. A core element of IEM’s IA approach is survivor sensitivity ensuring cultural awareness, trauma informed engagement throughout the recovery process.

Program Transitions and Closeout: As FEMA periods of performance end, IEM supports the State of Nebraska in transitioning survivors to long-term recovery resources, including DCMP and local unmet needs committees. IEM then manages program closeout with meticulous attention to documentation, compliance, and financial accuracy.

Technology Enabled Support: To organize survivor support and unmet needs tracking, the IEM Team will utilize Visionlink technology to enhance coordination and situational awareness across the IA lifecycle. IEM is partnering with Visionlink to provide a software platform for disaster recovery program services, specific to IA that offers communication tools such as text and email integrations, status reports to clients, digital signatures for informed consent, and dynamic reports and analytics proven across more than 300 declared disasters. The platform also offers multi-agency coordinated care, and directories of community services to which clients and households may be referred for additional services. The **Figure 3 below** depicts a survivor’s making their way through the disaster housing and recovery process.



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Describe bidder's process for providing HMGP technical services.

The bidder should address the following:

2.3

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

Response:

IEM has a proven track record of [over 23 years in successfully delivering Hazard Mitigation Planning consulting services](#), including developing plans in accordance with the new FEMA mitigation planning guidance. Additionally, we are well-versed in grant development and have managed over \$10.5 billion in Hazard Mitigation Grant Program (HMGP) funds. [Our teams have served as long-term mitigation partners to states such as Florida, Louisiana, North Carolina, Texas, Virginia, Georgia, New York, and Alabama, as well as Puerto Rico](#), providing sub-application development, project lifecycle management, technical review, post-award support, closeout, and compliance oversight. IEM's broad experience demonstrates our ability to meet Nebraska's requirements at scale, sustain surge operations after major disasters, and apply proven best practices that accelerate project delivery and improve program performance. We prioritize local stakeholder engagement in our assessments, ensuring that the solutions we develop reflect the community's needs and values. **Figure 4 below** illustrates the geographic scope of IEM's mitigation and disaster management experience nationwide.

Figure 4: Mitigation and Disaster Management Experience

IEM provides technical expertise across all phases of hazard mitigation project development, review, and lifecycle support. Our team of technical experts can assist NEMA with HMGP, offering coordinated financial, programmatic, technical, and compliance support. This includes direct support for developing, shaping, and strengthening mitigation projects from initial concept through final application.

How IEM Performs General Tasks Related to Technical Assistance

Support the review and development of project applications for the Hazard Mitigation Grant Program (HMGP): IEM coordinates with internal and external partners to ensure that mitigation strategies are aligned with the specific impacts of the disaster event. The team assists with identifying, scoping, and developing mitigation projects that address those impacts. IEM

reviews all documentation for eligibility, completeness, technical feasibility, and regulatory compliance. Additionally, the team provides recommendations and refines written components to strengthen project packages before they are submitted.

Provide project lifecycle financial and programmatic consultation: IEM reviews financial documentation, budgets, and cost reasonableness to ensure compliance with federal requirements. The team supports the tracking of programmatic and financial performance throughout all stages of the project lifecycle. IEM also assists with administrative and documentation needs to ensure ongoing compliance.

Support post-incident mitigation activities for declared disasters: IEM assists in the rapid identification, early scoping, and development of mitigation opportunities following a disaster event. The team coordinates with internal and external partners to align mitigation strategies with event impacts and to ensure projects are positioned for eligibility and competitiveness.

Coordinate hazard mitigation funding initiatives: IEM supports the integration of all available funding streams and initiatives that may be activated because of disaster impacts. The team provides planning, scoping, and readiness support through pre-application technical assistance, including mitigation planning support, concept-level project scoping, eligibility screening, and capacity-building activities needed for timely application development.

Assist in responding to audit findings, monitoring, or inquiries: IEM conducts research, reviews documentation, and reconciles records to address audit findings or monitoring inquiries. The team provides draft responses, supporting materials, and corrective action recommendations to resolve identified issues.

Provide application development and support for declared disasters: IEM assists with preparing scopes of work, budgets, narratives, and supporting documentation needed to submit complete and competitive project applications. The team coordinates with sub-applicants and internal teams to strengthen each application package.

Address data consistency needs for project categories: IEM reviews and reconciles data across systems, applications, and documentation sets to ensure consistency. The team identifies and resolves data discrepancies to support timely review and approval of project materials.

Provide expertise in SOW development, Benefit Cost Analysis (BCA), and environmental and historic preservation (EHP) compliance: IEM assists in developing scopes of work, refining project approaches, and ensuring project eligibility. The team supports the creation and validation of BCA documentation, as well as environmental and historic preservation considerations and feasibility requirements. When necessary, IEM performs detailed loss-avoidance studies by collecting required data, conducting analyses, and preparing supporting documentation aligned with FEMA-approved methodologies, assumptions, and best practices. The team also assists with reviewing and developing BCA reports and technical documentation and provides research, data development, and refinement support as needed.

Provide regulatory compliance and quality control support: IEM conducts compliance-focused reviews and quality control checks for Requests for Information (RFIs), scope of work amendments, and revised application materials. The team ensures all materials align with FEMA and State guidance and maintains consistency across application components. IEM helps reduce the risk of clarification requests or delays during agency review. The team supports timely responses, resubmissions, and the continued progression of applications. IEM also ensures adherence to all submission deadlines, formatting standards, and reporting obligations set by FEMA and provides all draft and final deliverables to the State for review and approval before submission.

Support other mitigation disaster activities as assigned: IEM assists with developing, reviewing, and processing contracts and payment packages. The team helps ensure that all materials are accurate, complete, and compliant with programmatic and fiscal requirements. IEM performs tasks as requested by Unit leadership and provides technical expertise or surge support during periods of high workload.

Our team is committed to enhancing the resilience of Nebraska. We will listen to the needs of the State and its local communities and analyze those needs within the context of risk, return on investment, and the State's priorities. IEM will provide the technical support necessary to develop HMGP project applications and, once funded, we will ensure successful project implementation

and timely project and grant closeout. Our goal is to provide comprehensive support throughout the lifecycle of the grant, shown in Figure 5 below.

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Process to Review Applications for Eligibility and Completeness

IEM brings a proven, scalable process for managing high-volume Hazard Mitigation Assistance (HMA) sub-applications, shaped by our experience supporting state-level mitigation programs such as Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP). In Louisiana, IEM processed and reviewed hundreds of HMGP, Building Resilient Infrastructure and Communities (BRIC), and Flood Mitigation Assistance (FMA) sub-applications across 16 open disasters, conducting completeness checks, coordinating RFIs, organizing documentation packages, and tracking each application through final submission to FEMA. This experience directly informs us of the efficient, structured methods we will apply in Nebraska, including:

Process sub-applications for completeness and ensure submission requirements are met: IEM will use standardized completeness checklists to verify that all required forms, signatures, and attachments are included in each sub-application. The team will confirm alignment with program eligibility requirements and all supporting documentation expectations before advancing any application to review. IEM will also identify deficiencies early in the process to prevent downstream rework and ensure that applications move efficiently into technical review.

Prepare folders and files for project documentation and review: IEM will create organized electronic folders using Unit-approved naming conventions and will maintain all documents in a centralized and secure repository. This approach ensures consistent access to information, supports efficient coordination, and maintains audit-ready documentation throughout each application's lifecycle.

