Midwest Assistance Program
serving rural communities since 1979
RCAP NETWORK MEMBER

ORIGINAL

A Midwest Assistance Program Proposal for:
Nebraska Department of Health and Human Services
Division of Public Health

Request for Proposals
Solicitation Number: RFP 5790 Z1
Technical, Financial, and Managerial Instruction and/or Training and Assessments
Assistance to Public Water Systems

OPTION A & B

Submitted to:
Annette Walton/Nancy Storant
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508
Telephone: 402.471.6500
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Submitted by:
Midwest Assistance Program, Inc.
303 N Market St., Ste. 2
Maryville, MO 64468
Telephone: 660.562.2575
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March 23, 2018

A Midwest Assistance Program Proposal for:
Nebraska Department of Health and Human Services
Division of Public Health
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State of Nebraska (State Purchasing Bureau
REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES

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

RFP

SOLICITATION NUMBER	RELEASE DATE
RFP 5790 Z1	February 16, 2018
OPENING DATE AND TIME	**PROCUREMENT CONTACT**
March 26, 2018 2:00 P.M. Central Time	Annette Walton / Dianna Gilliland

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this Request for Proposal (RFP) Number 5790 Z1 for the purpose of selecting a qualified Bidder to provide Technical, Financial, Managerial Instruction and/or Training and Assessments of Nebraska's public water systems for the purpose of achieving/maintaining compliance with the Nebraska Safe Drinking Water Act and Title 179 regulations. A more detailed description can be found in Section V. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar services from other sources now or in the future.

The term of the contract will be three (3) years commencing upon notice to proceed. The contract includes the option to renew for two (2) additional one (1) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

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

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

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

These postings will include the entire proposal or response. Bidders must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously in black ink with the words "PROPRIETARY INFORMATION". The bidder must submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) THE BIDDER MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA. The State will then determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)) The Bidder will be notified of the agency's decision. Absent a State determination that information is proprietary, the State will consider all information a public record subject to release regardless of any assertion that the information is proprietary.

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

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

Any entity awarded a contract or submitting a proposal or response to the RFP agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and

attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or the proposals and responses to the RFP, awards, and other documents.

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GLOSSARY OF TERMS

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

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

Administrative Order: The Department's enforcement tool to direct Nebraska public water systems back into compliance with statutes and regulations.

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

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

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

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

Amendment: A written correction or alteration to a document.

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

Award: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the RFP. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

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

Bid/Proposal: The offer submitted by a vendor in a response to a written solicitation.

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

Bidder: A vendor who submits an offer bid in response to a written solicitation.

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

Business Day: Any weekday, except State-recognized holidays

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

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

Central Processing Unit (CPU): Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

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

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

Commodities: Any equipment, material, supply or goods; anything movable or tangible that is provided or sold.

Commodities Description: Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results.

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

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

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

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

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

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

Contract Period: The duration of the contract.

Contractor: Any individual or entity having a contract to furnish commodities or services.

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

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

Corrective Action Plan: A plan that outlines what is needed to solve a problem and help a community meet its goals. A Corrective Action Plan should include a clear statement identifying the problem(s), a statement of the desired situation going forward, and specific steps to be taken to solve the identified problem(s).

Critical Program Error: Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract.

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

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

Department: Nebraska Department of Health and Human Services, Division of Public Health

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

Enforcement Targeting Tool (ETT) list: a list used by Environmental Protection Agency (EPA) to identify public water systems in need of formal enforcement action.

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

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

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

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

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

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

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

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

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

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

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

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

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

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

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

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

Operating System: The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.

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

Payroll & Financial Center (PFC): Electronic procurement system of record.

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

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

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

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

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

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

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

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

Proposal: See Bid/Proposal.

Proprietary Information: Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serves no public purpose (see Neb Rev. Stat. § 84-712 05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

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

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

Recommended Hardware Configuration: The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent utilized by the State as recommended by the Contractor.

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

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

Request for Information (RFI): A general invitation to vendors requesting information for a potential future solicitation. The RFI is typically used as a research and information gathering tool for preparation of a solicitation.

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

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

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

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

Should: Expected; suggested, but not necessarily mandatory.

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

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

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

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

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

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

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

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

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

Trade Secret: Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method,

technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

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

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

Vendor: An individual or entity lawfully conducting business in the State of Nebraska, or licensed to do so, who seeks to provide goods or services under the terms of a written solicitation.

Vendor Performance Report: A report issued to the Contractor by State Purchasing Bureau when products or services delivered or performed fail to meet the terms of the purchase order, contract, and/or specifications, as reported to State Purchasing Bureau by the agency. The State Purchasing Bureau shall contact the Contractor regarding any such report. The vendor performance report will become a part of the permanent record for the Contractor. The State may require vendor to cure. Two such reports may be cause for immediate termination.

Will: See Shall/Will/Must.

Work Day: See Business Day

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The RFP is designed to solicit proposals from qualified Bidders who will be responsible for providing Technical, Financial, Managerial Instruction and/or Training and Assessments of Nebraska's public water systems for the purpose of achieving/maintaining compliance with the Nebraska Safe Drinking Water Act and Title 179 regulations at a competitive and reasonable cost.

