



March 3, 2026  
Mr. Craig Palik,  
Procurement Contract Officer  
State Purchasing Bureau  
1526 K Street, Suite 1301  
Lincoln, NE 68508

RSM US LLP

600 Q Sr Suite 130  
Lincoln, NE 68508

[www.rsmus.com](http://www.rsmus.com)

Dear Mr. Palik:

RSM US LLP (RSM) is excited about the opportunity to present our qualifications for consideration in response to **RFP Number 124469 O5** for the State of Nebraska, Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau. The following proposal demonstrates our understanding of your requirements to select qualified bidders who can provide knowledgeable and experienced personnel familiar with all disaster mitigation, preparedness, response, and recovery programs administered under the Stafford Act or National Flood Insurance Act (NFIA), including Public Assistance (PA), Individual Assistance (IA), and Hazard Mitigation Assistance (HMA).

It further illustrates the approach we will take in providing **disaster contingency staffing services** for the Nebraska Emergency Management Agency (NEMA). Together with our subcontracting partner, RSM offers a distinctive combination of professionals highly experienced in management, financial, performance, and compliance consulting, supplemented by a team that understands the complexities of working with clients across multiple emergency services requirements, including planning, mitigation, response, and recovery. With that in mind, we have produced a proposal that highlights our differentiators and demonstrates compelling reasons why we are qualified to serve NEMA.

RSM is the leading provider of audit, tax and consulting services in the middle market with nearly 18,000 professionals in 77 U.S. cities, including ten cities in FEMA Region VII where we employ over 1,400 individuals. We have a designated team of grant administration and compliance specialists that have been committed to providing the services requested for years. As such, we mobilize quickly and responsibly.

### Commitment to the industry and experience serving emergency management entities

Further, RSM has designated state and local government as one of the top ten dedicated industries of the firm. Nationally, we serve more than 2,500 public sector clients, including nearly 500 government clients. The clients include state-level agencies, counties, cities, colleges and universities, school boards and other nonprofit organizations.

NEMA will also benefit from our experience serving emergency management. We are very proud to have worked with the states of Iowa, Florida and New Jersey over the past eight (8) years to provide disaster recovery and emergency management consulting services. What does that mean for NEMA? It means that we understand the issues unique to your operations, your constituents and the State, leading to minimal on-the-job training, because you will be served by experienced professionals who understand the industry.

### Holistic approach to serving you

Without question, the one thing that distinguishes us from the other firms providing disaster recovery consulting services to state agencies such as NEMA is our holistic approach to serving our clients. We understand the unique struggles that NEMA faces with FEMA, as well as the challenges that impacted communities encounter in complying with their Single Audits of the federal funds. Our experience as external and internal auditors for these communities gives us a comprehensive perspective on the entire recovery process.

**THE POWER OF BEING UNDERSTOOD**  
ASSURANCE | TAX | CONSULTING

RSM US LLP is the U.S. member firm of RSM International, a global network of independent assurance, tax and consulting firms. Visit [rsmus.com/aboutus](http://rsmus.com/aboutus) for more information regarding RSM US LLP and RSM International.

We know that disaster recovery is more than just picking up debris; it involves a long-term commitment to the communities and agencies we serve. We stay with these communities for years after the event, helping to ensure they remain compliant and supported throughout the recovery process. Additionally, our teams volunteer outside of work for organizations like Team Rubicon, actively delivering impact and support to those in need. By combining unique skillsets into one integrated team, the RSM team can proactively address your needs with qualified insights and industry-accepted practices as those needs evolve.

Another value-added service to working with a large and sophisticated public accounting firm is that you will have access to the thought leadership produced by our national resources. Our professionals are actively engaged on Capitol Hill to ensure that the voice of our clients is heard amid the DC shuffle. Our professionals engage on the most relevant issues affecting the middle market—the latest on tax policy, trade, economics, health care, infrastructure, cybersecurity, financial services and more. We also regularly produce publicly accessible webcasts, articles and videos about these issues, providing a unique window into the intersection of policy and business. In addition, we have published articles and developed training to assist grant recipients and subrecipients with understanding federal compliance requirements, including FEMA Public Assistance and 2 CFR 200. All these services result in meaningful insights and efficiencies for our clients during a period of rapid change. One of our clients sits on the President's FEMA Review Council.

If selected as a vendor, RSM would like to have an introductory meeting and overview regarding NEMA's strategy, technology, processes and procedures. This will facilitate faster event-specific deployment for any task orders issued. This proactive approach demonstrates our commitment to being prepared and ready to support NEMA whenever needed, helping facilitate timely and effective assistance when an emergency event happens.

### In closing

RSM's strongest differentiator comes directly from the clients we serve and the partnerships we forge with them. We encourage you to contact our references and ask about their recent interactions with us. Your RSM team looks forward to building a long-term relationship with NEMA and delivering value for your organization now and well into the future. Once you have had the opportunity to review this response, we would be pleased to discuss your needs in greater detail or make a presentation to your team. In the meantime, please feel free to contact us with any questions.

Sincerely,



Joel Anderson  
Partner  
+1 515 237 7430



Jill Reyes  
Partner  
+1 321 508 1895



Solicitation Number: 124469 O5

File 1 of 4

Disaster Mitigation, Preparedness, Response, and Recovery  
Program Administration

RSM US LLP  
March 3, 2026

THE POWER OF BEING UNDERSTOOD  
ASSURANCE | TAX | CONSULTING

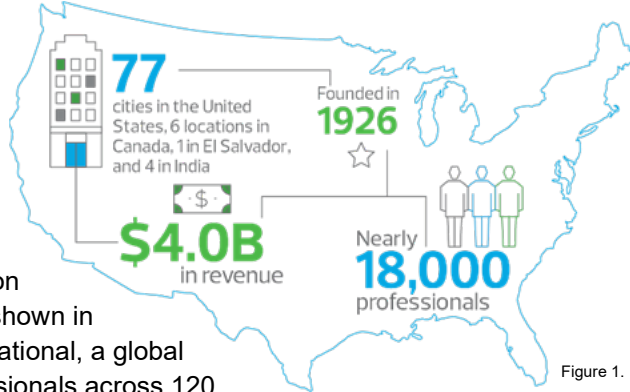
## Table of Contents

<b>CORPORATE OVERVIEW</b> .....	<b>5</b>
BIDDER IDENTIFICATION AND INFORMATION.....	5
FINANCIAL STATEMENTS .....	6
CHANGE OF OWNERSHIP .....	7
OFFICE LOCATION.....	7
RELATIONSHIPS WITH THE STATE.....	7
BIDDER'S EMPLOYEE RELATIONS TO STATE .....	8
CONTRACT PERFORMANCE .....	8
SUMMARY OF BIDDER'S CORPORATE EXPERIENCE .....	9
RSM Narrative Projects .....	10
RSM's Experience providing Federal Single Audits .....	12
DCMC Narrative Projects .....	12
SUBCONTRACTORS .....	14
<b>TECHNICAL RESPONSE</b> .....	<b>15</b>
Describe bidder's process for providing PA technical services. ....	15
Why RSM? Our compelling value proposition .....	15
Strategy Driven Approach Tailored to NEMA Needs.....	18
Quality Assurance / Quality Control.....	19
Project Management and Reporting.....	19
Public Assistance Approach.....	21
Describe bidder's process for providing IA technical services.....	24
Individual Assistance Approach.....	24
Describe bidder's process for providing HMGP technical services. ....	25
Hazard Mitigation Approach .....	25
<b>HOURLY RATES</b> .....	<b>28</b>

**Attachment A**  
**Bidder Questionnaire**  
**RFP 124469 O5**

**Bidder Name: RSM US LLP**

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

CORPORATE OVERVIEW	
<b>1.1</b>	<p><b>BIDDER IDENTIFICATION AND INFORMATION</b></p> <p>The bidder should provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business and whether the name and form of organization has changed since first organized.</p>
<p><b>Response:</b></p> <p>RSM US LLP is a limited liability partnership incorporated on December 30, 1994, under the laws of Iowa and head quartered at 30 South Wacker Dr, Suite 3300 Chicago, IL. We are legally authorized to do business in all 50 states with 77 offices across the US, including Lincoln and Omaha.</p> <p>RSM is the leading provider of audit, tax and consulting services focused on the modern middle market, with nearly 18,000 people in 77 U.S. cities as shown in Figure 1. We are a licensed CPA firm and the U.S. member of RSM International, a global network of independent audit, tax, and consulting firms with 65,000 professionals across 120 countries. RSM brings deep, nationwide experience supporting complex grant programs across numerous states and federal funding streams. This experience is exemplified by the extensive and dynamic group of professionals RSM has dedicated to the public sector who are committed to delivering The Power of Being Understood® to our clients and our communities.</p> <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <div style="border: 1px dashed gray; padding: 5px; margin-bottom: 5px;"> <p><b>Extensive Experience</b></p> <p>\$12 billion federal grant dollars monitored and managed across 79 grant programs</p> </div> <div style="border: 1px dashed green; padding: 5px; margin-bottom: 5px;"> <p><b>Public Sector Focus</b></p> <p>More than 2500 public sector clients, including 11 state or territory level agencies</p> </div> <div style="border: 1px dashed blue; padding: 5px;"> <p><b>Capacity to Deliver</b></p> <p>Over 140 Partners, 150 Directors, and 500 other professional staff dedicated to public sector clients</p> </div> </div> <div style="width: 45%; text-align: right;">  <p style="text-align: right; font-size: small;">Figure 1.</p> </div> </div> <p>RSM's National Grants Management Practice is led by a Florida-based CPA, supported by former state agency leaders and geographically diverse project teams with deep operational experience. As outlined in Figure 2, this depth and reach deliver direct experience administering billions of dollars in federal and state grants across emergency management, economic development, health and human services, and housing programs, among others. The practice includes more than 200 professionals dedicated exclusively to grants administration, compliance, audit, and program operations nationwide. In addition, RSM has nearly 800 professional staff dedicated to serving public entities, allowing our grant management teams to leverage public sector focused specialists with a wide variety of expertise. This scale and distribution allow RSM to align quickly with our clients, adapt as guidance or priorities change, and provide direct access to both national policy insight and on-the-ground grants experience.</p> <p style="text-align: right; font-size: small;">Figure 2.</p>	