Conduct Requests for Information (RFIs): IEM will draft clear and detailed RFIs that specify any missing or insufficient information within an application package. The team will track all outstanding RFIs, follow up with sub-applicants as needed, and document all communications within required systems. IEM will ensure that all RFIs are fully resolved before advancing any application to technical review.

Coordinate with sub-applicants and NEMA State Mitigation Unit: IEM will facilitate the exchange of documentation between sub-applicants and the NEMA State Mitigation Unit and will verify that all required materials are submitted. These materials may include:

- Original signed application
- All relative SF-424 forms
- Review the Local Hazard Mitigation Plan (LHMP)
- Scope of Work/Project-type
- Budget workbook and supporting budget narrative and cost estimates with supporting documentation

- Subrecipient Management Cost (SRMC) documentation
- Pre-award request documentation, as applicable.
- Conceptual Design, Design documents, plans, maps, and other required attachments, including the Benefit-Cost Analysis (BCA) using the latest FEMA Toolkit BCA document
- Deliver well-organized documentation packages to technical reviewers to support efficient and accurate review.

Track sub-applications and review progress: IEM will maintain real-time tracking logs capturing intake, completeness checks, RFIs, review milestones, and submittal status. The team will provide regular updates to the Bureau and ensure leadership visibility through structured reporting tools or dashboards. IEM will also monitor all related timelines and proactively resolve issues to ensure applications continue progressing toward submission without delay.

Process for Reviewing Projects for Sub-Recipients After Obligation

IEM applies a structured and disciplined post-award project management process that supports subrecipients from grant execution through closeout. Our methods emphasize compliance, accurate documentation, and the timely movement of projects through each programmatic and financial milestone. This approach has been successfully implemented in support of other state programs, such as Virginia Department of Emergency Management (VDEM), where IEM has managed post-award activities across multiple HMGP and FMA cycles. Our work improved Quarterly Progress Report (QPR) timeliness, reduced reimbursement backlogs, strengthened procurement compliance and ensured audit-ready closeout packages.

In Virginia, IEM’s consistent, repeatable processes improved reporting timeliness, reduced reimbursement backlogs, and strengthened subrecipient compliance.

IEM will bring this experience to Nebraska and complete the tasks related to Reviewing Projects for Sub-Recipients After Obligation.

Ensure timely processing of sub-grant agreement execution: IEM will verify the completeness of all agreement packages to ensure that each submission contains the required elements for proper execution. IEM will coordinate signature routing with subrecipients by facilitating the movement of documents through the appropriate review and approval channels. IEM will track execution status throughout the process and will address any delays as needed to maintain compliance with program timelines.

Ensure QPR timelines are met; complete Programmatic Review and submit QPRs: IEM will maintain a QPR schedule for all open projects to ensure timely and orderly reporting. IEM will review all QPR submissions for accuracy, documentation quality, and eligibility in accordance with program requirements. IEM will submit finalized QPRs through the required system to ensure federal and state reporting obligations are met.

Verify percentage of project completion: IEM will validate progress against the approved scope of work, expenditures, and documented deliverables to confirm accurate project advancement. IEM will coordinate with technical reviewers to validate physical progress and ensure alignment between reported and observed project status.

Ensure timely processing of Time Extension requests: IEM will review the justification and eligibility of each Time Extension request to confirm compliance with established criteria. IEM will ensure that each request meets FEMA and State requirements before advancement. IEM will track and document the approval process to maintain a complete record of decision-making activities.

Ensure timely review and validation of Requests for Reimbursement (RFRs): IEM will review all invoices and supporting documentation associated with each RFR to confirm submission completeness. IEM will ensure that all costs are allowable, reasonable, and allocable in accordance with 2 CFR 200.403–405. IEM will validate alignment between expenditures and project progress to ensure the accuracy and integrity of reimbursement requests.

Advance RFRs and ensure timely processing of payments: IEM will forward validated RFRs for fiscal processing once all documentation and cost eligibility checks are complete. IEM will track payment status and will coordinate any necessary follow-up with the Nebraska State Treasurer's Office to ensure timely disbursement of funds.

Ensure timely review and processing of project deliverables: IEM will review all deliverables for completeness, accuracy, and alignment with the approved scope to confirm they meet programmatic requirements. IEM will track deliverables through completion and will coordinate resolution of any identified deficiencies to maintain compliance.

Ensure timely submission of Project Closeouts: IEM will prepare and validate all closeout documentation to support accurate and compliant project closure. IEM will verify that all performance, financial, and compliance requirements have been satisfied before submission. IEM will submit complete closeout packages to NEMA and FEMA as required.

Evaluate claimed expenses for eligibility (Allowable, Reasonable, Allocable): IEM will review all financial documentation for compliance with 2 CFR 200 standards to determine cost eligibility. IEM will document any findings and will work with subrecipients to resolve issues and ensure proper financial stewardship.

Verify subrecipient compliance with laws and regulations: IEM will review procurement records—including methods, solicitations, bid tabs, and cost analyses—to verify compliance with federal and state procurement rules. IEM will validate that project activities align with the approved scope and all mandatory contract provisions. IEM will confirm that permit documentation and regulatory requirements have been met to ensure full compliance.

Provide support to subrecipients as needed: IEM will answer procedural, financial, and technical questions to assist subrecipients in meeting program requirements. IEM will provide corrective guidance to help subrecipients avoid future compliance issues and strengthen ongoing project performance.

Track and monitor project progress: IEM will maintain detailed project logs and track milestones to ensure accurate monitoring of project status. IEM will identify delays early in the project lifecycle and will coordinate corrective actions to maintain timely progress.

Respond to inquiries from State Mitigation Unit and Agency leadership: IEM will provide timely data, status updates, and analysis to support oversight and informed decision-making by State Mitigation Unit and Agency leadership. IEM will prepare summaries, briefings, or rapid-turn responses as needed to address emerging issues or information requests.

Ensure timely processing of sub-grant agreement execution: IEM will verify the completeness of all agreement packages to ensure each submission includes the required elements for execution. IEM will coordinate signature routing with subrecipients by managing the movement of documents through the appropriate approval channels. IEM will track execution status throughout the process and will address delays as needed to maintain efficient and compliant workflow.

Ensure QPR timelines are met; complete Programmatic Review and submit QPRs: IEM will maintain a QPR schedule for all open projects to support timely reporting and program transparency. IEM will review each QPR submission for accuracy, documentation completeness, and eligibility in alignment with program requirements. IEM will submit finalized QPRs through the required system to meet federal and state reporting expectations.

Verify percentage of project completion: IEM will validate project progress against the approved scope of work, expenditures, and documented deliverables to ensure accurate performance tracking. IEM will coordinate with technical reviewers to verify physical progress and confirm that reported milestones align with actual project conditions.

Ensure timely processing of Time Extension requests: IEM will review the justification and eligibility of each Time Extension request to confirm compliance with FEMA and State requirements. IEM will verify that all requests meet the necessary criteria and will track and document the full approval process to support transparency and accountability.

Ensure timely review and validation of Requests for Reimbursement (RFRs): IEM will review invoices and all supporting documentation to confirm completeness and accuracy. IEM will ensure that all claimed costs are allowable, reasonable, and allocable under 2 CFR 200.403–405. IEM will validate that expenditures align with actual project progress to ensure financial integrity.