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

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

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

Name:	Annette Walton/Dianna Gilliland
Agency:	State Purchasing Bureau
Address:	1526 K Street, Suite 130
	Lincoln, NE 68508
Telephone:	402-471-6500
E-Mail:	as.materielpurchasing@nebraska.gov

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

The following exceptions to these restrictions are permitted

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

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

C. **SCHEDULE OF EVENTS**

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

ACTIVITY		DATE/TIME
1.	Release RFP	February 16, 2018
2.	Last day to submit written questions	March 2, 2018
3.	State responds to written questions through RFP "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	March 6, 2018
4.	Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	March 26, 2018 2:00 PM Central Time
5.	Review for conformance to RFP requirements	March 26, 2018
6.	Evaluation period	March 28, 2018 Through April 11, 2018
7.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
8.	Post "Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	April 16, 2018
9.	Contract finalization period	April 16, 2018 Through May 1, 2018
10.	Contract award	May 1, 2018
11.	Contractor start date	July 1, 2018

D. **WRITTEN QUESTIONS AND ANSWERS**

Questions regarding the meaning or interpretation of any RFP provision must be submitted in writing to the State Purchasing Bureau and clearly marked "RFP Number 5790 Z1; Technical, Financial ,Managerial Instruction and/or Training and Assessments of Nebraska's public water systems Questions". The PQC is not obligated to respond to questions that are received late per the Schedule of Events.

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

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

RFP Section Reference	RFP Page Number	Question

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

E. **PRICES**

All prices, costs, and terms and conditions submitted in the proposal shall remain fixed and valid commencing on the opening date of the proposal until the contract terminates or expires.

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.

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

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

G. **ETHICS IN PUBLIC CONTRACTING**

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

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

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

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

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

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

I. SUBMISSION OF PROPOSALS

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

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

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

The State shall not incur any liability for any costs incurred by bidders in replying to this RFP, in the demonstrations and/or oral presentations, or in any other activity related to bidding on this RFP.

The Technical and Cost Proposals Template should be presented in separate sections (loose-leaf binders are preferred) on standard 8 ½" x 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables should be numbered consecutively within sections. Figures and tables should be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

J. BID PREPARATION COSTS

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

K. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL

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

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

L. BID CORRECTIONS

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

M. LATE PROPOSALS

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

N. PROPOSAL OPENING

The opening of proposals will be public and the bidders will be announced. Proposals **WILL NOT** be available for viewing by those present at the proposal opening. Vendors may contact the State to schedule an appointment for viewing proposals after the Intent to Award has been posted to the website. Once proposals are opened, they become the property of the State of Nebraska and will not be returned.

O. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS

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

1. Original Request for Proposal for Contractual Services form signed using an indelible method;
2. Clarity and responsiveness of the proposal;
3. Completed Corporate Overview;
4. Completed Sections II through VI;
5. Completed Technical Approach; and
6. Completed State Cost Proposal Template.

P. **EVALUATION COMMITTEE**

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

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

Q. **EVALUATION OF PROPOSALS**

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

1. Corporate Overview should include but is not limited to:
   a. the ability, capacity, and skill of the bidder to deliver and implement the system or project that meets the requirements of the RFP;
   b. the character, integrity, reputation, judgment, experience, and efficiency of the bidder;
   c. whether the bidder can perform the contract within the specified time frame,
   d. the quality of bidder performance on prior contracts;
   e. such other information that may be secured and that has a bearing on the decision to award the contract;
2. Technical Approach; and,
3. Cost Proposal.

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

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

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

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

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

R. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

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

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

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

S. BEST AND FINAL OFFER

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

T. REFERENCE AND CREDIT CHECKS

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

U. AWARD

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

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

The RFP does not commit the State to award a contract. Once intent to award decision has been determined, it will be posted to the Internet at:
http://das.nebraska.gov/materiel/purchasing.html

Grievance and protest procedure is available on the Internet at:
http://das.nebraska.gov/materiel/purchasing.html

Any protests must be filed by a bidder within ten (10) business days after the intent to award decision is posted to the Internet.

II. TERMS AND CONDITIONS

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

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

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

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

A. GENERAL

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

The contract resulting from this RFP shall incorporate the following documents:

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

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to RFP and any Questions and Answers, 4) the original RFP document and any Addenda, and 5) the Contractor's submitted Proposal.

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

B. **NOTIFICATION**

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

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

C. **GOVERNING LAW (Statutory)**

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

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

D. **BEGINNING OF WORK**

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

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

E. **CHANGE ORDERS**

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

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

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State

shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

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

F. **NOTICE OF POTENTIAL CONTRACTOR BREACH**

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

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

G. **BREACH**

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

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

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

H. **NON-WAIVER OF BREACH**

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

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.

I. SEVERABILITY

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

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.

J. INDEMNIFICATION

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

1. GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

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

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

3. PERSONNEL

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

4. **SELF-INSURANCE**

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscelianeous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

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

K. ATTORNEY'S FEES

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

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 order by the court, including attorney's fees and costs, if the other Party prevails.

L. RETAINAGE

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

The State may withhold ten percent (10%) of each payment due as retainage. The entire retainage amount will be payable upon successful completion of the project. Upon completion of the project, the Contractor will invoice the State for any outstanding work and for the retainage. The State may reject the final invoice by identifying the specific reasons for such rejection in writing to the Contractor within forty-five (45) calendar days of receipt of the final invoice. Otherwise, the project will be deemed accepted and the State will release the final payment and retainage in accordance with the contract payment terms.