**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.

1.2

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:**

As a limited liability partnership, RSM US has no requirement to prepare financial statements for external release. We affirm, however, that RSM has the capacity—both in size and financial strength—to serve our clients, as illustrated by the following:

- Founded in 1926, today RSM US is the fifth largest assurance, tax and consulting firm in the United States, as ranked in Accounting Today's 2025 Top 100 Report.
- For the most recent fiscal year ended April 30, 2025, RSM reported revenue of US\$4.0 billion, an increase of 1% in comparison to the prior year. The average of our last three fiscal years of revenue is \$USD3.9 billion.
- In addition to cash and short-term investments, RSM US maintains a revolving credit facility for operational and other borrowing needs, and on June 1, 2021, the firm issued \$150 million in senior notes which are due in seven, ten and twelve years.
- The firm is also very well capitalized, with a significant partner and principal investment by its 1,182 partners and principals. All partners and principals are individuals, and no one partner, or principal has more than 1% of the total capital investment in the firm.
  - A bank reference is as follows:  
US Bank  
Andrew Feikema, Senior Vice President, Relationship Manager  
800 Nicollet Mall, Minneapolis, MN 55402  
Phone: 612.757.9703  
Email: [andrew.feikema@usbank.com](mailto:andrew.feikema@usbank.com)
- As of May 1, 2025, RSM US LLP was assigned a low-risk viability rating by Dun & Bradstreet (D&B). An independent D&B comprehensive credit report for RSM US LLP (DUNS # 07-348-2424) can be ordered via the [D&B website](#).
- RSM US and RSM Canada are member firms of RSM International, a global network of independent audit, tax and consulting firms with 65,000 people across 120 countries. RSM International's combined global fee income was US\$10 billion in calendar year 2024.
- Please see also *124469 O5 - RSM US LLP File 2 of 4 - PROPRIETARY INFORMATION* for a confidential statement from RSM's Chief Financial Officer regarding financial strength of our organization.


<b>1.3</b>	<p><b>CHANGE OF OWNERSHIP</b></p> <p>If any change in ownership or control of the company is anticipated during the twelve (12) months following the 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.</p>
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**Response:**

Our U.S. market is led by Brian Becker, managing partner and CEO of RSM US LLP. He oversees nearly 18,000 assurance, tax and consulting professionals across 77 offices in the U.S., six in Canada, four in India and one in El Salvador. RSM US and RSM UK recently announced plans to merge, creating a transatlantic enterprise with more than 23,000 people across six countries, including the U.S., Canada, the UK, Ireland, India and El Salvador. No other changes in ownership or structure are anticipated that would impact our ability to perform this engagement.

<b>1.4</b>	<p><b>OFFICE LOCATION</b></p> <p>The bidder’s office location responsible for performance pursuant to an award of a contract with the State of Nebraska should be identified.</p>
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**Response:**



As a large, national firm with a focus on grants management, RSM can leverage offices and geographically diverse staff whenever and wherever disaster strikes.

This national presence includes our Lincoln, Nebraska office located at 600 Q Sr, Suite 130 Lincoln, NE 68508 as well as an office in Omaha and 30 other offices within the Midwest region as shown in Figure 3. Because of RSM’s strong presence in the Midwest, we can offer the resources of a large, national practice as well as the local, boots-on-the-ground knowledge only obtained from living and working in the communities we’ll be supporting.

Figure 3.

<b>1.5</b>	<p><b>RELATIONSHIPS WITH THE STATE</b></p> <p>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.</p>
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**Response:**

RSM has no prior contracts with the State of Nebraska within the past ten (10) years to disclose. We have provided services at the local government level.

DCMC has no work with the State of Nebraska. However, they have worked in the State with the City of Lincoln, Omaha Public Power District, and as a subcontractor to JEO Consulting.

<b>1.6</b>	<p><b>BIDDER'S EMPLOYEE RELATIONS TO STATE</b></p> <p>If any Party named in the bidder's solicitation response is or was an employee of the State within the past twelve (12) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.</p> <p>If any employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor to the bidder, as of the due date for solicitation response submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this solicitation. If no such relationship exists, so declare.</p>
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**Response:**

No parties named within this response are or were employed by the State of Nebraska within the past 12 months. Further, no former State of Nebraska employees are employed by any party within this response.

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

RSM has an exemplary record of performance, having had no contracts terminated for cause within the past ten (10) years. In addition, neither RSM, nor any of its senior officers, directors, or other management are subject to sanctions. Further, RSM and its management (company officials, participants, ultimate beneficial owners) have not been accused of abuse of power or involved in any criminal cases or proceedings.

We are confident your RSM Team is up to the tasks outlined in the scope of work because these are services we've been provided to recipients / state agencies for nearly a decade with members of this team having proven themselves time and time again. RSM was one of the first contractors brought in to assist the State of Florida after Hurricane Irma, and the Florida Division of Emergency Management has continued to choose RSM when disasters strike. In addition, RSM has been repeatedly recognized as a standout contractor for our professionalism, dedication, and knowledge of compliance matters as demonstrated in Figure 4.

***"Always setting the bar high. We truly appreciate your team's unwavering dedication."***

**-FDEM Contract Manager**



Figure 4.

**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:**

Throughout RSM’s nearly 100 years serving clients in the Midwest region, the firm has provided services to many state, county, and municipal governments. We have the experience providing the grant management services being requested, and Table 1 below showcases some of that experience, highlighting a representative sample of grants management projects similar in size and scope to the services being requested under this solicitation.

Name of Agency	Work performed
Florida Division of Emergency Management	<b>FEMA Public Assistance Grants Management:</b> Since 2017, RSM has provided FEMA Public Assistance grant management administration services from project approval to closeout, across multiple regions within the State of Florida for Hurricanes Irma, Michael, Idalia, Helene, and Milton, total over \$650M in recovery funds managed across more than 3500 projects. In addition, this includes providing technical assistance to Applicants as it relates to FEMA policies and procedures, project formulation, hazard mitigation, and documentation best practices.
State of Iowa	<b>Local Government Relief Fund administration and FEMA Public Assistance:</b> In 2020, RSM was awarded as a contractor to administer \$100 million in CARES Act Coronavirus Relief Funds for the Governor’s office of the State of Iowa. The State used these funds to create the Local Government Relief Fund. Additionally, the State allocated an additional \$25 million for the FEMA Public Assistance local match, which RSM administered, as well. RSM currently assists the State with ongoing Federal grant reporting requirements and is also working on other Federal programs for more than \$500M in Federal funds related to COVID support, broadband, workforce development, cyber and other funding. Most recently, RSM was selected as a subcontractor for Non-Congregate Sheltering assistance related to 2024 flooding and tornadoes in advance of the upcoming winter season.
Florida Department of Commerce (FloridaCommerce)	<b>Community Development Block Grant – Disaster Recovery Grant Compliance:</b> RSM has provided grant management services to FloridaCommerce for CDBG-DR as a part of the Rebuild Florida program,

	specifically following Hurricane Michael. These services included providing technical application assistance to Florida’s designated fiscally constrained communities in order to submit project applications for review and approval, as well as performing David Bacon Act monitoring and compliance services on a select number of development projects. Most recently, RSM was awarded the CDBG-DR compliance and monitoring contract for the 2023-2024 season, which includes four (4) declared disaster events. That award is currently being contracted.
Florida Department of Commerce (FloridaCommerce)	<b>Broadband Programs Grant Compliance and Monitoring:</b> RSM is providing grant compliance and monitoring services to the Office of Broadband for the Broadband Opportunity Program, Broadband Infrastructure Program and Digital Connectivity Program, as funded by the US Treasury’s ARPA and Capital Projects Funds and approved by the Florida Legislature. In addition, we have provided CDBG-DR services to the agency in past, specifically providing technical assistance to fiscally constrained communities to facilitate the submission of project applications.
New Jersey Transit	<b>Integrity Oversight Monitoring:</b> Since 2019, RSM has provided integrity oversight monitoring services of construction for recovery and renovation work related to Super Storm Sandy. We performed a fraud risk assessment and development of an audit plan, and then risk assessment and testing for grant management, procurement, disbursements, change management, construction fieldwork monitoring, Davis-Bason and DBE/MBE compliance and claims monitoring.
Georgia Governor’s Office of Planning and Budget	<b>American Rescue Plan Act Grant Monitoring:</b> RSM has been working with the Georgia Governor’s office to provide risk assessment, audit, and budget review services related to over \$3 billion in Federal ARPA funding. This work encompasses assisting more than 200 subrecipients with a wide range of efforts including updating broadband networks, water/sewer infrastructure, updating hospitals in underserved communities, and capital projects to improve the State of Georgia.
City of Dawson Springs, KY	<b>FEMA Public Assistance Grants Management:</b> Since December 2021, RSM has provided FEMA Public Assistance grant management services to the City of Dawson Springs (the City), ensuring recovery efforts are documented in accordance with Federal grant requirements and working with the City’s FEMA PDMG to formulate project worksheets. We also assisted the City with preparing a long-term response and recovery plan, as well as facilitation of a workgroup for the development of a long-term economic resiliency plan.

Table 1.

**RSM Narrative Projects**

The tasks and services outlined in this solicitation’s scope of work: assisting sub-recipients in preparation and review of their projects, analyzing, identifying, and finding solutions to problems, providing technical assistance to sub-recipients, these are services RSM provides to communities throughout the US. With extensive experience serving recipient / state – level agencies, RSM and our grant management professionals have supported a variety of federal grant programs, including FEMA Public Assistance, FEMA Individual Assistance, and block grant funding under CDBG-DR, and by partnering with DCMC, your RSM team will bring significant hazard mitigation experience as well. This combination of expertise means that no matter what the future holds for FEMA, RSM is well positioned to support NEMA and the State of Nebraska today and in the future. Tables 2 - 4 below highlight some of RSM’s experience that most closely aligns to the scope of work outlines in the solicitation. Narrative project descriptions for our teaming partner, DCMC, can be found in Table 6.