Advance RFRs and ensure timely processing of payments: IEM will forward validated RFRs for fiscal processing once all documentation and eligibility checks are complete. IEM will track payment status and will coordinate follow-up with the Nebraska State Treasurer’s Office to support timely disbursement of funds to subrecipients.

Ensure timely review and processing of project deliverables: IEM will review project deliverables for completeness, accuracy, and compliance with the approved scope of work. IEM will track deliverables throughout the project lifecycle and will coordinate the resolution of any identified deficiencies to ensure timely completion.

Ensure timely submission of Project Closeouts: IEM will prepare and validate closeout documentation to ensure accuracy and compliance with program requirements. IEM will verify that all performance, financial, and regulatory obligations have been fully met. IEM will submit complete closeout packages to NEMA and FEMA in accordance with required procedures.

Evaluate claimed expenses for eligibility (Allowable, Reasonable, Allocable): IEM will review all financial documentation to confirm compliance with 2 CFR 200 standards governing allowable, reasonable, and allocable costs. IEM will document any findings and will work collaboratively with subrecipients to resolve issues and ensure accurate financial reporting.

Verify subrecipient compliance with laws and regulations: IEM will review procurement records—including procurement methods, solicitations, bid tabulations, and cost analyses—to verify compliance with federal and state regulatory requirements. IEM will validate that all project activities align with the approved scope and mandatory contract provisions. IEM will confirm that permit documentation and other regulatory requirements are satisfied.

Provide support to subrecipients as needed: IEM will respond to procedural, financial, and technical questions from subrecipients to support program compliance and successful project execution. IEM will provide corrective guidance when needed to help prevent future compliance issues and strengthen overall program performance.

Track and monitor project progress: IEM will maintain detailed project logs and milestone tracking to monitor ongoing project status. IEM will identify delays early and will coordinate corrective actions to ensure that projects continue progressing in a timely and compliant manner.

Respond to inquiries from State Mitigation Unit and Agency leadership: IEM will provide timely data, status updates, and analytical insights to support oversight and informed decision-making by State Mitigation Unit and Agency leadership. IEM will prepare summaries, briefings, or rapid-turn responses as needed to address emerging questions or reporting needs.

Review of the Applicant Sub-Grant Agreement Packet

IEM uses a precise process to review sub-grant agreement packets and ensure they are complete, accurate, and compliant before execution. Our approach is grounded in extensive experience supporting state hazard mitigation programs, including our work with Puerto Rico’s Central Office for Recovery, Reconstruction, and Resiliency (COR3), where IEM conducted detailed grant documentation reviews for FEMA PA and HMGP projects. In Puerto Rico, IEM validated contract packages, procurement documentation, certifications, and supporting materials, applying rigorous checklists to ensure compliance with both federal requirements and local policy. This experience informs our ability to efficiently review, validate, and advance sub-grant agreement packets for NEMA in the following tasks:

Review sub-grant agreement packets for completeness and accuracy:

IEM will use standardized checklists to verify that all required forms, signatures, and supporting documentation are included. IEM will ensure that all materials align with the approved project scope, budget, and eligibility requirements, confirming that every required element is present as defined in the RFQ.

Confirm all required elements as defined in the RFQ: IEM will confirm all required elements described in **Figure 6 below**.

CONFIDENTIAL INFORMATION

Coordinate with subrecipients to resolve deficiencies:

IEM will issue clear RFIs that identify any missing or incorrect elements within the sub-grant agreement packet. IEM will track outstanding items and will provide continuous guidance to subrecipients until the packet is fully complete. IEM will document all communication to maintain audit readiness and ensure the transparency of the resolution process.

Maintain organized documentation:

IEM will store all sub-grant agreement packets in Unit-approved systems using standardized naming conventions to ensure consistency and traceability. IEM will track the status, deficiencies, completion, and execution dates for each packet in structured project logs. IEM will ensure that all documentation supports transparent review processes and enables easy retrieval throughout the lifecycle of the agreement.

Review and Approve Request for Reimbursements (RFR) and Payments

IEM uses a standardized workflow to review, validate, and advance Requests for Reimbursement (RFRs) and payment packages. Our approach emphasizes accuracy, compliance, and timely processing, reducing reimbursement backlogs and improving subrecipient cash flow. IEM demonstrated our ability to implement this process by supporting the Georgia Emergency Management and Homeland Security Agency (GEMA/HS), during which IEM reviewed, validated, and advanced hundreds of HMGP and PA reimbursement requests following multiple disaster declarations. In Georgia, IEM developed reimbursement tools, provided subrecipient guidance, ensured compliance with State and federal requirements, and improved processing timelines through structured review and coordinated communication with fiscal units. This experience directly informs our ability to execute RFR and payment tasks for NEMA.

Develop the RFR Workbook: IEM will create a clear, user-friendly workbook that aligns with NEMA and FEMA requirements, ensuring the tool is intuitive and compliant with program standards. IEM will include standardized fields for eligible costs, documentation references, and expenditure categories so that all required data inputs are captured consistently. IEM will ensure that the workbook supports uniform data entry and reduces the need for re-work by eliminating ambiguity and minimizing opportunities for inconsistent submissions.

Provide RFR workbook and procedural guidance to subrecipients: IEM will distribute the workbook accompanied by written instructions and step-by-step guidance to help subrecipients understand how to complete required fields accurately. IEM will offer technical assistance to ensure subrecipients fully understand documentation expectations and are able to provide complete and compliant reimbursement packages. IEM will also provide examples of acceptable records, such as invoices, proofs of payment, timesheets, and procurement files, to ensure clarity regarding what constitutes appropriate supporting documentation.

Review and approve documentation, complete Project Manager (PM) requirements, and submit to the subrecipient for signature:

IEM will validate the accuracy and completeness of all cost documentation submitted with each reimbursement request. IEM will confirm that each RFR aligns with the approved budget, the scope of work, and demonstrated project progress. Once validation is complete, IEM will finalize all required PM sections and forward the reimbursement package to the subrecipient for signature and certification.

Compile payment package per PM review and NEMA checklist: IEM will assemble all required components of the payment package, including invoices, supporting documentation, PM validation, and subrecipient certification, ensuring each element is complete and properly formatted. IEM will confirm that the payment package meets all checklist requirements before it proceeds to fiscal review. IEM will name and organize files according to Unit standards to support traceability and audit readiness.

Submit payment package to Nebraska State Treasurer's Office for processing: IEM will deliver the complete, validated payment package to the Nebraska State Treasurer's Office through the designated system for processing. IEM will track payment processing and will address any follow-up questions received from the fiscal team. IEM will update project logs accordingly and will keep subrecipients informed of the status of their payments to ensure transparency throughout the reimbursement process.

Review of Final Inspection Report

IEM applies a documentation-driven approach to reviewing Final Inspection Reports (FIRs) and advancing projects toward closeout. IEM's support to the North Carolina Emergency Management (NCEM) mitigation and recovery programs demonstrates our ability to conduct large-scale inspection reviews and closeout evaluations for hundreds of HMGP and CDBG-DR projects following Hurricane Matthew and Hurricane Florence. In North Carolina, IEM reviewed closeout requests, validated inspection documentation, tracked project progress, and ensured compliance with FEMA and State requirements, experience that directly supports efficient and accurate FIR processing for NEMA, including the following tasks:

Review Subrecipient Closeout Request: IEM will verify that the subrecipient's closeout request package is complete and includes all required documentation. IEM will confirm alignment between the reported project completion, the approved scope of work (SOW), and all delivered outputs. IEM will identify any missing items or discrepancies within the package and will request clarifications as needed to ensure the closeout submission is accurate, complete, and ready for further review.