M. ASSIGNMENT, SALE, OR MERGER

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

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

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

the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

N. FORCE MAJEURE

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

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

O. CONFIDENTIALITY

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

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

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

P. OFFICE OF PUBLIC COUNSEL (Statutory)

If it provides, under the terms of this contract and on behalf of the State of Nebraska, health and human services to individuals; service delivery; service coordination; or case management, Contractor shall submit to the jurisdiction of the Office of Public Counsel, pursuant to Neb. Rev. Stat. §§ 81-8,240 et seq. This section shall survive the termination of this contract.

Q. LONG-TERM CARE OMBUDSMAN (Statutory)

Contractor must comply with the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq. This section shall survive the termination of this contract.

R. **EARLY TERMINATION**

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

The contract may be terminated as follows:

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

S. **CONTRACT CLOSEOUT**

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

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor Contactor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contactor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

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

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

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

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

B. EMPLOYEE WORK ELIGIBILITY STATUS

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

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

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at http://das.nebraska.gov/materiel/purchasing.html

   The completed United States Attestation Form should be submitted with the RFP response.

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

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

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

D. COOPERATION WITH OTHER CONTRACTORS

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

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

E. PERMITS, REGULATIONS, LAWS

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

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

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

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

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

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

G. INSURANCE REQUIREMENTS

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

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

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

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

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within six (6) months of termination or expiration of the contract, the Contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and six (6) months following termination or expiration of the contract.

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

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

1. **WORKERS' COMPENSATION INSURANCE**

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

2. **COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

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

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

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

If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy, a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.

3. **EVIDENCE OF COVERAGE**

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

DHHS Drinking Water Program
Attn: Capacity Development Coordinator
PO Box 98922
Lincoln, NE 68509-8922

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

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

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

H. ANTITRUST

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

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

I. CONFLICT OF INTEREST

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

By submitting a proposal, bidder certifies that there does not now exist a relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this RFP or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or an appearance of conflict of interest.

The bidder certifies that it will not knowingly employ any individual known by bidder to have a conflict of interest.

The Parties shall not knowingly, for a period of two years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the RFP or project, or who had any influence on decisions affecting the RFP or project.

Upon implementation and through the duration of this contract(s), and for a period of one (1) year atter completion of the contract, Contractor may not enter into contractual or employment relationships with any Board/Council Member/Owner of a public water system that have been provided assistance by the Contractor through this contract(s).

J. **STATE PROPERTY**

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

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

K. **SITE RULES AND REGULATIONS**

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

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

L. **ADVERTISING**

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

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its 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.

M. **NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)**

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

N. DISASTER RECOVERY/BACK UP PLAN

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

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

O. DRUG POLICY

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

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

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

B. TAXES (Statutory)

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

C. INVOICES

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

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices must be submitted to Capacity Development Coordinator, DHHS Drinking Water Program, P.O. Box 98922, Lincoln NE 68509-8922. It is preferred to have invoices emailed to the Department at an email address to be provided upon contract award. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

D. INSPECTION AND APPROVAL

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

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

E. PAYMENT

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

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section 73-506(1)) Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. **LATE PAYMENT (Statutory)**

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

G. **SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS**

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

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

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

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

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

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 percent (1%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

V. PROJECT DESCRIPTION AND SCOPE OF WORK

The bidder should provide the following information in response to this RFP.

A. PROJECT OVERVIEW

The Nebraska Department of Health and Human Services, Division of Public Health (Department) is issuing this RFP for providing Technical, Financial, Managerial Instruction and/or Training and Assessments of Nebraska's public water systems for the purpose of achieving/maintaining compliance with the Nebraska Safe Drinking Water Act and Title 179 regulations, as well as promoting continuous voluntary compliance with the Nebraska Safe Drinking Water Act (http://dhhs.ne.gov/publichealth/Documents/WaterOperatorStatutes.pdf), Neb. Rev. Stat. §71-5301 et seq. and associated regulations, 179 NAC 1 et seq (http://dhhs.ne.gov/Pages/reg_t179.aspx).

Contractors will have an opportunity to bid on Option A: Technical, Financial and/or Managerial Assistance, Option B: Board Training and Assessments, or both Option A and Option B. In order for a bidder to be considered for more than one option, a complete, separate proposal (Corporate Overview, Executive Summary, Technical Approach and Cost Proposal) must be submitted for EACH option. The state will evaluate all proposals submitted within each separate option. A highest scoring bidder will be identified for each option (1 and 2). The State reserves the right to award any or all options at its' sole discretion.

1. Bid Option A. Technical, Financial and/or Managerial Assistance
   The primary purpose of this Request for Proposal (RFP) is to provide technical, financial and/or managerial assistance to Board/Council Members/Owners of Nebraska's public water systems identified by the Nebraska Department for the purpose of achieving/maintaining adequate technical, financial and/or managerial capacity.