**Florida Division of Emergency Management**

**Darryn Gipson**

Deputy Programmatic Team Lead

+1 850 815 4454

Darryn.Gipson@em.myflorida.com

Since 2017, RSM has served as a prime contractor providing FEMA Public Assistance grant management administration services from project approval to closeout to the Florida Division of Emergency Management (FDEM). Later, when the State of Florida was hit by back-to-back hurricanes in 2024 and 2025, RSM expanded our relationship with FDEM and our team began assisting with project formulation, working with sub-recipients prior to obligation to facilitate completion of project worksheets, reviewing streamline project applications for accuracy and policy compliance as well as providing technical assistance to address and troubleshoot potential compliance concerns as early in the project life cycle as possible to reduce deobligations. In this capacity, RSM collaborates with PDMGs, state programmatic

coordinators and other contractors to support an efficient project formulation and obligation process in order to get funding back to Florida's communities.

Currently, RSM serves sub-recipients in 41 of Florida's 67 counties across five active, federally-declared disasters: Hurricanes Irma, Michael, Idalia, Helene and Milton. Through this work, RSM has managed over 3,500 individual projects, representing more than \$650 million in recovery funds with over \$440 million having been paid to sub-recipients to date.

As a long-standing FEMA PA contractor, RSM has extension experience with FEMA Grants Portal and the state grant management systems, utilizing both to perform in-depth compliance analysis of project worksheet documentation, process payments, time extensions, amendments, and large and small project closeouts.

Table 2.

### State of Iowa—Department of Homeland Security and Emergency Management

**Allison McLeary**

Director, Disaster Recovery Programs

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Allison.McLeary@tetrattech.com

In July 2024, the U.S. Department of Homeland Security Federal Emergency Management Agency (FEMA) approved the State of Iowa's request for utilizing hotels and recreational vehicles as non-congregate sheltering under DR-4796-IA, DR-4784-IA and DR-4779-IA, (including Iowa Severe Storms, Flooding, Straight-line Winds and Tornadoes).

RSM, as a subcontractor to TetraTech, provided Disaster Management Consulting Services for the State of Iowa, authorized for the Iowa Department of Homeland Security and Emergency Management (HSEMD). RSM assisted with program management by reviewing FEMA Public Assistance (PA) Non-Congregate Shelter (NCS) requirements and Disaster Specific Guidance (DSG) and established and implemented processes to monitor compliance with FEMA PA and State program requirements. RSM additionally assisted with case management by reviewing eligibility requirements and reviewing processes to ensure compliance with FEMA Individual Assistance (IA) Disaster Case Management (DCM) program requirements. No impediments pertaining to this RFP.

Table 3.

### New Jersey Transit

**Aamir Marvi, CPA, CIA, CCA, CCSA**

Senior Director, Internal IA and Capital Audits

+1 973 491 8704

AMarv@njtransit.com

Since 2019, New Jersey Transit has entrusted RSM to provide integrity oversight monitoring services for recovery and renovation construction work related to Super Storm Sandy. In this capacity, RSM has performed fraud risk assessments and developed audit plan(s). In addition, RSM has performed testing for grant management, procurement, disbursements, change management, construction fieldwork monitoring, DBE / MBD compliance and claims.

Table 4.

Additionally, RSM is performing oversight monitoring for COVID-19 Recovery funding that includes contract and labor testing, monitoring for allowable costs and testing for completeness and accuracy of more than \$4.4 billion in CARES Act, CRRSAA and ARPA funds.

**RSM’s Experience providing Federal Single Audits**

In addition to RSM’s significant experience with FEMA grant administration, RSM has extensive federal grant expertise due to performance of Federal Single Audits. Federal Single Audits are a rigorous examination or audit of federal grant programs where an entity expends more than \$1,000,000 (as of October 1, 2024) in federal grants, funds, or awards within a given year. Federal grants impacting the single audit can range from FEMA

PA or IA to HMGP, BRIC, or CDBG-DR.

RSM has audited program 97.036 for FEMA Public

CFDA	Types of Compliance Requirements													
	A. Activities Allowed or Unallowed	B. Allowable Costs/Cost Principles	C. Cash Management	D. Reserved	E. Eligibility	F. Equipment and Real Property Management	G. Matching, Level of Effort, Earmarking	H. Period of Performance	I. Procurement and Suspension and Debarment	J. Program Income	K. Reserved	L. Reporting	M. Subrecipient Monitoring	N. Special Tests and Provisions
<b>97 – Department of Homeland Security (DHS)</b>														
97.036	Y	Y	Y		Y	N	Y	Y	N	N		Y	Y	Y

Figure 5.

Assistance (Figure 5) for federally declared disasters as a major program in each of the last five (5) fiscal years, at a minimum. The compliance requirements that are routinely audited for the FEMA PA program are shown in the matrix above and include eligibility and allowability of costs, as well as procurement requirements under 2 CFR § 200 of federal regulations. In our experience, these are the two main areas of focus with regard to issues noted during the validation. Other emergency management-related federal grant programs, such as HMGP, BRIC, FMA and CDBG-DR are evaluated annually for inclusion as a major program in each client’s Single Audit. We have included our experience providing these services for FEMA Region VII clients in Table 5.

**Audit Experience for Government Entities (Prior Three Years)**

Entity Type	Client Name	Service Years	Single Audit
School District	Kansas City Public Schools, Missouri	2007 - Present	✓
	North Kansas City School District	2007 - Present	✓
Special Districts and Authorities	Kansas City Area Transportation Authority, Missouri	2006 - 2023	✓
City and County Governments	City of Blue Springs, Missouri	2012 - Present	✓
	City of Springfield, Missouri	2016 - Present	✓
	Platte County, Missouri	2011 - Present	✓
	City of Lawrence, Kansas	2018 - Present	✓
	City of Leawood, Kansas	2022 - Present	✓
Governmental Pension Plans	Jackson County, Missouri Revised Pension Plan	2012 - Present	✓
	KCATA Union Employees' Funded Pension Plan	2012 - Present	✓
	KCATA Retirement Plan for Salaried Employees	2006 - Present	✓
	City of Springfield, MO Police and Fire Pension Plan	2016 - Present	✓

Table 5.

**DCMC Narrative Projects**

City of Lincoln, Nebraska	After the March 2019 spring floods, the City of Lincoln, LTU Water Department, and Lincoln Water System (LWS) engaged the DCMC Team to provide Professional Services and FEMA Administrative Services to assist in the City’s recovery of its damaged water utility infrastructure.
	DCMC provided recovery program subject matter expertise and developed, submitted, and managed recovery grant applications in compliance with federal regulations. The DCMC team assisted the City in gathering documentation to support damages and preparing and uploading all required documentation for the Request for Reimbursements (RFRs) to the FEMA Grants Portal. They maintained a summary of projects spreadsheet to include all projects’ final cost, amounts requested for reimbursement, amounts paid by both the State and insurance, and remaining monies due.

	<p>In collaboration with the City, LTU Water Department, and LWS, DCMC facilitated the project development for more than fifteen (15) projects funded with FEMA Public Assistance program funds, with an overall cost that resulted in approved funding of more than \$8M. Among those were four Category F (Utilities) projects for the City of Lincoln, totaling over \$7M. These permanent work projects aim to restore sewer and potable water to pre-event conditions. Some of the tasks have been to redo pipes damaged by the event and lay down new connections to aid with the restoration of the utilities infrastructure. In addition, with DCMC’s assistance, the City received over \$2M in 406 mitigation project funding to prevent future damage to its water utility infrastructure.</p> <p>Throughout the process, we verified accuracy through a pre-audit format before submission and reviewed documentation to ensure projects remained within the original scope of work as provided in EMMIE. We successfully coordinated the closeout process with the City through Nebraska Emergency Management and worked closely with the State Auditor to resolve any issues.</p>
<p>Florida Division of Emergency Management</p>	<p>The State of Florida faced catastrophic losses due to Hurricane Sally, the most destructive storm to strike the Alabama-Florida border region in nearly twenty years. As a result, the Florida Division of Emergency Management (FDEM) hired the DCMC Team in December of 2020 to provide disaster recovery support related to Hurricane Sally damages.</p> <p>Under the Hurricane Sally declaration, the DCMC team has assisted 91 applicants. DCMC has also worked on 726 projects currently processing through FEMA’s Grants Portal, 706 of which have been obligated, totaling over \$205M. The DCMC team has processed Requests For Reimbursement (RFRs) totaling over \$151M on over 600 projects, \$149M of which has already been fully approved and released to applicants. 177 projects have already been submitted for closeout with obligations totaling \$136M. DCMC’s PA Staff work directly with the applicants to process these projects, from initial formulation through closeout. The team engages with FEMA and applicants to guide the applicants through the process and maximize funding.</p>
<p>Puerto Rico’s Central Office for Recovery, Reconstruction and Resiliency</p>	<p>Beginning in 2018, Puerto Rico’s Central Office for Recovery, Reconstruction, and Resiliency engaged the DCMC Team to support Puerto Rico’s response and recovery from Hurricanes Irma and Maria. In the immediate aftermath of these hurricanes, the DCMC Team was tapped to help the government navigate the myriad of complex response issues in the short term and preposition the agency to take optimal advantage of billions of dollars of FEMA Public Assistance (PA) and Hazard Mitigation Grant Program (HMGP) funding as well as leverage HUD’s Community Development Block Grant Program for project cost-sharing through a comprehensive global match strategy. The team established a management structure for grant activities, implemented new grant management software to track the billions of dollars of funding expected from these disasters, and managed and reviewed documentation to justify reimbursement. In fewer than six months after the island was utterly devastated, the DCMC Team supported processing approximately \$573M in obligated funds. The team increased that to over \$2B by the end of the first year. To support the island’s sustainable long-term recovery, DCMC was also actively engaged in helping Puerto Rico to fulfill its goal of building back better and stronger through the development and adoption of the most recent iteration of the International Building Code (IBC), advisory base flood elevation adoption, island wide hazard mitigation plan development, and the creation of a robust code enforcement and training program.</p> <p>In 2021, as long-term recovery efforts intensified, Puerto Rico tasked the DCMC Team with helping its municipalities, universities, hospitals, private non-profits, and Commonwealth agencies develop nearly \$5.3B in HMGP project applications. Tasks included scope of work development, budget and cost estimate creation, benefit-cost analysis, GIS mapping, environmental review, request for information response development, and project appeals. This 30%+ over submission of the available grant funding ensured Puerto Rico would retain maximum flexibility and access to the allocated grant funding under the HMGP. Submitted projects included generators, microgrids, floodwalls, saferooms, culverts, bridges, seawalls, wind and seismic structural retrofits, landslide and</p>

soil stabilization projects, and large-scale improvements to the island’s electrical generation plants. In addition, we provided strategic programmatic guidance to ensure Puerto Rico can optimally leverage HMGP funding, Public Assistance funding, and HUD’s Community Development Block Grant-Disaster Recovery and Mitigation funding to bring Puerto Rico’s vision for long-term recovery to fruition.