Track and Monitor Closeout Progress: IEM will maintain a tracking log documenting closeout status, outstanding documentation, and any pending actions that require follow-up. IEM will monitor timelines to ensure that closeout packages continue progressing without unnecessary delay. IEM will provide updates to the Unit, escalating issues that could affect timely completion and ensuring that all parties maintain visibility into closeout progress.

Review Final Inspection Report (FIR) for Accuracy and Completeness: IEM will validate that the Final Inspection Report accurately reflects the completed work and includes all required inspection details. IEM will confirm that supporting photos, site documentation, and technical validations are included and consistent with the approved scope of work. IEM will ensure that the FIR fully supports eligibility for final reimbursement and project closeout. When discrepancies arise, IEM will document them and coordinate with subrecipients or technical reviewers to achieve resolution.

Subrecipient Responsibility Review (Audit Readiness Support): IEM will provide guidance and reminders to subrecipients on how to organize, maintain, and retain all required project documentation for audit and compliance purposes. IEM will confirm that subrecipients understand their documentation responsibilities under HMGP, including maintaining procurement records, financial support materials, permits, and evidence of performance. IEM will maintain documentation of all subrecipient coordination activities, file-readiness checks, and compliance-related communications within the project file to support full audit readiness.

Submission of Final Inspection Report

IEM follows an audit-ready process for submitting Final Inspection Reports (FIRs) and maintaining complete sub-grant agreement files throughout the project lifecycle. IEM's extensive experience with inspections and reports is demonstrated by our current work with GOHSEP, where we supported the closeout of more than 400 HMGP projects across multiple disasters. In that engagement, IEM compiled and submitted FIRs, reconciled documentation gaps, assembled closeout packages, maintained

complete agreement files, processed time extensions, and ensured all packets met FEMA standards. Through that experience, IEM demonstrated efficient documentation controls, standardized file structures, and submission processes that directly translate to accurate and timely FIR submissions for this contract, including the following tasks:

Submit Final Inspection Report (FIR) to State Mitigation Unit: IEM will verify that the Final Inspection Report is complete, accurate, and fully aligned with the approved scope of work. IEM will ensure that all inspection documentation, supporting photos, technical validations, and required reports are included in the submission package. IEM will submit the complete FIR package to the State Mitigation Unit in accordance with established Unit protocols. IEM will also track the submission status and will respond promptly to any fiscal inquiries or follow-up requests to ensure continued forward progression toward project closeout.

Maintain organized, audit-ready files containing: IEM will maintain files that adhere to Figure 7 below.



Figure 7: Audit-Ready Files Checklist

Ensure documentation integrity and consistency: IEM will follow standardized folder structures and naming conventions across all projects to maintain consistency and ensure efficient document management. IEM will maintain logs that track documentation completeness, outstanding items, and closeout status, supporting transparent oversight throughout the project lifecycle. IEM will ensure that all files remain accessible for Unit review, program monitoring, and audit purposes, enabling full traceability and compliance across all required documentation.

Process for Working with Sub-Recipients

IEM's state program experience includes working with the Louisiana Governor's Office of Homeland Security and Emergency Preparedness (GOHSEP) by strengthening statewide Hazard Mitigation Assistance program delivery across multiple disaster cycles, helping the State manage a diverse portfolio of HMGP, BRIC, and FMA projects. Our team improved GOHSEP's application development, documentation quality, and review processes while supporting hundreds of mitigation projects totaling more than \$2 billion in investment. IEM developed consistent workflows, enhanced project tracking, coordinated technical and environmental inputs, and provided targeted assistance that reduced documentation deficiencies and improved FEMA acceptance rates. Through this work, IEM helped GOHSEP move mitigation projects more efficiently from sub-application through closeout, demonstrating our ability to support a high-volume, state-level mitigation program and strengthen overall program performance. IEM will provide FDEM with the same excellent support for their HMA programs, including the following tasks:

Track projects throughout the lifecycle with supporting documentation available as needed: IEM will maintain real-time tracking of each project's application, award, implementation, reimbursement, inspection, and closeout stages to ensure full visibility across the project lifecycle. IEM will crosswalk project tracking with documentation maintained in SharePoint, State systems, and Mitigation.org to ensure alignment and data consistency across all platforms. IEM will also ensure that all documentation remains current, complete, and audit-ready so that the State has continuous access to accurate and compliant records.

Monitor projects and grants for overall program health and compliance with regulations: IEM will track key indicators such as reimbursement velocity, extension needs, subrecipient responsiveness, and documentation quality to assess project and grant performance. IEM will monitor compliance with 2 CFR 200, Stafford Act requirements, and applicable hazard mitigation program

policies to ensure all activities remain aligned with federal and State regulations. IEM will identify performance risks early in the process and will coordinate corrective actions to prevent delays or compliance issues.

Elevate recurring issues to Mitigation leadership: IEM will identify patterns such as repeated subrecipient documentation gaps, procurement issues, or systemic delays that could impact program delivery. IEM will prepare concise briefing notes outlining recommended solutions or process improvements to address any persistent or emerging issues. IEM will escalate concerns through established reporting channels to Bureau leadership to ensure timely visibility and decision-making.

Provide reports as requested: IEM will produce program-level and project-level reports that detail status updates, risks, bottlenecks, and completed milestones to support informed oversight. IEM will generate dashboard reporting to improve visibility for leadership and enhance awareness of project and program conditions. IEM will also prepare ad-hoc reports as needed for audits, leadership briefings, and coordination meetings.

Notify NEMA programmatic staff of project assignment changes: IEM will maintain an updated record of staff assignments and workload distribution to ensure clarity and accountability. IEM will communicate assignment changes promptly to NEMA programmatic staff to support continuity of operations and seamless execution of project responsibilities. IEM will update internal trackers, logs, and project management tools to reflect reassigned responsibilities and ensure accurate recordkeeping.

Maintaining Project Logs

IEM uses a structured, compliance-focused system to maintain project logs that meet the requirements of 44 CFR 206.438 and to provide the Unit with real-time visibility into the status of all mitigation projects. IEM will perform the following tasks related to maintaining project logs:

Maintain project logs with all required data elements: IEM will maintain logs that adhere to **Figure 8** below.



Figure 8: Project Logs Checklist

Track and update logs continuously: IEM will monitor review stages, reimbursement requests (RFRs), time extensions, deliverables, and closeout movement to ensure full visibility into ongoing project activity. IEM will flag aging tasks and will coordinate follow-up actions to prevent delays and keep projects advancing on schedule. IEM will maintain accuracy across all entries by cross-checking logs against subrecipient files, Quarterly Progress Reports (QPRs), and agency systems to ensure data integrity throughout the lifecycle of each project.

Maintain all documentation in Unit-approved systems: IEM will store all documentation in Unit-approved systems such as SharePoint, State systems, or Mitigation.org, as required, and will use standardized folder structures and naming conventions to ensure consistency and efficient navigation. IEM will cross-reference all project log entries with supporting documents to maintain full audit readiness and complete traceability. IEM will also ensure that logs and all supporting files remain accessible to Unit leadership for ongoing monitoring, reporting, and oversight.