2. Bid Option B. Board Training and Assessments
   The secondary purpose of this RFP is to provide training to Board/Council Members/Owners of public water systems regarding the technical, financial and/or managerial aspects of operating a compliant and sustainable water system. In addition, Contractor will be required to complete Financial and Managerial Assessments for Board/Council Members/Owners of Nebraska public water systems seeking financial assistance through the Drinking Water State Revolving Fund, and for Board/Council Member/ Owners of public water systems that have been issued an administrative order to correct deficiencies. An assessment shall include collecting and analyzing data pertinent to the financial and managerial capacity of a public water system.

B. PROJECT ENVIRONMENT

The services of this contract will be delivered in-office and/or on-site at public water systems serving 10,000 or fewer persons in Nebraska. There are approximately 1300 public water systems in Nebraska serving under 10,000 residents. Public water systems identified as needing assistance will be communicated to the Contractor on the Department's most current Priority Assistance List

C. PROJECT REQUIREMENTS

The contractor must have their own means of travel and have knowledge of the day-to-day operations, management and maintenance of public water systems of all types as well as a thorough understanding of the necessity for and intent of the regulatory requirements impacting public water systems in Nebraska. The contractor shall have all the necessary tools, equipment, etc , to provide technical, financial and/or managerial assistance to public water systems identified by the Department. The contractor must be able to communicate with public water system owners, operators and other system representatives in a manner conducive to developing trust and cooperation. The contractor must maintain a close working relationship with members of the public water system and Department personnel

The Contractor shall consult with the Department on any interpretation of all regulations that will be followed.

D. SCOPE OF WORK

1. Bid Option A. Technical, Financial and/or Managerial Assistance
   The Contractor shall:
   - **a.** Meet with the Department bi-monthly at all Technical Assistance Team meetings to submit and discuss plans, and technical assistance schedules and identify needs for future technical, financial and/or managerial activities.
   - **b.** The Contractor shall attend all Department Technical Assistance Team meetings.

c. Contact Credits: From the most current Department's Priority Assistance List, Contractor shall conduct an average of 25 contacts each month for a minimum total of 300 contacts during each 12 month period. A contact is defined as work performed either on-site and/or in-office that is directly related to the technical, financial and/or managerial capacity of a public water system. Each valid contact, whether on-site or in-office, is counted as a contact credit.

i. An on-site contact credit is allowed for a minimum of 30 minutes of activity related to technical, financial and/or managerial assistance for a public water system. More than four (4) hours on-site at the same public water system in one (1) day constitutes two (2) contacts. No more than two (2) contacts can be counted for an on-site visit for one (1) public water system for any one (1) day, unless a written corrective action plan is developed during the visit [i.e., one (1) additional contact]. A minimum of 15 of the 25 monthly contacts must be on-site to receive contact credits.

ii. An in-office contact credit is allowed for each day where time is spent doing in-office work that supports the provision of assistance to public water systems, provided the amount of time spent is a minimum of two (2) hours.

iii. If the Contractor contacts a public water system to offer assistance and the public water system refuses the offered assistance and the Contractor documents the assistance refusal, the contact shall be considered one (1) contact for the purposes of fulfilling the on-site contact requirements of this contract. The credit is applicable for a public water system only one (1) time in a 12 month period.

iv. Contact may include, but is not limited to:

a) Review of a public water system's financial management and current user rates and proposing changes that will ensure capacity development to maintain and operate the public water system in compliance in the future (regardless of whether the proposals are implemented by the public water system entity);

b) Work with public water systems in procurement of engineering services;

c) Work with public water systems to complete/revise pre-applications to the Water/Wastewater Advisory Committee;

d) Work with public water systems with income surveys for loan/grant applications;

e) Work with public water systems with managerial policies and procedures;

f) Work with NPWS that are on the Enforcement Targeting Tool (ETT) list, provided by the Department);

g) Contractor is allowed contact credit for completion of a water line leak detection/correlation for a Nebraska public water system, provided the American Water Works Association's Leak Detection Survey Daily Log (found on AWWA's website at https://www.awwa.org/) is used, and a copy of the log is included with the monthly report; and

h) Any other technical, financial and/or managerial assistance needed for a public water system to be sustainable, subject to the Department's approval.

2. Bid Option B. Board Training and Assessments

a. The Contractor shall:

i. Meet with the Department bi-monthly to submit and discuss plans, training, and assessment of managerial and financial capacity.

ii. The Contractor shall attend all Department Technical Assistance Team meetings.

iii. Perform financial and managerial assessments of public water systems that:

a) Are making infrastructure improvements that are being funded by the Drinking Water State Revolving Fund and make a comparison report for each system as it relates to capacity improvements, pre- and post-infrastructure improvement project.

b) The pre- and post-infrastructure improvement project assessments shall be presented by the Contractor and a Department representative at a public meeting with the governing body of the public water system.

c) Have been issued an Administrative Order to correct deficiencies.

d) Request an assessment be completed.

b. Contractor shall conduct workshops for:

i. Posted or scheduled public board meetings. Contractor and the Department will develop the workshop curriculum so that participants understand their responsibilities as owner(s) of a public water system. The agenda shall contain basic information on cross connection control programs, short and long term planning, procedures for adopting and enforcing wellhead encroachment policies and record keeping programs. A minimum attendance of five (5) Board Members/Council Members/Owners of a public water system are required for a workshop to be held.

ii. Public water systems that have been issued an Administrative Order to correct deficiencies. The results of each system's assessment shall be a guide to develop the agenda for that specific public water system board training. All Board Members, Clerk/Treasurer and Designated Water Operator are required to attend these workshops.

iii. Contractor to provide the facility, trainer(s) and materials/supplies for the workshops. Materials shall indicate that funding for the workshops is provided by the Nebraska Drinking Water State Revolving Fund.

iv. Conduct a minimum of 10 and a maximum of 20 informational Board Member/Council Member/Owner Team Building workshops annually throughout the contract period.