Table 6.

**SUBCONTRACTORS**

**1.9**

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

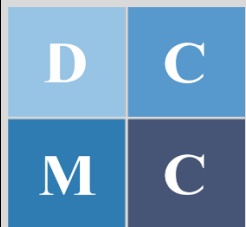
- i. name, address, and telephone number of the subcontractor(s),
- ii. specific tasks for each subcontractor(s),
- iii. percentage of performance hours intended for each subcontract; and
- iv. total percentage of subcontractor(s) performance hours.

**No Response Required:**

To supplement our team, RSM is expanding our relationship with DCMC Partners. RSM and DCMC have forged a successful working relationship, partnering to provide emergency management grant management services in the State of Utah. That same partnership of RSM’s vast grant management and compliance expertise with DCMC’s extensive mitigation experience is what we are purposing for the State of Nebraska.

This combination of firms would allow NEMA to experience the best of both worlds – a team of qualified, compliance and performance consultants, complemented by deeply experienced hazard mitigation, disaster recovery and resiliency subject matter specialists.

As the full scope of work under this solicitation is not known and will be determined on a Task Order basis, exact percentages and hours of work assigned to DCMC members of the team will be confirmed and negotiated when and if a Task Order is issued. However, as the primary contractor, RSM team members will be responsible for the majority of work completed under any Task Order with DCMC serving a supporting role.



DCMC Partners (DCMC) is a limited liability company founded in 2014, providing crisis and program management consulting services. As of 2020, DCMC is part of LEMOINE. DCMC’s emergency management experts—from its founding partners to the recovery specialists—has a more than 35-year track record of helping clients across the nation, including states, local governments, schools, utilities, healthcare providers, and other private nonprofits, successfully address the disaster recovery process. DCMC provides its clients with expertise in all areas of disaster recovery, including preparedness, response, recovery, long-term recovery planning, mitigation, resiliency, insurance, grant management, and appeals. When supporting clients through the recovery process, DCMC draws on experience that includes involvement in nearly every significant disaster in the U.S. since the early 1990s.

DCMC’s unmatched success in delivering support to clients draws upon its extensive experience with federal recovery programs, including FEMA’s Public Assistance and Hazard Mitigation programs. Many of DCMC’s team members are former policy makers and program professionals at the federal level. They are intimately familiar with the laws and regulations governing disaster recovery, and they understand how the federal government has changed, implemented, and enforced these regulations over the years. Program eligibility and reimbursement rules are often complicated, and retaining funding requires that applicants justify their eligibility, go through the proper reimbursement process, and implement cost-effective mitigation measures. DCMC supports clients at every step of this process.

DCMC’s emergency management experience spans a full spectrum of project scope and client size. DCMC’s experts have worked many of the largest and most complex disasters in U.S. history, including Hurricane Helene; Hurricane Beryl in Texas; Hurricanes Milton, Idalia, Ian, Nicole, Michael, Katrina, and Rita in Florida; Hurricane Ida in New York and Louisiana; Hurricanes Laura, Sally, and Delta throughout Louisiana and Alabama; the nationwide COVID-19 Pandemic; Hurricanes Irma and María (working for the Commonwealth of Puerto Rico); 2016 floods in Louisiana; Midwest Floods of 2008; Hurricane Sandy; BP Oil Spill; Hurricanes Gustav and Ike (working with the Cities of Galveston and Houston, and the University of Texas Medical Branch-Galveston); and Hurricanes Katrina and Rita (working for the State of Louisiana), among others.



Figure 6.

**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:**

**Why RSM? Our compelling value proposition**

RSM has a dynamic group of professionals committed to serving government clients and providing the services and tasks outlined in the scope of work. RSM’s public sector bench strength is shown in Figure 7, highlighting the deep pool of experienced professionals serving state and local governments across the nation that your RSM Team can leverage to support NEMA. Your RSM Team dedicates 100% of their time to serving government services organizations, including public safety and emergency management agencies at the state and local level.



Figure 7.

To fully serve you, your RSM Team is led by a CPA and Certified Fraud Examiner, supported by grant administration specialists, fraud examiners and internal auditors who are familiar with these programs. This includes FEMA Public Assistance across multiple versions of PAPPG, the new PA delivery model from 2017, and the more simplified processes that began in 2022 as well as FEMA Individual Assistance and Hazard Mitigation Grant Programs.

Jill Reyes is a CPA with over 20 years of experience serving State and Local governments and specializing in Large Project Closeouts. Jill also serves RSM as the National Grants Management Practice Lead. Working closely with Jill is Joel Anderson, also a CPA, Joel leads our Midwest Region Grants Management practice. Jill and Joel, in conjunction with dedicated disaster recovery professionals, including Ryan Ecker, Elizabeth Johnson, and Regina Oliver bring not only FEMA PA and IA knowledge but also 2 CFR 200 and OMB guidance expertise. Your RSM Team includes highly experienced professionals, educators in their fields, and national leaders.

Our team is supplemented by our subcontracting partner DCMC, a recognized national leader in emergency management, homeland security, program management and cost engineering. Across the entire team, we have members deeply rooted in the areas impacted by recent natural disasters and highly experienced in grant administration across the country.

**Industry specific knowledge with specialized focus**

Emergency Management is in a time of great change. The shape of federal funding and FEMA in the near future is as yet unknown. However, as RSM has professionals dedicated to this industry, we monitor and analyze trends within emergency management as well as compliance matters, financial reporting issues and regulatory changes. Members of your RSM Team leadership have participated at the national, regional and local level in industry events, discussing hot topics including Federal grant compliance. This focus on emergency management means our team is at the forefront of emerging trends in the industry as evidenced by our regular attendance and participation at the National Emergency Management Association (NEMA) Annual Forum and various state and local emergency management conference across the country. This forward focus means your RSM Team is prepared to support NEMA and the State of Nebraska not just today but in the future, no matter how the disaster response and recovery landscape changes.

In addition to our involvement in the broader emergency management ecosystem, we have front-line knowledge of industry innovations as well as recent FEMA developments such as 428 PA Alternative Procedures (PAAP) projects, the increase to the small project threshold, expedited projects, 406 mitigation and the simplification to the overall FEMA PA process. We proudly sponsored several emergency management conferences, including NHC, GHC, FEPA, NEMA and FTEM. Conferences are attended by our team leads, to help ensure our team is well-prepared to focus on the FEMA objectives and maintain a forward-looking perspective.

**Focus on the Midwest region**

As a full-service assurance, tax, and consulting firm, we have the ability to draw from subject matter professionals in all areas of our practice to support the project and any complex or emerging areas. Our Region VII Practice has been **servicing the Midwest marketplace for 98 years**. RSM has ten offices in Region VII—more than most other professional services firms in the region. In addition, as most of your RSM Team is located within the Midwest, we are able to co-locate to Lincoln, utilizing any space allotted by the Agency, within two business days, at your request.

We have nearly 1,400 professionals and staff based in Region VII. The governmental/not-for-profit sector is one of our largest dedicated industry segments in the Midwest. Our offices have a strong government and not-for-profit client base with a significant emphasis on state and local government. Your RSM Team's leaders—Jill, Ryan, Elizabeth, Regina and Joel – serve your industry and state agencies 100% of the time. Jill has been serving government clients for more than 23 years.

However, our experience is best demonstrated not by what we say about ourselves, but by what our clients say about us and our work. Throughout this response you will find statements from clients and sub-recipients with whom we've worked, including Figure 8.

***“Your team’s diligence sets a high standard and serves as a model for other vendors. Please accept our sincere thanks and appreciation for the excellence you bring to this partnership.”***

**- FDEM Recovery Senior Staff**



Figure 8.