HOURLY RATES

Bidders should provide not-to-exceed hourly rates that will be used for Task Orders as they are issued. There is no guarantee on the number of hours that will be used.

The hourly rates provided below will not be a scored item for the evaluation of this solicitation, but all responses will be reviewed for cost realism and reasonableness.

The roles listed below are mandatory roles that the bidder must be able to provide the State (See RFP Section V.F. for more detailed role descriptions). Bidders may add additional roles/titles as they see fit. The hourly rates shall be inclusive of labor, overhead, and all other expenses, with the exception of travel costs, which will be factored in as needed on task orders as they are issued to awarded bidders.

These not-to-exceed rates will be fixed for the first two (2) years of the contract. Any request for a price increase subsequent to the first two (2) years of the contract shall not exceed five percent (5%) of the price proposed for the period. Increases shall not be cumulative and will only apply to that period of the contract. The request for a price increase must be submitted in writing to the State Purchasing Bureau a minimum of 120 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

The State will be given full proportionate benefit of any decreases for the term of the contract.

Required Personnel Roles (See RFP Section V.F.)		Standard Hourly Not-to-Exceed Rate	Overtime Hourly Not-to-Exceed Rate
1.	Project Manager	CONFIDENTIAL INFORMATION	
2.	Senior Advisor for Public Assistance		
3.	Public Assistance Program Liaison		
4.	Public Assistance Technical Assistance Liaison		
5.	Appeals Specialist		
6.	Senior Debris Specialist		
7.	Senior Advisor for Hazard Mitigation Assistance		
8.	Hazard Mitigation Assistance Program Liaison		
9.	Hazard Mitigation Assistance Benefit-Cost Analysis Specialist		
10.	Hazard Mitigation Assistance Technical Liaison		
11.	Lead Individual Assistance Specialist		
12.	Individual Assistance Specialist		
13.	Closeout Specialist		
14.	Disaster Recovery Specialist		
15.	Accounting Analyst		
Additional Personnel Roles/Titles (Add Rows as Necessary)		Standard Hourly Not-to-Exceed Rate	Overtime Hourly Not-to-Exceed Rate
16.	Lead Hazard Mitigation Assistance Benefit-Cost Analysis Specialist	CONFIDENTIAL INFORMATION	
17.	Lead Hazard Mitigation Assistance Technical Liaison		
18.	Lead Disaster Recovery Specialist		
19.	Senior Disaster Recovery Specialist		
20.	Lead Accounting Analyst		
21.	Program Manager		



RFP NO. 124469 O5 | REDACTED

March 3, 2026

A Proposal for Nebraska State Purchasing Bureau

DISASTER MITIGATION, PREPAREDNESS, RESPONSE, AND RECOVERY PROGRAMS - DOCUMENTS

POC:

Maria Badaracco, Contracts Administrator
Contracts@iem.com • (919) 990-8191

ATTN:

Craig Palik, Procurement Contracts Officer
Clinton Paul, Procurement Contracts Officer





P.O. Box 110265
Research Triangle Park, NC 27709

919-990-8191

www.iem.com



March 3, 2026

State of Nebraska
Department of Administrative Services
RE: RFP 124469 O5 – Proprietary Information

The redacted information contained herein constitutes confidential, proprietary commercial/financial information and trade secrets. This information is exempt from public record disclosure under **Neb. Rev. Stat. § 84-712.05(3)** and the **Nebraska Uniform Trade Secrets Act (§§ 87-501 to 87-507)**. IEM hereby designates this information as proprietary. Its disclosure would provide an actual business advantage to competitors and serves no public purpose that outweighs the substantial prejudice of its release. Pursuant to State of Nebraska procurement requirements, this statement serves as a formal request for confidentiality.

Required Documents

The following required documents are provided in this volume:

- Contractual Agreement
- Completed Section II-IV
- Certificate of Good Standing
- Corporate Resolution
- Financial Statements

CONTRACTUAL AGREEMENT FORM

BIDDER MUST COMPLETE THE FOLLOWING

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

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

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

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

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

THIS FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN

COMPANY:	IEM International, Inc.
ADDRESS:	5420 Wade Park Blvd. Ste 140 Raleigh, NC 27607-4188
PHONE:	(919) 990-8191
EMAIL:	CONFIDENTIAL INFORMATION
BIDDER NAME & TITLE:	
SIGNATURE:	
DATE:	18/02/26

VENDOR COMMUNICATION WITH THE STATE CONTACT INFORMATION (IF DIFFERENT FROM ABOVE)	
NAME:	
TITLE:	
PHONE:	
EMAIL:	






NE DAS Disaster Mit - Contractual Agreement Form

Final Audit Report

2026-02-18

Created:	2026-02-18
By:	Maria Badaracco (maria.badaracco@iem.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA-6uDfYw-Z_0qHF3fn8mEsPMMJM9X8Bwj

"NE DAS Disaster Mit - Contractual Agreement Form" History

-  Document created by Maria Badaracco (maria.badaracco@iem.com)
2026-02-18 - 3:19:49 PM GMT
-  Document emailed to Keith Reynolds (keith.reynolds@iem.com) for signature
2026-02-18 - 3:19:54 PM GMT
-  Email viewed by Keith Reynolds (keith.reynolds@iem.com)
2026-02-18 - 3:21:36 PM GMT
-  Document e-signed by Keith Reynolds (keith.reynolds@iem.com)
Signature Date: 2026-02-18 - 3:26:25 PM GMT - Time Source: server
-  Agreement completed.
2026-02-18 - 3:26:25 PM GMT

II. TERMS AND CONDITIONS

Bidder should read the Terms and Conditions within this section and must initial either “Accept All Terms and Conditions Within Section as Written” or “Exceptions Taken to Terms and Conditions Within Section as Written” in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the “Exceptions” field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder’s commercial contracts and/or documents for this solicitation.

Accept All Terms and Conditions Within Section as Written (Initial)	Exceptions Taken to Terms and Conditions Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
KR		None.

The bidders should submit with their solicitation response any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the solicitation response as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award has been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one (1) Party has a particular clause, then that clause shall control,
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together,
3. If both Parties have a similar clause, but the clauses conflict, the State’s clause shall control.

A. GENERAL

1. The contract resulting from this Solicitation shall incorporate the following documents:
 - a. Solicitation, including any attachments and addenda;
 - b. Questions and Answers;
 - c. Bidders properly submitted solicitation response, including any terms and conditions or agreements submitted by the bidder;
 - d. Addendum to Contract Award (if applicable); and
 - e. Amendments to the Contract. (if applicable)

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) Executed Contract and any attached Addenda 3) Addendums to the solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda or attachments, and 5) the Vendor’s submitted solicitation response, including any terms and conditions or agreements that are accepted by the State.

Unless otherwise specifically agreed to in writing by the State, the State's standard terms and conditions, as executed by the State, shall always control over any terms and conditions or agreements submitted or included by the Vendor.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

B. NOTIFICATION

Bidder and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally; electronically, return receipt requested; or mailed, return receipt requested. All notices, requests, or communications shall be deemed effective upon receipt.

Either party may change its address for notification purposes by giving notice of the change and setting forth the new address and an effective date.