E. TECHNICAL REQUIREMENTS

1. Bid Option A. Technical, Financial and/or Managerial Assistance

The Contractor shall see that all technical assistance delivered under this contract is performed by a licensed Grade 1 or Grade 2 water operator and has experience with the technical, financial and/or managerial aspects of public water systems. Please provide details in required resumes.

2. Bid Option B. Board Training and Assessments

The contactor shall see that the assistance delivered under this contract is performed by, at a minimum, a licensed Grade 3 water operator and has experience in the training, technical, financial and/or managerial aspects of public water systems. Please provide details in required resumes.

F. PROJECT PLANNING AND MANAGEMENT

Project planning will be based on the list of public water systems needing assistance which will be provided by the Department. Planning will take place at scheduled meetings between the Department and the Contractor as stated in Section D. Scope of Work. Contract management will be based on monthly reports received from the Contractor as stated in Section G. Deliverables below. The Department will review the monthly reports to determine consistency with Section E. Technical Requirements above and Section G. Deliverables below.

G. DELIVERABLES

1. Bid Option A. Technical, Financial and/or Managerial Assistance

a. The Contractor shall submit a monthly report (see examples Attachments A and B) to include:

i. The name of the Contractor and the person(s) providing the in-office and/or on-site assistance;

ii. The Nebraska public water system name, identification number (example NE-310000) and representative(s) contacted; (example Attachment A);

iii. A written narrative detailing the technical, financial and/or managerial in-office and/or on-site assistance provided; (example Attachment B);

iv. The amount of time spent both in-office and/or on-site providing assistance;

v. The dates of when the in-office and/or on-site assistance was provided; and

vi. If a corrective action plan has been established for a Nebraska public water system, the written narrative describing progression towards goal achievement shall be included.

b. The monthly reports shall be submitted to the Department no later than the 10th of each month. The report(s) shall be submitted electronically by email using either Word or Excel format' A .pdf may be submitted in addition to the required formats.

2. Bid Option B. Board Training and Assessments

a. The Contractor shall submit a monthly report to include:

i. Workshop reporting

a) The name of the Contractor and individual(s) presenting the workshop;

b) The name of the Nebraska public water system(s) represented at the workshop;

c) The representative(s) of the Nebraska public water systems attending the workshop;

d) The location of the workshop;

e) The date of the workshop;

f) The length of time of the workshop (number of hours);

g) The evaluations of the workshop from attendees; and,

h) The agenda of the workshop;

ii. Assessment Reporting:

a) If an assessment for a Nebraska public water system making infrastructure improvements that are being funded by the Drinking Water State Revolving

Fund has been completed, the pre- and post-project assessments and comparison report shall be submitted; or

b) If an assessment for a Nebraska public water system under an administrative order to correct deficiencies has been completed, a copy of the assessment including recommendations for improvement shall be submitted.

b. The monthly reports shall be submitted to the Department no later than the 10th of each month. The report(s) shall be submitted electronically by email using either Word or Excel format.

VI. PROPOSAL INSTRUCTIONS

This section documents the requirements that should be met by bidders in preparing the Technical and Cost Proposal. Bidders should identify the subdivisions of "Project Description and Scope of Work" clearly in their proposals; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

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

A. PROPOSAL SUBMISSION

1. REQUEST FOR PROPOSAL FORM

By signing the "RFP for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this RFP, agrees to the Terms and Conditions stated in this RFP unless otherwise agreed to, and certifies bidder maintains a drug free work place environment.

The RFP for Contractual Services form must be signed using an indelible method (not electronically) and returned per the schedule of events in order to be considered for an award.

Sealed proposals must be received in the State Purchasing Bureau by the date and time of the proposal opening per the Schedule of Events. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.

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

Further, Sections II through VII must be completed and returned with the proposal response.

2. CORPORATE OVERVIEW

The Corporate Overview section of the Technical Proposal should consist of the following subdivisions:

a. BIDDER IDENTIFICATION AND INFORMATION

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

b. FINANCIAL STATEMENTS

The bidder should provide financial statements applicable to the firm. If publicly held, the bidder should provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

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

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.

c. CHANGE OF OWNERSHIP

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder should describe the circumstances of such change

and indicate when the change will likely occur. Any change of ownership to an awarded vendor(s) will require notification to the State.

d. OFFICE LOCATION

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

e. RELATIONSHIPS WITH THE STATE

The bidder should describe any dealings with the State over the previous five (5) years. If the organization, its predecessor, or any Party named in the bidder's proposal response has contracted with the State, 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

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

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

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

g. CONTRACT PERFORMANCE

If the bidder or any proposed subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other Party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.

If at any time during the past ten (10) 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.