Table 7, below is a representative list of some of these clients, specifically current and former Midwest-based government clients:

County and Municipal Governments and Agencies		
<ul style="list-style-type: none"> <li>• Adams Dairy Landing CID</li> <li>• Woods Chapel CID</li> <li>• Central Iowa Water Works (CIWW)</li> <li>• Sunset Plaza CID</li> <li>• North Blue Springs CID</li> <li>• Leawood Firefighter’s Relief Association</li> <li>• City of Riverdale, Iowa</li> <li>• Adams Farm TDD</li> <li>• Fall Creek CID</li> <li>• White Oak CID</li> <li>• Downtown CID</li> <li>• City of Council Bluffs Iowa</li> <li>• City of Bettendorf</li> <li>• Nebraska City Public Library</li> <li>• Des Moines Independent Comm School District</li> <li>• City of Des Moines Iowa</li> <li>• City of Excelsior Springs Missouri</li> <li>• Polk County Iowa</li> <li>• Iowa City Community School District</li> <li>• Cedar Rapids Community School District</li> <li>• City of Columbia Missouri</li> <li>• The School District of Nebraska City Missouri</li> <li>• United Way of East Central Iowa</li> </ul>	<ul style="list-style-type: none"> <li>• City of Davenport</li> <li>• City of Dubuque</li> <li>• City of Maquoketa</li> <li>• City of Mason City</li> <li>• Des Moines Area Regional Transit Authority</li> <li>• Keokuk Housing Authority</li> <li>• County of Scott</li> <li>• Lee County Iowa</li> <li>• Linn County</li> <li>• Des Moines Water Works</li> <li>• Heartland Area Agency 11</li> <li>• City of Atalissa</li> <li>• City of Springfield Missouri</li> <li>• Des Moines Water Works Pension Plan</li> <li>• Jackson County Missouri Revise Pension Plan</li> <li>• Nebraska City Area Transportation Authority</li> <li>• Scott County Kids</li> <li>• Asbury Community Fire Department</li> <li>• City of Topeka Nebraska</li> <li>• City of Donnellson</li> <li>• Des Moines County Iowa</li> <li>• St Charles City-County Library District</li> <li>• The Nebraska City Zoological District</li> </ul>	<ul style="list-style-type: none"> <li>• City of Lee’s Summit Missouri</li> <li>• LeeComm</li> <li>• Cerro Gordo Department of Public Health</li> <li>• City of Waterloo Iowa</li> <li>• Platte County Missouri</li> <li>• City of Riverside Missouri</li> <li>• City of Blue Springs, Missouri</li> <li>• City of Lincoln Nebraska</li> <li>• Nebraska City Area Trans Authority-Pension Plan</li> <li>• City of Shawnee Nebraska</li> <li>• Metro Waste Authority</li> <li>• Cerro Gordo County</li> <li>• City of Springfield, Missouri Pension Plan</li> <li>• Shawnee County Nebraska</li> <li>• Lancaster County Nebraska</li> <li>• KCATA Union Employees’ Funded Pension Plan</li> <li>• Iowa State University of Science and Technology</li> <li>• City of Omaha Nebraska</li> <li>• City of Cedar Rapids</li> <li>• City of Pella</li> <li>• Burlington Public Library</li> <li>• Euclid South Community Improvement District</li> <li>• City of Leawood, Nebraska</li> </ul>
State Agencies	Quasi-Governmental	
<ul style="list-style-type: none"> <li>• Iowa Department of Health and Human Services</li> <li>• State of Iowa – Department of Education</li> <li>• Missouri Housing Development Commission</li> <li>• Iowa Public Employees’ Retirement System – IPERS</li> <li>• Iowa Finance Authority</li> <li>• Cerro Gordo Department of Public Health</li> <li>• State of Iowa – Office of Auditor</li> <li>• Iowa Workforce Development</li> <li>• Iowa Economic Development Authority</li> <li>• State of Iowa – Department of Management, Division of IT</li> <li>• State of Iowa – Department of Administrative Services</li> </ul>	<ul style="list-style-type: none"> <li>• Casper Facility LLC</li> <li>• Golden Facility LLC</li> <li>• Brive Facility LLC</li> <li>• Magnolia Water Utility Holding Company, LLC</li> <li>• Gilbertsville Real Estate LLC</li> <li>• Cogent, Inc.</li> <li>• Bluegrass Water Utility Holding Company, LLC</li> <li>• FH Cogent LLC</li> <li>• 412 Redbud LLC</li> <li>• Gilbertsville Real Estate LLC</li> <li>• McBride Real Estate LLC</li> <li>• Leonine LLC Lindsay Corp</li> <li>• Luxair Aviation, LLC</li> <li>• RJS, LLC</li> <li>• IEC Hotel Corporation</li> <li>• Moov Money Inc</li> </ul>	

Table 7.

**Commitment to serving government entities**

RSM considers public sector one of its primary national focus industries. This sector includes states, counties, cities, various authorities, municipalities, school systems, universities, and other governmental entities, in addition to not-for-profit organizations. Our national state and local government industry practice includes a significant number of partners, principals, directors, managers and associates who are committed to handling the complex needs of government services entities.



Through our services to more than 2,500 public sector clients nationally, including over 500 governments, we understand the challenges faced by government agencies and organizations and can get out in front of those issues for you. As a result, we have a wealth of experience with functions similar to the services that you are seeking. RSM currently serves or recently served state agencies in Arizona, Florida, Georgia, Hawaii, Illinois, Indiana, Iowa, Maryland, Missouri, Massachusetts, New Jersey, North Carolina, Oregon, South Carolina, South Dakota, Tennessee, Texas, Vermont and Virginia.

In summary, if NEMA were to choose RSM to serve your Grants Management and Disaster response needs, we believe you will receive the following as highlighted in Figure 9:



Figure 9.

- **Proactive insights**—Our proposed team knows your industry, as well as regulatory hot buttons, and will, therefore, be able to navigate sub-recipients through the guidance proactively versus reactionary.
- **Focus and attention**—The Agency fits squarely in our focus and will continue to be an important client for our firm and Florida-based grants management practice. We will strive to continue to exceed your client service expectations.
- **Value**—We believe that our team, approach and fees combine to maximize quality and effectiveness at a reasonable price point.
- **Unique perspective**—Several members of our proposed team not only provide technical assistance, monitoring, compliance and performance review services on behalf of clients, but also act as subject matter professionals on regulatory and Federal compliance matters nationally. This affords the perspective to truly understand oversight agency expectations and helps to provide better advice regarding the design of procedures, evaluation of internal controls and definition of acceptable levels of documentation, etc.

**Strategy Driven Approach Tailored to NEMA Needs**

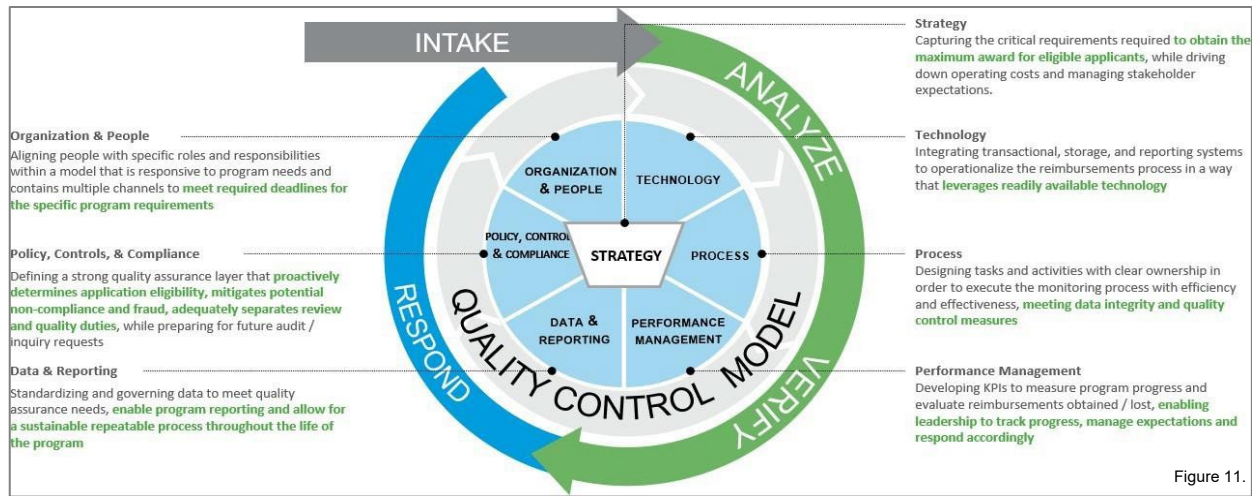
Due to your RSM Team’s experience providing grant management services for State and municipal governments, our team has extensive knowledge of federal grant requirements, Code of Federal Regulations (2CFR) eligibility criteria, and FEMA program documentation requirements and systems, including Grants Portal, FEMAGo and several State-run web portals. This expertise combined with RSM’s commitment to delivering **The Power of Being Understood®** informs our approach to providing quality, strategy driven grant management services tailored to NEMA’s needs. This experience-informed, tailored approach is summarized below in Figure 11.

*“I have enjoyed working with you and your team [through] all of the difficult topics and timeline. You have been very fair and knowledgeable of the rules within which we all have to operate.”*

**-Subrecipient FEMA PA**



By leveraging the resources of a national firm, bringing together the right people with the right experience and expertise, working collaboratively with NEMA to determine your specific areas of focus, your RSM Team will develop an execution strategy unique to NEMA that's based in industry best practices with a focus on NEMA strategic goals, quality control, and timely reporting.



### Quality Assurance / Quality Control

RSM utilizes subject matter experts and technical leads, such as Becky Mouring, a former Florida Division of Emergency Management Compliance Supervisor, as part of our rigorous QA/QC process to ensure quality and consistency on all deliverables. All sub-applications will be evaluated for allowability, reasonableness, and allocability under 2 CFR 200.403 to .405, confirming documentation sufficiency and verifying procurement methods, bid solicitations and tabulations, cost/price analyses, scope conformance, mandatory clauses, and permitting requirements. Request for Reimbursement (RFR) workbook(s) are created in collaboration with sub-applicants and sub-recipients as are Final Inspection Reports (FIRs) once projects are ready for closeout. Review and validation of project documentation will be carried out by our experience team of emergency management professionals, utilizing tailored checklists and guides aligned to each specific grant's federal requirements and FDEM specifications.

RSM will deliver accurate, on-time, and audit-ready deliverables to support reimbursements and closeouts for NEMA and sub-recipient's across Nebraska. By leveraging subject matter experts, and a robust QA/QC process consisting of multiple levels of review as well as the use of tested, standardized tools, RSM will accelerate reviews, strengthen sub-applications, and ensure timely reimbursements and closeouts.

### Project Management and Reporting

Each of RSM's grant management projects is assigned a dedicated project management professional with experience in federal grant administration to ensure your RSM Team is in alignment with NEMA strategic goals, high quality work is completed timely, and required reporting is both accurate and on time, every time. From review of the solicitation your RSM Team understands the expectation of and is prepared to deliver weekly timesheets, monthly invoices, and the weekly and monthly status reports outlined in Figure 12.