C. BUYER'S REPRESENTATIVE

The State reserves the right to appoint a Buyer's Representative to manage or assist the Buyer in managing the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the bidder will be provided a copy of the appointment document and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

D. GOVERNING LAW (Nonnegotiable)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

E. BEGINNING OF WORK & SUSPENSION OF SERVICES

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

The State may, at any time and without advance notice, require the Vendor to suspend any or all performance or deliverables provided under this Contract. In the event of such suspension, the Contract Manager or POC, or their designee, will issue a written order to stop work. The written order will specify which activities are to be immediately suspended and the reason(s) for the suspension. Upon receipt of such order, the Vendor shall immediately comply with its terms and take all necessary steps to mitigate and eliminate the incurrence of costs allocable to the work affected by the order during the period of suspension. The suspended performance or deliverables may only resume when the State provides the Vendor with written notice that such performance or deliverables may resume, in whole or in part.

F. AMENDMENT

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

G. CHANGE ORDERS OR SUBSTITUTIONS

The State and the Vendor, upon the written agreement, may make changes to the contract within the general scope of the solicitation. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Vendor may not claim forfeiture of the contract by reasons of such changes.

The Vendor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Vendor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Vendor's solicitation response, were foreseeable, or result from difficulties with or failure of the Vendor's solicitation response or performance.

No change shall be implemented by the Vendor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

In the event any good or service is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract to include the alternate product at the same price.

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

H. RECORD OF VENDOR PERFORMANCE

The State may document the vendor's performance, which may include, but is not limited to, the customer service provided by the vendor, the ability of the vendor, the skill of the vendor, and any instance(s) of products or services delivered or performed which fail to meet the terms of the purchase order, contract, and/or specifications. In addition to other remedies and options available to the State, the State may issue one or more notices to the vendor outlining any issues the State has regarding the vendor's performance for a specific contract ("Contract Compliance Request"). The State may also document the Vendor's performance in a report, which may or may not be provided to the vendor ("Contract Non-Compliance Notice"). The Vendor shall respond to any Contract Compliance Request or Contract Non-Compliance Notice in accordance with such notice or request. At the sole discretion of the State, such Contract Compliance Requests and Contract Non-Compliance Notices may be placed in the State's records regarding the vendor and may be considered by the State and held against the vendor in any future contract or award opportunity. The record of vendor performance will be considered in any suspension or debarment action.

I. NOTICE OF POTENTIAL VENDOR BREACH

If Vendor breaches the contract or anticipates breaching the contract, the Vendor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

J. BREACH

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by email, delivery receipt requested; certified mail, return receipt requested; or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time.

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

K. NON-WAIVER OF BREACH

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

L. SEVERABILITY

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

M. INDEMNIFICATION

1. GENERAL

The Vendor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss

or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Vendor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Vendor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

The Vendor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Vendor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Vendor prompt notice in writing of the claim. The Vendor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Vendor has indemnified the State, the Vendor shall, at the Vendor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Vendor, and the State may receive the remedies provided under this Solicitation.

3. PERSONNEL

The Vendor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Vendor.

4. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01. If there is a presumed loss under the provisions of this agreement, Vendor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,239.01 to 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Neb. Rev. Stat. § 81-8,294), Tort (Neb. Rev. Stat. § 81-8,209), and Contract Claim Acts (Neb. Rev. Stat. § 81-8,302), as outlined in state law and accepts liability under this agreement only to the extent provided by law.

5. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

N. ATTORNEY'S FEES

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs, if the other Party prevails.

O. ASSIGNMENT, SALE, OR MERGER

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

The Vendor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Vendor's business. Vendor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Vendor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

P. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUBDIVISIONS OF THE STATE OR ANOTHER STATE

The Vendor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145(2), to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

The Vendor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply

to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

Q. FORCE MAJEURE

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event") that was not foreseeable at the time the Contract was executed. The Party so affected shall immediately make a written request for relief to the other Party and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

R. CONFIDENTIALITY

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

S. EARLY TERMINATION

The contract may be terminated as follows:

1. The State and the Vendor, by mutual written agreement, may terminate the contract, in whole or in part, at any time.
2. The State, in its sole discretion, may terminate the contract, in whole or in part, for any reason upon thirty (30) calendar day's written notice shall be delivered by email, delivery receipt requested; certified mail, return receipt requested; or in person with proof of delivery to the Vendor. Such termination shall not relieve the Vendor of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Vendor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract, in whole or in part, immediately for the following reasons:
 - a. if directed to do so by statute,
 - b. Vendor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business,
 - c. a trustee or receiver of the Vendor or of any substantial part of the Vendor's assets has been appointed by a court,
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Vendor, its employees, officers, directors, or shareholders,
 - e. an involuntary proceeding has been commenced by any Party against the Vendor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Vendor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Vendor has been decreed or adjudged a debtor, a voluntary petition has been filed by the Vendor under any of the chapters of Title 11 of the United States Code,
 - g. Vendor intentionally discloses confidential information,
 - h. Vendor has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.

T. CONTRACT CLOSEOUT

Upon termination of the contract for any reason the Vendor shall within thirty (30) days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State,
2. Transfer ownership and title to all completed or partially completed deliverables to the State,
3. Return to the State all information and data unless the Vendor is permitted to keep the information or data by contract or rule of law. Vendor may retain one copy of any information or data as required to comply with

applicable work product documentation standards or as are automatically retained in the course of Vendor's routine back up procedures,

4. Cooperate with any successor Vendor, person, or entity in the assumption of any or all of the obligations of this contract,
5. Cooperate with any successor Vendor, person, or entity with the transfer of information or data related to this contract,
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this section should be construed to require the Vendor to surrender intellectual property, real or personal property, or information or data owned by the Vendor for which the State has no legal claim.

U. AMERICANS WITH DISABILITIES ACT

Vendor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131–12134), as amended by the ADA Amendments Act of 2008 (ADA Amendments Act) (Pub.L. 110–325, 122 Stat. 3553 (2008)), which prohibits discrimination on the basis of disability by public entities.

III. VENDOR DUTIES

Bidder should read the Vendor Duties within this section and must initial either “Accept All Terms and Conditions Within Section as Written” or “Exceptions Taken to Vendor Duties Within Section as Written” in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the “Exceptions” field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder’s commercial contracts and/or documents for this solicitation.

Accept All Vendor Duties Within Section as Written (Initial)	Exceptions Taken to Vendor Duties Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
KR		None.

A. INDEPENDENT VENDOR / OBLIGATIONS

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

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

The Vendor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Vendor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the bidder’s solicitation response shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Vendor to the contract shall be employees of the Vendor or a subcontractor and shall be fully qualified to perform the work required herein. Personnel employed by the Vendor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Vendor or the subcontractor respectively.

With respect to its employees, the Vendor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding,
2. Any and all vehicles used by the Vendor’s employees, including all insurance required by state law,
3. Damages incurred by Vendor’s employees within the scope of their duties under the contract,
4. Maintaining Workers’ Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law,
5. Determining the hours to be worked and the duties to be performed by the Vendor’s employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Vendor, its officers, agents, or subcontractors or subcontractor’s employees).

If the Vendor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the solicitation response. The Vendor shall agree that it will not utilize any subcontractors not specifically included in its solicitation response in the performance of the contract without the prior written authorization of the State. If the Vendor subcontracts any of the work, the Vendor agrees to pay any and all subcontractors in accordance with the Vendor's agreement with the respective subcontractor(s).