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

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

The bidder should address the following:

i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this RFP. These descriptions should include:
   - **a)** The time period of the project;
   - **b)** The scheduled and actual completion dates;
   - **c)** The Contractor's responsibilities;
   - **d)** For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
   - **e)** Each project description should identify whether the work was performed as the prime Contractor or as a subcontractor If a bidder performed as the prime Contractor, the description should provide the originally scheduled completion

date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.

ii. Contractor and subcontractor(s) experience should be listed separately. Narrative descriptions submitted for subcontractors should be specifically identified as subcontractor projects.

iii. If the work was performed as a subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

i. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

The bidder should present a detailed description of its proposed approach to the management of the project.

The bidder should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this RFP. The names and titles of the team proposed for assignment to the State project should be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified

The bidder should provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the RFP in addition to assessing the experience of specific individuals.

Resumes should not be longer than three (3) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

j. SUBCONTRACTORS

If the bidder intends to subcontract any part of its performance hereunder, the bidder 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.

3. TECHNICAL APPROACH

The technical approach section of the Technical Proposal should consist of the following subsections:

a. Understanding of the project requirements;
b. Proposed development approach;
c. Technical considerations;
d. Detailed project work plan; and
e. Deliverables and due dates.

VII. COST PROPOSAL REQUIREMENTS

This section describes the requirements to be addressed by bidders in preparing the State's Cost Sheet. The bidder must use the State's Cost Sheet. The bidder should submit the State's Cost Sheet in accordance with Section I Submission of Proposal.

THE STATE'S COST SHEET AND ANY OTHER COST DOCUMENT SUBMITTED WITH THE PROPOSAL SHALL NOT BE CONSIDERED CONFIDENTIAL OR PROPRIETARY AND IS CONSIDERED A PUBLIC RECORD IN THE STATE OF NEBRASKA AND WILL BE POSTED TO A PUBLIC WEBSITE.

A. COST SHEET

This summary shall present the total fixed price to perform all of the requirements of the RFP. The bidder must include details in the State's Cost Sheet supporting any and all costs.

The State reserves the right to review all aspects of cost for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required

B. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the RFP. 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.

Form A
Bidder Contact Sheet
Request for Proposal Number 5790 Z1

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

Preparation of Response Contact Information	
Bidder Name:	Midwest Assistance Program, Inc.
Bidder Address:	303 N. Market St., Suite 2 Maryville, MO 64468
Contact Person & Title:	Christina Fierros, Program Director
E-mail Address:	cfierros@map-inc.org
Telephone Number (Office):	660-562-2575
Telephone Number (Cellular):	816-390-4242
Fax Number:	660-562-2579

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

Communication with the State Contact Information	
Bidder Name:	Midwest Assistance Program, Inc.
Bidder Address:	303 N. Market St., Suite 2 Maryville, MO 64468
Contact Person & Title:	Christina Fierros, Program Director
E-mail Address:	cfierros@map-inc.org
Telephone Number (Office):	660-562-2575
Telephone Number (Cellular):	816-390-4242
Fax Number:	660-562-2579

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Request for Proposal, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder maintains a drug free work place.

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

MWB NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this RFP.

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

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

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

FIRM:	Midwest Assistance Program, Inc.
COMPLETE ADDRESS:	303 N. Market St., Suite 2, Maryville, MO 64468
TELEPHONE NUMBER:	660-562-2575
FAX NUMBER:	660-562-2579
DATE:	March 26, 2018
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Michael Brownfield, Executive Director

TECHNICAL PROPOSAL

1. REQUEST FOR PROPOSAL FORM

MAP agrees to the Standard Conditions and Terms of Contractual Services and Leasing Solicitation and Offer and certifies that it maintains a drug free workplace.

2. CORPORATE OVERVIEW

The Midwest Assistance Program (MAP) is a non-profit, technical assistance and training organization that serves the nine states of Iowa, Kansas, Minnesota, Missouri, Montana, Nebraska, North Dakota, South Dakota, and Wyoming. MAP has provided on-site technical assistance services to rural and tribal communities for almost 40 years. This assistance has encompassed all forms of operational compliance, technical, managerial, and financial assistance related to water and wastewater systems. MAP will bring to this project the technical expertise of numerous technical assistance providers and the education and experience of a highly competent administrative and management staff.

Over the last 39 years MAP has been granted many contracts, including previous versions of this one, which has prepared our staff with the knowledge and ability to fully perform the requirements of this contract. We have exceeded the minimum deliverables for our current contract on the number of contacts requested.

The Midwest Assistance Program has a team of leaders that always put the reputation and integrity of our business above making money. MAP is truly an independent 3rd party that allows us to give advice and direction to communities without having ties that could be affected. We have a Program Director that questions all work to ensure that it is accurate and within the scope of programs that we are involved in. If it is not, we do not charge a program for it. She has over 20 years of experience with direct program implementation and almost 26 years working with rural communities in water, wastewater, and environmental issues. Almost 80% of our program funding is for direct implementation of programs with staff in the field and what they need to accomplish the deliverables of their position.