To facilitate efficient workflow management and accurate reporting, RSM combines industry leading technology tailored to fit NEMA needs with boots on the ground grant management experience to ensure reporting is in alignment with federal grant programs.

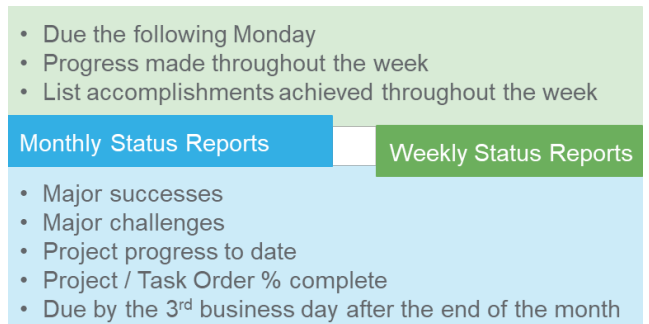


Figure 12.

[ER Assist for Workflow Management](#)

ER Assist is a proprietary software developed with federal compliance in mind that interfaces directly with FEMA Grants Portal and many other emergency management systems to ensure transparency and accuracy. RSM utilizes ER Assist to capture incoming projects, manage workflow assignments, and monitor project status. Because our workflow management system can integrate seamlessly with federal and state systems, we can ensure immediate assignment of incoming projects, monitor workflows and processes to ensure timely follow ups and completion. In addition, ER Assist is utilized for work paper storage and management, allowing instant access to in progress work papers to enable collaboration between team members. ER Assist is also utilized for time entry and configured to produce FEMA compliant time detail reports which can be leveraged by State level agencies seeking FEMA reimbursement. This combination of functions allows ER Assist to act as a one-stop shop for our team's efforts, driving efficiency throughout all phases of project execution.

*PowerBI and Smartsheet for Reporting*

PowerBI is the most powerful analytics tool available, leading the analytics and business intelligence industry worldwide. RSM leverages project managers well versed in PowerBI to build fully customizable reporting solutions that highlight key data important to NEMA. We understand that NEMA utilizes Smartsheet for Quarterly Reporting. RSM has extensive experience leveraging Smartsheet and Smartsheet Forms to assist State agency clients in collecting critical grant information to produce quality, reportable data. In addition, members of your RSM Team have significant experience transforming Smartsheet outputs with PowerBI's advanced analytics tools to provide enhanced and tailored reporting. Figure 13 is a high level example of PowerBI's capabilities, showcasing the status of grant funds at increasing granular levels, beginning with a Cumulative view, then breaking down into a grant-by-grant and project-by-project view.

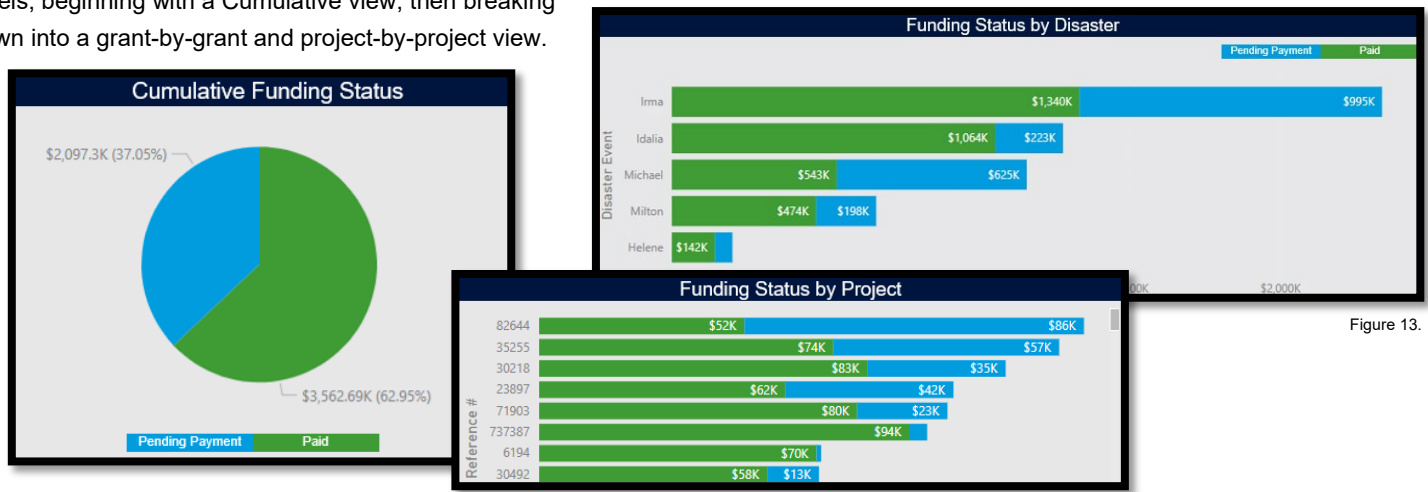


Figure 13.

## Public Assistance Approach

Emergency management and disaster response and recovery are ever changing landscapes which require agility and vigilance to navigate. RSM's integrated, flexible team of professional staff are dedicated to emergency management and possess the expertise and knowledge to help guide NEMA through any policy changes that may lie ahead.

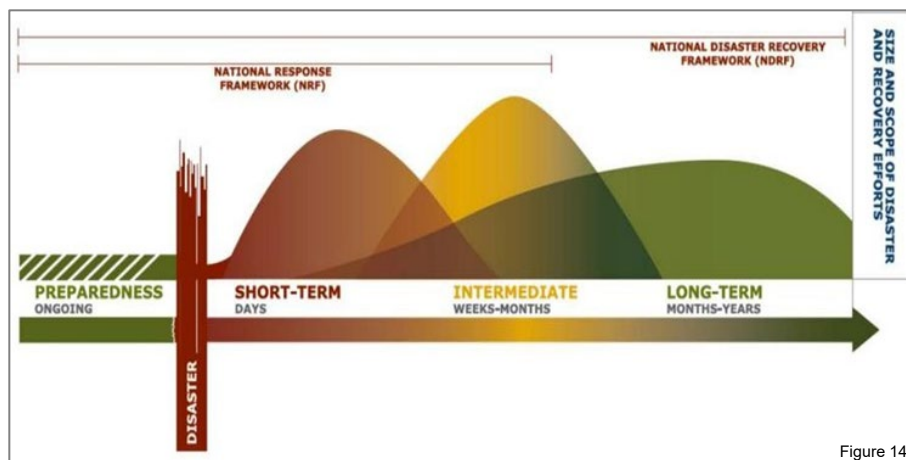


Figure 14.

FEMA's Recovery Continuum (Figure 14) highlights the reality that, for a community faced with significant and widespread disaster impacts, preparedness, response and recovery are not and cannot be separate and sequential efforts. The challenge is to ensure adequate and effective coordination between different efforts and players, as the decisions and outcomes for all phases are interconnected. With near a decade working directly on Federally declared disasters, RSM brings the depth of talent, scale and power to help ensure NEMA makes the best case on behalf of the State when a disaster occurs that requires federal aid. This experience is exponential when considering our teaming partners.

Specifically, your RSM team will work alongside NEMA staff to:

- **Prepare** case scenarios prior to an event,
- **Gather** impact data immediately after an event occurrence,
- **Present** the justification case to appropriate federal stakeholders, and
- **Provide** project management for the administrative disaster declaration process

A Presidential Disaster Declaration (PDD) which provides the State with the tools needed to ensure success in all stages of recovery is predicated on timely development and deployment of the above four initiatives. RSM's subject matter resources will work alongside NEMA management and staff to create and maximize various case scenarios for likely impacts based on data from historical events. When disaster does strike, our teams on the ground will be immediately ready to deploy to impacted areas to gather uniform, actionable data on most impacted and distressed areas of the State, highlighting critical factors such as mass infrastructure weaknesses and most vulnerable population impacts. When NEMA is ready to take the case to federal stakeholders, RSM will be at your side to provide practical guidance and advocate on the States's best interests. Finally, our subject matter resources will work alongside NEMA around the clock to expedite the completion of forms in the most accurate, data-driven way possible.

### *Damage Assessment and SOW Development*

Transitioning from response to recovery is a progressive process, with different components of specific efforts truncating and evolving depending on different funding streams, management approaches and specialist delegations. This means recovery management is vital to success, and an accurate assessment of damages which shows a clear relationship between the damage and the disaster event is a key component of successful recovery management.

FEMA defines the term scope of work as “the work that is necessary to repair the damage or replace the facility.” For grants and projects both large and small, the cost estimate submitted by the sub-recipient is based on the scope of work. It is imperative for the scope of work development to be accurate, thorough, inclusive, detailed and based on solid reasoning.

Our professionals have assisted with understanding and potentially updating (through project amendment) thousands of scopes of work. We know how to frame the project, what documentation is needed to garner approval and which laws, regulations and policies apply to each specific situation.

#### *Maximizing Assistance*

The RSM team has formulated, managed, funded, closed and audited thousands of project worksheets ranging in all categories of work; small and large. From day one, we create project tools to collect all supporting documentation and manage the project from formulation through to final closeout and audit, including the identification of potential hazard mitigation opportunities.

NEMA will benefit from RSM’s broad range of disaster response and recovery experience, and the team will work with NEMA to leverage that experience into a customized, statewide resource-maximization methodology. We will be diligent in tracking time accordingly and work with the State to facilitate requests for other funding sources wherever possible, while also paying mind to possible duplication of benefits.

Our collective team has prepared and submitted thousands of PWs on behalf of our clients and advanced multi-millions of dollars on behalf of sub-recipients in disaster-related recovery efforts, and through that experience we have developed strategic approaches that can be tailored to the State’s needs to drive efficiencies and maximize reimbursement.