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

Vendor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Vendor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

B. EMPLOYEE WORK ELIGIBILITY STATUS

The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Vendor is an individual or sole proprietorship, the following applies:

1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf>
2. The completed United States Attestation Form should be submitted with the Solicitation response.
3. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Vendor understands and agrees that lawful presence in the United States is required, and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Nonnegotiable)

The Vendor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Vendors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 to 48-1125). The Vendor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Vendor shall insert a similar provision in all Subcontracts for goods and services to be covered by any contract resulting from this Solicitation.

D. COOPERATION WITH OTHER VENDORS

Vendor may be required to work with or in close proximity to other Vendors or individuals that may be working on same or different projects. The Vendor shall agree to cooperate with such other Vendors or individuals and shall not commit or permit any act which may interfere with the performance of work by any other Vendor or individual. Vendor is not required to compromise Vendor's intellectual property or proprietary information unless expressly required to do so by this contract.

E. DISCOUNTS

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the solicitation response. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

F. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Solicitation. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern. Not-to-exceed hourly rates shall be inclusive of labor, overhead, and all other expenses, with the exception of travel costs, which will be factored in as needed on task orders as they are issued to awarded bidders.

Prices submitted on the Hourly Rates portion of Attachment A – Bidder Questionnaire, once accepted by the State, shall remain fixed for the first two (2) years of the contract. Any request for a price increase subsequent to the first two (2) years of the contract shall not exceed five percent (5%) of the price proposed for the period. Increases shall not be cumulative and will only apply to that period of the contract. The request for a price increase must be submitted in writing to the State Purchasing Bureau a minimum of 120 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

The State will be given full proportionate benefit of any decreases for the term of the contract.

G. PERMITS, REGULATIONS, LAWS

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Vendor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Vendor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

H. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Vendor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Vendor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

I. INSURANCE REQUIREMENTS

The Vendor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Vendor shall not commence work on the contract until the insurance is in place. If Vendor subcontracts any portion of the Contract the Vendor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor,
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Vendor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance, evidencing the required coverage.

The Vendor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Vendor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Vendor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within one (1) year of termination or expiration of the contract, the Vendor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and one (1) year following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Vendor elects to increase the mandatory deductible amount, the Vendor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

1. WORKERS' COMPENSATION INSURANCE

The Vendor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Vendor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The Vendor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Vendor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Vendor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Vendors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

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

3. EVIDENCE OF COVERAGE

The Vendor shall furnish the Contract Manager, via email, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

124469 O5

Nebraska Emergency Management Agency
 Attn: Recovery Section Administrator
 1526 K Street
 Lincoln, NE 68508
 Donny.Christensen@nebraska.gov

These certificates or the cover sheet shall reference the solicitation number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Vendor to maintain such insurance, then the Vendor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

4. DEVIATIONS

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Vendor.

J. ANTITRUST

The Vendor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

K. CONFLICT OF INTEREST

By submitting a solicitation response, vendor certifies that no relationship exists between the vendor and any person or entity which either is, or gives the appearance of, a conflict of interest related to this solicitation or project.

Vendor further certifies that vendor will not employ any individual known by vendor to have a conflict of interest nor shall vendor take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, vendor shall provide with its solicitation response a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall solicitation response evaluation.

L. STATE PROPERTY

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

M. SITE RULES AND REGULATIONS

The Vendor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Vendor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Vendor.

N. ADVERTISING

The Vendor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

O. DISASTER RECOVERY/BACK UP PLAN

The Vendor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods and services as specified under the specifications in the contract in the event of a disaster.

P. DRUG POLICY

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

Q. WARRANTY

Despite any clause to the contrary, the Vendor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Vendor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to the State, or if Vendor is unable to perform the services as warranted, Vendor shall reimburse the State all fees paid to Vendor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

R. TIME IS OF THE ESSENCE

Time is of the essence with respect to Vendor's performance and deliverables pursuant to this Contract.

IV. PAYMENT

Bidder should read the Payment clauses within this section and must initial either “Accept All Terms and Conditions Within Section as Written” or “Exceptions Taken to Payment clauses Within Section as Written” in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the “Exceptions” field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder’s commercial contracts and/or documents for this solicitation.

Accept All Payment Clauses Within Section as Written (Initial)	Exceptions Taken to Payment Clauses Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
KR		None.

A. PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)

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

B. TAXES (Nonnegotiable)

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

C. INVOICES

Invoices for payments must be submitted by the Vendor to the agency requesting the services with sufficient detail to support payment. Invoices shall include, but are not limited to:

1. Billing period,
2. Total billed amount, and
3. Total hours billed

Supporting documentation shall include, but not be limited to:

1. Staff name,
2. Hours worked each day,
3. Hourly rate, and
4. Name of task

Approved invoices will be packaged for payment on a monthly basis. NEMA prefers to receive the invoices electronically and will provide email addresses after the award of contract. Any terms or conditions on or attached to any such invoice shall not be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the Contract.

The terms and conditions included in the Vendor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract. **The State shall have forty-five (45) calendar days to pay after a valid and accurate invoice is received by the State.**

D. INSPECTION AND APPROVAL

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

The State and/or its authorized representatives shall have the right to enter any premises where the Vendor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

E. PAYMENT (Nonnegotiable)

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. § 81-2403). The State may require the Vendor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services provided by the Vendor prior to the Effective Date of the contract, and the Vendor hereby waives any claim or cause of action for any such goods or services.

F. LATE PAYMENT (Nonnegotiable)

The Vendor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408).

G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Nonnegotiable)

The State's obligation to pay amounts due on the Contract for fiscal years following the current fiscal year is contingent upon legislative or federal appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Vendor reasonable written notice prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Vendor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Vendor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (First Paragraph is Nonnegotiable)

The State shall have the right to audit the Vendor's performance of this contract upon a thirty (30) days' written notice. Vendor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. § 84-304 et seq.) The State may audit, and the Vendor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Vendor shall make the Information available to the State at Vendor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Vendor so elects, the Vendor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Vendor be required to create or maintain documents not kept in the ordinary course of Vendor's business operations, nor will Vendor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to Vendor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Vendor, the Vendor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Vendor agrees to correct any material weaknesses or condition found as a result of the audit.

STATE OF NEBRASKA

United States of America, } ss.
State of Nebraska }
}

Secretary of State
State Capitol
Lincoln, Nebraska

I, Robert B. Evnen, Secretary of State of the
State of Nebraska, do hereby certify that

IEM INTERNATIONAL, INC.

a Delaware corporation is authorized to transact business in Nebraska;

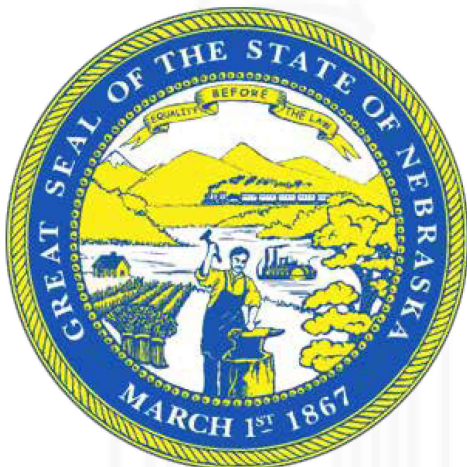
**that no occupation taxes due from and assessable against the Corporation are
unpaid and have become delinquent;**

**that no annual or biennial report required to be forwarded by the
Corporation to the Secretary of State has become delinquent;**

that a Certificate of Withdrawal has not been filed.