MAP has always accomplished and in most cases exceeded the goals and deliverables of our grants and contracts. We have always received high marks on evaluations of our performance. Meeting the specified minimum requirements for contacts on this proposal will not be an issue for our staff. The last time MAP had this contract we met all the requirements and substantially reduced the number of communities on the list for being out of compliance.

a. Bidder Identification and Information

Corporate Name:	Midwest Assistance Program, Inc.
Corporate Address:	303 N Market St., Ste. 2 Maryville, MO 64468
Entity Organization:	Private 501c3 Non-Profit Corporation
State Incorporated:	Nebraska
States Organized to do Business in:	
	Iowa, Kansas, Minnesota, Missouri, Montana, Nebraska, North Dakota, South Dakota, Wyoming
Year Organized:	November 1979

Other Assumed Names to Conduct Business: None
Other Forms of Organization to Conduct Business: None
Federal Employer Identification Number: #47-0611476

b. Financial Statements

The Midwest Assistance Program is a non-profit organization incorporated in the State of Nebraska. MAP provides training and technical assistance to communities through funding provided from state and federal agencies and some fee-for-service contracts. Last year, MAP's 25 field staff served 481 rural communities in nine mid-western states.

The Midwest Assistance Program 2017 Financial Audit is included in this proposal. (Attachment B)

There are no known judgments pending or expected litigation or other potential financial reversals which might materially affect the stability of MAP.

c. Change of Ownership

The Midwest Assistance Program is controlled by a 9-member board of directors. Board members represent a variety of professional and community backgrounds and serve as volunteers for staggered three-year terms. No change in ownership or control of the agency is anticipated during the next 12 months.

Office Location

The corporate office of the Midwest Assistance Program is located at:

303 N Market St., Ste 2
Maryville, MO 64468
Phone: 660.562.2575 – Fax: 660.562.2579

Contact for the performance and financial information related to this contract should be addressed to:

Mike Brownfield, Executive Director e-mail mbrownfield@map-inc.org
and Chris Fierros, Program Director, e-mail cfierros@map-inc.org

MAP also has field staff that work and have offices in Nebraska who will be responsible for delivering the assistance under this contract.

d. Relationships with the State

Midwest Assistance Program does not currently have contracts with any of the agencies in the State of Nebraska. During the past 5 years, MAP has completed a small contract with NEDEQ for DMR Training and we previously held a version of this proposal until 2015 under contract #56613 04.

e. Bidder's Employee Relations to State

No employee of the Midwest Assistance Program has been an employee of the State of Nebraska within the past 12 months.

f. Contract Performance

The Midwest Assistance Program has had no contract terminated for default in the past five years. There has been no early termination of contracts during the past five years.

g. Summary of Bidder's Corporate Experience

The Midwest Assistance Program provides organizational qualifications to ensure satisfactory program outcomes. These include:

- Over 39 years of assistance to small rural communities through training and technical, managerial, and financial assistance.
- Back-up staff capability in the unlikely event of staff turnover to assure continuity of service.
- Familiarity with drinking water regulations and experience in assisting communities to comply with these regulations.
- A well-managed activity database that supports timely and accurate project activity reports.
- Independent 3rd party free from any potential conflicts of interest.

The technical expertise of the MAP organization is extensive. The organization hires and retains skilled and competent staff with a broad range of experience and talents. Each staff member receives annual training on Public Water System- Technical, Managerial and Financial (PWS, TMF) operations, as well as upgrading and learning new water treatment technologies and skills. MAP staff also participates in and provides training at national

capacity development conferences. Standard training includes regulations (including the National Primary Drinking Water Regulations (40 CFR 141), topics on system operation (including water quality, treatment, contaminant threats, water testing, security, etc.), and a range of management and financial activities (including staffing, rate setting, reporting, bookkeeping, etc.). MAP utilizes and places emphasis on the coordination of staff technical expertise on specific tasks. MAP uses web conferencing, teleconferencing, e-mail, and other electronic communications to exchange information and ideas in an efficient and cost-effective manner.

Organizational expertise falls largely into the drinking water and wastewater system assistance in small, rural communities and with tribal governments. Within these fields, MAP provides a comprehensive range of services, assistance, and training to address all aspects of water utility capacity development. MAP personnel make on-site visits to rural communities and tribes on a continuing and regular basis.

MAP has maintained compliance with all grant and contract requirements since 1979. We have received an A+ rating for compliance with our GSA Contracts which we have held for the past ten years.

Three projects below describe MAP's experience with projects similar in size, scope and complexity to the activity requested in this RFP:

South Dakota Department of Environment and Natural Resources Operation and Maintenance Technical Assistance	
Time Period:	7/1/2008 - present Yearly contract renewed each year
Contract responsibilities:	Provide TA to public water supplies under 10,000 population upon identification by the SD DENR. Provide on-site visits and routine operations and maintenance TA, with follow-up recommendations, notifications and reports.
Scheduled and completion dates:	Annual contract renewed each year
Reference contact:	Jonathan Peschong, Project Manager SD Department of Environment and Natural Resources 523 E. Capitol Avenue Pierre, SD 57501 Phone: (605) 773-5616 Fax: (605) 773-4068 Email: Jonathan.Peschong@state.sd.us
Project description	Capacity Assessments, Board training and identified deficiencies to comply with SDWA standards and ensure future viability of systems. Work is performed by MAP as the prime contractor. Actual current budget: $100,000 each year. Total contract scheduled and actual budget is $300,000.