#### *Recipient grant review and reconciliation*

One key area of differentiation that has driven efficiencies and reduced costs in RSM’s approach is assignment of PWs to specialists and consultants for validation from start to finish. This allows for continuity, economies of scale and consistent communication with the sub-recipients. Instead of dividing individual PWs into a variety of tasks to be performed by multiple staff with different skillsets and experience, RSM’s team of skilled, holistic professionals can be assigned based upon current workload, complexity of the PW and sub-recipient (i.e., keeping PWs for the same sub-recipient assigned to the same specialist(s) or lead whenever possible), etc.

As a result, projects are historically assigned to a consultant/specialist, based on a variety of factors (sub-recipient, PW category, workload, etc.) and that person will perform all associated activities, including pre-obligation activities, post-obligation activities such as project validation, RFI requests, correspondence with sub-recipients and site visits, as needed; creation and monitoring of requests for reimbursement, quarterly progress reports; and assists with initial closeout documentation before transitioning to a closeout specialist(s). Our validation process allows for a seamless transition to closeout.

Our senior consultants supervise and review the work of all validation personnel and assist with the preparation of status reports and attend status meetings. Senior consultants may also validate PWs for complex matters or assist with validation of time sensitive PWs that may require special attention. In addition, they monitor the overall project status, observe and disseminate project guidance, develop and deliver training and provide support directly with sub-recipients on specific PW or compliance matters or corrective actions, where needed. Senior consultants also review specific PWs, prepare and review deliverables and attend meetings as required.

Our approach to alleviate the burden includes working directly with the sub-recipient to confirm the status of their small and large projects and obtain proof the approved scope of work was completed to initiate project-level closeout, as warranted. Regardless of activity, this continuity allows for a more streamlined process. We believe this is an efficient and effective way to optimize performance and control costs.

#### *Debris management*

RSM has extensive experience with the documentation requirements and potential eligibility issues that accompany debris management and removal. We have also provided training to sub-recipients on the requirements of Cat A projects for compliance purposes and worked with agencies to update policies and procedures for distribution to sub-recipients. We understand that creating or updating a debris management plan is the first step. This plan pre-identifies all key components, communications materials and operational framework by which debris will be

approached. If not already selected, our team can work with the State to identify and procure on-call debris management contractors while as well as perform debris monitoring. It is critical for reimbursement that anytime a contracted debris management firm is used, a debris monitor is also engaged to ensure compliance with federal regulations and prevent fraud. The core approach to these operations is a highly trained management team, local monitoring staff and engagement of technology to ensure overall compliance. Policy Guide (PAPPG) documents.

#### *Appeals*

If necessary, and as requested, where disputes arise with FEMA, RSM would perform the necessary research and prepare the appeal in support of the sub-recipient's position. In the event these efforts proved unsuccessful, we would prepare and file administrative appeals or arbitrations from adverse determinations. RSM will work with NEMA to help ensure compliance with the 60-day FEMA regulatory appeal timeline is met, as well as any other regulatory appeal timelines requested.

Although appeals are submitted as a last resort, they are an important part of the FEMA programs. Because the appeal process can add months, even years, to the timeline of the project, we will make every effort to help ensure clear and ongoing communication and to proactively identify contentious issues. We will work towards swift resolution of the issue and make every effort to clarify any misunderstandings before a time-consuming appeals process. When appeals do become necessary, our team has the experience, knowledge and expertise to articulate the problem, provide presence and continuously monitor the situation until a decision is provided. We possess significant experience with the Federal appeals process, including preparing appeals when necessary. As issues arise, we will work with all parties involved to identify mutually agreeable strategies. Only after all avenues are exhausted will we develop an appeal, leveraging documentation and subject matter experience in programmatic policy to develop a sound argument.

**2.2 Describe bidder's process for providing IA technical services.**

**Response:**

**Individual Assistance Approach**

RSM understands that FEMA's Individual Assistance (IA) programs require rapid coordination, empathetic communication, strict adherence to federal policy, and seamless collaboration between state, local, and federal partners. While the State's role in IA is primarily coordination, information sharing, and supporting local implementation, NEMA requires a contractor capable of providing technical expertise, surge staffing, and end-to-end support throughout the IA lifecycle. RSM is prepared to deliver that support through an experienced team deeply familiar with FEMA's Individuals and Households Program (IHP), Disaster Case Management (DCM), Crisis Counseling (CCP), Disaster Unemployment Assistance (DUA), and related IA functions.

*Preparedness and Pre-Incident Readiness*

RSM's approach to Individual Assistance (IA) begins well before a disaster strikes. Our team collaborates with NEMA to evaluate and strengthen the State's readiness by reviewing IA-related procedures, templates, job aids, and public information materials to ensure they align with FEMA requirements. We support NEMA's integration of IA considerations into broader planning efforts—such as mass care, sheltering, voluntary agency coordination, and unmet needs assessments—to ensure the State is positioned to collect the right information after an incident. This proactive readiness work ensures NEMA can effectively support a request for a Presidential disaster declaration that includes IA programs and provides a strong foundation for rapid activation when needed.

*Post-Disaster Activation and Initial Program Coordination*

Immediately following an event, RSM provides surge staffing and technical expertise to support NEMA's coordination role under FEMA's IA framework. Our team assists with organizing and validating household-level damage information submitted by counties and local emergency managers, ensuring the data accurately reflects the extent of community impacts. During joint Preliminary Damage Assessments (PDAs), RSM works alongside NEMA staff to compile, review, and interpret data in a manner consistent with FEMA expectations, helping the State demonstrate the severity and magnitude of impacts on individuals. Following a declaration, RSM supports the establishment and operation of Disaster Recovery Centers (DRCs)—whether in person or virtual—helping ensure clear, consistent communication to survivors and identifying trends or recurring concerns that require coordination with FEMA IA leadership.

*Administration of FEMA IA Programs and Ongoing Compliance Support*

Once IA programs are activated, NEMA must coordinate, monitor, and document its responsibilities across a wide range of assistance offerings. RSM helps the State manage these responsibilities by supporting communication with FEMA, validating the accuracy and consistency of information shared with federal partners, and ensuring that program requirements are understood by local jurisdictions. Our team brings proven experience with the full suite of IA programs, including the Individuals and Households Program (IHP), Housing Assistance (HA), Other Needs Assistance (ONA), Crisis Counseling Program (CCP), Disaster Case Management (DCM), Disaster Unemployment Assistance (DUA), and other services provided through federal and voluntary agency partners. Although the State does not determine individual eligibility, our team supports NEMA's critical role in tracking operational issues, assisting with applicant inquiries that require state-level intervention, and maintaining clear, comprehensive documentation throughout the program lifecycle.

*Long-Term IA Support, Case Management, and Closeout*

As recovery transitions from immediate assistance to long-term support, RSM assists NEMA with the coordination and integration of services such as Disaster Case Management, unmet needs committees, long-term recovery groups, and voluntary agency coordination. We help structure and maintain audit-ready files that support compliance with FEMA's IA requirements, and we assist in preparing required reports, validating supporting documentation, and compiling materials needed for State or federal program closeout. RSM's work with the State of Iowa—where we support both Non-Congregate Sheltering under PA and Disaster Case Management under IA—demonstrates our ability to manage complex, multi-program coordination on behalf of a state emergency management agency. This experience directly translates to

NEMA’s needs, ensuring that IA activities remain compliant, well-documented, and fully aligned with federal expectations throughout every phase of recovery.

*A Proven Framework for NEMA*

Through structured readiness efforts, rapid post-disaster activation, disciplined documentation management, and long-term program support, RSM delivers a comprehensive IA approach that meets NEMA’s responsibilities across the full lifecycle of Individual Assistance. Our team combines technical expertise, practical field experience, and a deep understanding of FEMA’s IA programs to help Nebraskans receive timely, accurate, and compassionate support in the aftermath of a disaster.

<b>2.3</b>	<p><b>Describe bidder’s process for providing HMGP technical services.</b></p> <p>The bidder should address the following:</p> <ul style="list-style-type: none"> <li>i. Bidder’s process to review applications for eligibility and completeness to FEMA approval</li> <li>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</li> <li>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)</li> </ul>
------------	---

**Response:**

**Hazard Mitigation Approach**

RSM’s approach integrates disciplined project lifecycle management, collaboration with sub-applicants and sub-recipients as well as Agency personnel. The team’s operating model emphasizes accuracy, speed, and transparency, anchored by standardized checklists and a rigorous QA/QC process which can be tailored to suit a wide variety of hazard mitigation grant programs. Further, by partnering with DCMC, your RSM Team will be able to leverage leading hazard mitigation and resiliency subject matter experts.

*Sub-application Management: Post-Disaster and Pre-Disaster*

RSM provides scalable capacity and integrated technical expertise, allowing us to assist throughout the entire HMA Grant Process (Figure 15). Your RSM Team is prepared to facilitate preliminary scoping and prioritization as well as coordinating with Agency personnel and sub-recipients to support work in the field and technical planning necessary to formulate new sub-applications. As requested, your RSM team will conduct meetings and outreach, coordinate with sub-applicants and their communities to identify mitigation opportunities as well as support the performance of benefit-cost analysis (BCA) and sub-applicants with project development for both post incident and pre-disaster hazard mitigation projects.

Your RSM team will provide technical assistance to sub-applicants and sub-recipients throughout the lifecycle of their projects and perform review and validation of complete sub-applications, inclusive of EHP compliance impacts and requirement documentation, designs, plans, maps, budgets, and pre-award documentation. Our team is also prepared to conduct loss avoidance studies for new federally declared disasters and due to our extensive experience with the Agency, RSM understands the importance of a timely pipeline from intake to closeout while maintaining complete, audit-ready records. RSM is also able to support LMS and NFIP prerequisites in coordination with the Office of Floodplain Management.