*This certificate is not to be construed as an endorsement,
recommendation, or notice of approval of the entity's financial
condition or business activities and practices.*

In Testimony Whereof,



I have hereunto set my hand and
affixed the Great Seal of the
State of Nebraska on this date of

February 25, 2026

A handwritten signature in black ink, appearing to read "Robert B. Evnen".

Secretary of State

CONFIDENTIAL INFORMATION

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Research Triangle Park, NC 27709

+1 (800) 977-8191

www.iem.com



March 12, 2026

Attn: Craig Palik
State Purchasing Bureau
Nebraska Department of Administrative Services
Via email: Craig.Palik@nebraska.gov

RE: 124469 O5 - IEM International Inc. – Identification of Confidential Information

Dear Craig,

Consistent with SPB Form 22 and the State’s public posting requirements, IEM International, Inc. (“IEM”) requests that the State exclude from the website posting (or other public dissemination) only the limited, specifically identified portions below. IEM does not assert that the entire solicitation response is proprietary, and IEM understands that cost sheets will not be considered proprietary and are a public record in the State of Nebraska.

1) Items Claimed as Proprietary Under Neb. Rev. Stat. § 84-712.05(3)

A. Compiled/aggregated contract intelligence

File:124469 O5 IEM File 1 of 4.pdf
Pages: 5–9, 15 (pdf pages 7-11; 17))

The compilation, aggregation, and organization of contract data into a single, comprehensive source constitutes a trade secret. The value of this information lies not in the individual data points, but in the compiled whole, which reveals strategic business intelligence, pricing structures, and operational models that are not otherwise publicly available and could not be reconstructed through reasonable means. Disclosure would cause competitive harm by exposing our proprietary approach to similar engagements.

B. Audited financial statements

File:124469 O5 IEM File 2 of 4.pdf
Pages: 20–38

The enclosed financial statements reveal IEM’s internal cost structures, including specific debt-service obligations and liquidity ratios. Disclosure would allow competitors to calculate our minimum viable profit margins and “break-even” points. With this knowledge, a competitor could strategically underbid IEM in future procurement cycles by a marginal amount, effectively “pricing us out” of the market based on non-public fiscal constraints rather than superior service or efficiency.

2) Named Competitors & How They Gain an Actual Business Advantage

IEM competes for statewide disaster recovery and mitigation program support work against national firms such as Tetra Tech, ICF, AECOM, Guidehouse, and Deloitte (and similar firms offering PA/IA/HMA program support).

A. Advantage from disclosure of compiled contract intelligence (File 1, pp. 5–9, 15):

Disclosure would provide competitors a practical blueprint to replicate IEM’s proprietary approach to similar engagements (i.e., how IEM compiles and presents its operational models, delivery approach, and strategic contract intelligence), reducing their development costs and enabling them to tailor responses that neutralize IEM’s differentiators.

B. Advantage from disclosure of audited financial statements (File 2, pp. 20–38):

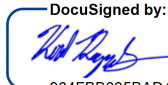
Disclosure would allow competitors to (i) calculate minimum viable margins and “break-even” points and underbid IEM by a marginal amount, and (ii) use disclosed debt and liquidity indicators to time aggressive, predatory pricing/marketing during periods of high debt-load or limited cash flow - creating an unfair, non-merit-based advantage in future procurement cycles. A competitor could use these metrics to identify periods of high debt-load or limited cash flow to launch aggressive, predatory marketing or pricing campaigns during our most vulnerable fiscal windows, aiming to destabilize our market position when we have the least flexibility to respond.

3) Why Disclosure Serves No Public Purpose

Disclosure of these internal financial documents serves no public purpose. The public’s interest in transparency and stewardship of state funds is fully satisfied by disclosure of IEM International, Inc.’s final bid price and the terms of the proposed contract; revealing granular fiscal health, internal debt structures, or private financial metrics of a non-public entity provides no additional value to the taxpayer’s understanding of the State’s expenditure or service quality, and would unfairly penalize a private business for competing.

Consistent with Nebraska procurement guidelines, IEM has submitted these proprietary materials in a separate, clearly labeled file to ensure they are not inadvertently disclosed with the general public record.

Sincerely,

DocuSigned by:

964FBB635BAD47E...
Keith Reynolds

Director, Contract Operations and Compliance

HOURLY RATES

Bidders should provide not-to-exceed hourly rates that will be used for Task Orders as they are issued. There is no guarantee on the number of hours that will be used.

The hourly rates provided below will not be a scored item for the evaluation of this solicitation, but all responses will be reviewed for cost realism and reasonableness.

The roles listed below are mandatory roles that the bidder must be able to provide the State (See RFP Section V.F. for more detailed role descriptions). Bidders may add additional roles/titles as they see fit. The hourly rates shall be inclusive of labor, overhead, and all other expenses, with the exception of travel costs, which will be factored in as needed on task orders as they are issued to awarded bidders.

These not-to-exceed rates will be fixed for the first two (2) years of the contract. Any request for a price increase subsequent to the first two (2) years of the contract shall not exceed five percent (5%) of the price proposed for the period. Increases shall not be cumulative and will only apply to that period of the contract. The request for a price increase must be submitted in writing to the State Purchasing Bureau a minimum of 120 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

The State will be given full proportionate benefit of any decreases for the term of the contract.

Required Personnel Roles (See RFP Section V.F.)		Standard Hourly Not-to-Exceed Rate	Overtime Hourly Not-to-Exceed Rate
1.	Project Manager	\$175.00	\$175.00
2.	Senior Advisor for Public Assistance	\$235.00	\$235.00
3.	Public Assistance Program Liaison	\$175.00	\$175.00
4.	Public Assistance Technical Assistance Liaison	\$150.00	\$150.00
5.	Appeals Specialist	\$150.00	\$150.00
6.	Senior Debris Specialist	\$175.00	\$175.00
7.	Senior Advisor for Hazard Mitigation Assistance	\$235.00	\$235.00
8.	Hazard Mitigation Assistance Program Liaison	\$175.00	\$175.00
9.	Hazard Mitigation Assistance Benefit-Cost Analysis Specialist	\$150.00	\$150.00
10.	Hazard Mitigation Assistance Technical Liaison	\$150.00	\$150.00
11.	Lead Individual Assistance Specialist	\$150.00	\$150.00
12.	Individual Assistance Specialist	\$120.00	\$120.00
13.	Closeout Specialist	\$150.00	\$150.00
14.	Disaster Recovery Specialist	\$120.00	\$120.00
15.	Accounting Analyst	\$150.00	\$150.00
Additional Personnel Roles/Titles (Add Rows as Necessary)		Standard Hourly Not-to-Exceed Rate	Overtime Hourly Not-to-Exceed Rate
16.	Lead Hazard Mitigation Assistance Benefit-Cost Analysis Specialist	\$175.00	\$175.00
17.	Lead Hazard Mitigation Assistance Technical Liaison	\$175.00	\$175.00
18.	Lead Disaster Recovery Specialist	\$150.00	\$150.00
19.	Senior Disaster Recovery Specialist	\$175.00	\$175.00
20.	Lead Accounting Analyst	\$175.00	\$175.00
21.	Program Manager	\$235.00	\$235.00