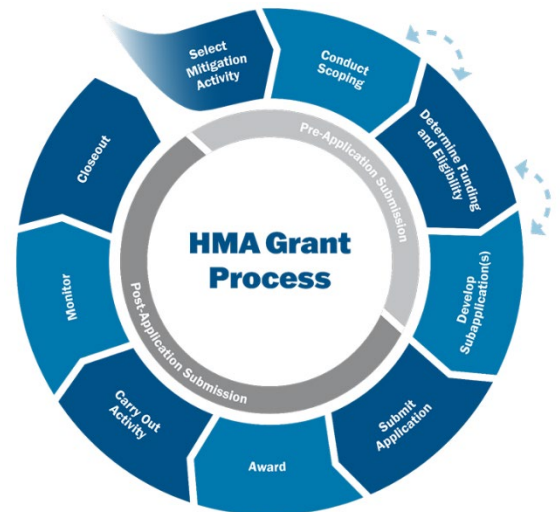


Figure 15.

To facilitate complete and accurate sub-applications, your RSM team will coordinate with sub-applicants and appropriate NEMA personnel to assemble and review supporting documentation outlined in Figure 16 below for completeness and accuracy as applicable to each sub-application:

- Sub-applicant's original, signed application
- LMS endorsement
- Worksheets organized by project type
- Budget workbook(s) and appropriate, associated documentation
- Subrecipient management cost (SRMC) request workbook with corresponding documentation
- Designs, plans, maps, etc. as required based on project specifics
- Pre-award request and supporting documentation as applicable

Figure 16.

Operationally, your RSM team will support NEMA's HMA administration through structured intake, thorough review and validation, file management, regular status reporting, and record maintenance in ER Assist, Grants Portal, and State grants management systems with consistent naming conventions and version control. In addition, as discussed, members of your RSM Team are adept at processing payments, assisting sub-recipients with completion of federally mandated quarterly reporting, and performing project closeout procedures.

#### *Post-Award Project Management*

RSM is adept at timely delivery of quarterly reporting, execution of sub-grant agreements, processing time extensions and amendments, and processing RFRs and FIRs. Furthermore, we have created tailored monitoring tools to provide transparency and live updates on the status and movement of high priority projects or tasks.

Your RSM Team would include experienced professionals who have assisted in processing over 400 time extensions (Figure 17) and over 200 project amendments (Figure 18). As a

 **200+AMDs PROCESSED**  
Figure 18.

result, we understand that FEMA justification requirements have become more stringent, requiring diligence in review of time extension and project amendment requests as well as increased technical assistance and guidance to ensure sub-recipients are properly articulating their needs as well as the root cause driving those needs and providing adequate documentation to support to requests and this increased scrutiny.

 **400+ TEXs PROCESSED**  
Figure 17.

#### *Project Closeout*

With greater focus at the federal level on cost savings and increased efficiency, there is greater pressure on recipients and sub-recipients to increase efficiencies and expedite project closure while maintaining exceptional quality standards. To aid NEMA in meeting these demands, RSM provides a comprehensive and compliance driven closeout process that ensures HMGP, BRIC, and FMA projects are closed accurately, efficiently, and in full alignment with FEMA and NEMA requirements. RSM leverages dedicated closeout specialists to perform an independent review of each project, confirming mitigation measures captured by the project are authorized under the approved scope of work, were completed as designed, and documented in accordance with federal and state standards. This includes validating as built documentation, engineering certifications, final design plans, environmental and historic preservation commitments, procurement compliance, permitting requirements, and any approved scope modifications. The closeout specialist conducts a full reconciliation of mitigation costs, and proactively identifies and resolves discrepancies, potential duplication of benefits, and documentation gaps to minimize FEMA Requests for Information (RFIs) and support clean, defensible closeout submissions.

Once all scope, cost, and EHP verifications are complete, RSM assembles a complete, audit ready HMA closeout package that includes the FIR, detailed cost documentation, special considerations compliance, procurement verification, EHP evidence, and other materials required under FEMA's Hazard Mitigation Assistance Program and Policy Guide. The package undergoes RSM's internal QA/QC process and conclusions are confirmed with the sub-recipient before submission to the State for approval and transmission to FEMA. RSM tracks each closeout through FEMA systems, monitors pending actions, and maintains all required documentation. This structured approach would

ensure that Nebraska's HMA projects proceed to final determination without delays, strengthens documentation for audits or monitoring, and helps sub-recipients and the State efficiently manage remaining funds while advancing long term resilience and risk reduction goals.

#### *HMA Strategy & Environmental & Historic Preservation (EHP) Support*

Your RSM Team brings deep Environmental and Historic Preservation (EHP) expertise and integrates compliance from project inception to closeout. The team ensures alignment with NEPA, NHPA (Section 106), ESA (Section 7), the Clean Water Act, and related Executive Orders, working closely with architects, engineers, environmental specialists, and planners to identify constraints and feasible alternatives early, compile complete documentation, validate permitting pathways, and embed EHP requirements into scopes, schedules, and RFIs to protect the critical path. This integration reduces downstream re-work and accelerates reviews while producing defensible, audit-ready files.

Our professionals bring a history of integrating EHP early to avoid delays; maximizing mitigation opportunities; and improving documentation quality and compliance across multiple states. These capabilities—combined with disaster-relevant project types such as stormwater and drainage improvements, culvert upgrades, wind retrofits, generators and pump station hardening, and critical facility protection—directly support NEMA's mission to reduce disaster impacts statewide.

Across Hazard Mitigation Assistance (HMA) programs—HMGP, BRIC, and FMA—the RSM Team embeds mitigation specialists within recovery teams to identify 404 and 406 opportunities, strengthen proposals, and ensure cost-effectiveness and eligibility. The team develops and validates BCA inputs and narratives using the current FEMA Toolkit, supporting reviews and leadership briefings, and standardizes evidence across project types.

### 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	\$205.00	\$205.00
2.	Senior Advisor for Public Assistance	\$275.00	\$275.00
3.	Public Assistance Program Liaison	\$175.00	\$175.00
4.	Public Assistance Technical Assistance Liaison	\$175.00	\$175.00
5.	Appeals Specialist	\$240.00	\$240.00
6.	Senior Debris Specialist	\$275.00	\$275.00
7.	Senior Advisor for Hazard Mitigation Assistance	\$275.00	\$275.00
8.	Hazard Mitigation Assistance Program Liaison	\$175.00	\$175.00
9.	Hazard Mitigation Assistance Benefit-Cost Analysis Specialist	\$145.00	\$145.00
10.	Hazard Mitigation Assistance Technical Liaison	\$175.00	\$175.00
11.	Lead Individual Assistance Specialist	\$240.00	\$240.00
12.	Individual Assistance Specialist	\$175.00	\$175.00
13.	Closeout Specialist	\$205.00	\$205.00
14.	Disaster Recovery Specialist	\$175.00	\$175.00
15.	Accounting Analyst	\$120.00	\$120.00
Additional Personnel Roles/Titles (Add Rows as Necessary)		Standard Hourly Not-to-Exceed Rate	Overtime Hourly Not-to-Exceed Rate

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Solicitation Number: 124469 O5

File 2 of 4



PROPRIETARY INFORMATION - Chief Financial Officer  
Statement

RSM US LLP

March 3, 2026

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As discussed in the body of our response, as a limited liability partnership, RSM US has no requirement to prepare financial statements for external release. We affirm, however, that RSM has the capacity—both in size and financial strength—to serve our clients. Please see the statement below from RSM's Chief Financial Officer regarding financial strength of our organization.

Further, as the below constitutes sensitive, private financial information, the contents of this attachment and the below letter are considered confidential, proprietary information not for public record.



**RSM US LLP**

333 Thornall Street  
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Edison, NJ 08837


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F + 1 646 885 1630

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June 1, 2025

**PRIVATE & CONFIDENTIAL**

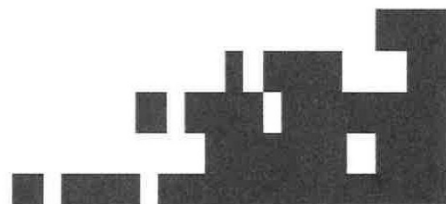
RSM US LLP is a private limited liability partnership. As such, we have no audit requirement, nor do we have a requirement to prepare financial statements for external release. However, to demonstrate the financial strength of the organization, I can state that, as of April 30, 2025, RSM US LLP and its consolidated subsidiaries had working capital in excess of \$620,000,000, net assets in excess of \$795,000,000, and revenues for the fiscal year ending April 30, 2025, in excess of \$4,000,000,000.

  
\_\_\_\_\_  
Jiten Shah  
Chief Financial Officer

Date: 6-5-25

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File 3 of 4

Contract Agreement Form

RSM US LLP

March 3, 2026



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As required by the solicitation please find the below docusigned, contract agreement form.

**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:	RSM US LLP
ADDRESS:	600 Q Sr, Suite 130 Lincoln, NE 68508
PHONE:	+1 321 508 1895
EMAIL:	Jill.Reyes@rsmus.com
BIDDER NAME & TITLE:	Jill Reyes, Partner
SIGNATURE:	<i>Jill Reyes</i>
DATE:	February 25, 2026

<b>VENDOR COMMUNICATION WITH THE STATE CONTACT INFORMATION (IF DIFFERENT FROM ABOVE)</b>	
NAME:	Joel Anderson
TITLE:	Partner
PHONE:	+1 515 237 7430
EMAIL:	Joel.Anderson@rsmus.com

[www.rsmus.com](http://www.rsmus.com)

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Solicitation Number: 124469 O5

File 4 of 4

Solicitation Sections II. - IV.

RSM US LLP

March 3, 2026



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## Table of Contents

<b>Section II. Terms and Conditions .....</b>	<b>3</b>
<b>Section III. Vendor Duties .....</b>	<b>9</b>
<b>Section IV. Payment.....</b>	<b>15</b>

As required by the solicitation please find the below initialed forms.

## Section II. Terms and Conditions

### 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.)
JR		

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 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 (j)(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.

## Section III. Vendor Duties

### 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.)
JR		

#### 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.

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

3. **EVIDENCE OF COVERAGE**  
 The 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.

## Section IV. Payment

### 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.)
JR		

- 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

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.

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