EPA Region 5 – Minnesota Tribal Program **Circuit Rider Program for Training and Technical Assistance** **to Tribal Utility 5taff** **Blanket Purchase Agreement**	
Time Period:	8/23/2016 – present; 4/1/07 – 9/30/16 (MAP has been implementing this program since 2004, previously as a grant)
Contract responsibilities:	Provide on-site training and TA to tribal operation staff to maintain and enhance compliance with the Safe Drinking Water Act. Involves 41 public water supply systems.
Scheduled and completion dates:	Current 8/23/16 to 8/22/2021 4/1/07 – 9/30/16 previous GSA contract
Reference contact:	Mostafa Noureldin US EPA Region 5 – Water Division 77 W. Jackson Blvd (WG-15J) Chicago, IL 60604-3590 Phone: 312.886.0259 Facsimile: 312.886.3582 Email: noureldin.mostafa@epa.gov
Project description	EPA Region 5 – Minnesota Tribal Program Circuit Rider Program for Training and Technical Assistance to Tribal Utility Staff. Work performed by MAP as the prime contractor. Scheduled budget: for the current year is $365,000.; To date, on schedule and on budget:

Nebraska Department of Health and Human Services **Division of Public Health** **Technical and Managerial Assistance to Public Water Supply Systems**	
Time Period:	7/1/13 – 6/30/15
Contract responsibilities:	Provide hands-on TA to water system operators, and when appropriate, to managers, owners, board/council members and clerks to encourage the PWS voluntary compliance with Nebraska Safe Drinking Water Act, and Title 179 regulations.
Scheduled and completion dates:	7/1/13 – 6/30/15
Reference contact:	Scott Sprague, Nebraska DHHS 301 Centennial Mall South – Lincoln, NE 68509 Phone: 402.471.0088 Facsimile: 402.471.6436 Email: scott.sprague@dhhs.ne.gov
Project description	Nebraska Department of Health and Human Services, Division of Public Health; Technical and Managerial Assistance for Public Water Supplies. Work performed by MAP as the prime contractor. Scheduled and actual budget: $270,000. Scheduled and actual completion dates: 7/1/13 – 6/30/15

h. Summary of Bidder's Proposed Personnel/Management Approach

The Midwest Assistance Program personnel management is organized with a central office located in Maryville, Missouri, and staff working in each state under supervision of a Field Manager who will direct the staff performing the activities. The program manager will oversee and report on the activities of this project, and ensure compliance with the contract.

MAP currently has 25 field staff located throughout our nine state region. Currently four of those staff members have offices in Nebraska and work directly with Nebraska and Iowa communities. (Attachment D: Resumes). If awarded this contract, MAP plans to hire an additional Class III or higher NE certified operator to assist on this contract.

Marty Ostransky, Technical Assistance Provider, class II operator.
Tim Renken, Technical Assistance Provider, class II operator
Dennis Carroll, Field Manager, class IV operator.
Mike Obal, Technical Assistance Provider, grade A, Iowa
Richard Burch, Technical Assistance Provider, Finance/Management Only

The lead technical assistance provider will be Marty Ostransky, MAP technical assistance provider. Dennis Carroll, Field Manager and Tim Renken, MAP technical assistance provider, will also provide assistance as needed and appropriate. The overall MAP team of TA providers, across all of the regions, range from Level 1 through Level 4 according to NE Title 179.10. While these other TA providers do not live in NE nor hold NE certifications, they are available to provide guidance if needed.

Board Training will be conducted by Marty Ostransky with backup from Dennis Carroll, MAP Field Manager. Dennis could become a class III later this year. Dennis may assist with training but will have an operator with a Class III license or above with him.

Any changes in staffing will be discussed with NE DHHS staff prior to implementation.

Staffing for this project is detailed below under the Technical Approach (4. d.) "Detailed Project Workplan" section.

3. TECHNICAL APPROACH

a. Understanding of the Project Requirements

Nebraska DHHS Division of Public Health serves as the "Primacy Agency" providing public water systems (PWS) oversight in the state. The agency's responsibility is to assure the safety and quality of drinking water supplied to customers of PWS in Nebraska by achieving and maintaining compliance with the Nebraska Safe Drinking Water Act and with regulations detailed in Title 179.

Through routine inspections (called Sanitary Surveys) and water quality monitoring reports, DHHS identifies PWS with regulatory violations and offers recommendations for water system improvements. Most water systems respond to a notice of deficiencies and recommendations in a timely manner with the existing management, operators, and other resources available to the system.

Some PWS fail to correct violations within the allotted time requirements. The DHHS has determined that on-site technical, managerial, and/or financial assistance has been effective in bringing these systems back into voluntary compliance.

Services provided by MAP will be delivered both on-site and through training to the PWS or in-office, doing research through this contract. Systems provided technical assistance (TA) will be selected from the most recent 2% priority assistance list, in consultation with DHHS staff, request from the community, and through the direction of the Environmental Assistance Coordinator.

With PWS compliance and emergency operations being of major concern, MAP staff will make phone and cell phone contact information available to communities and encourage PWS to contact MAP staff when questions arise during the process of achieving corrective action goals. Contact with the PWS receiving TA will also be initiated by MAP staff on a monthly basis to provide continuing assistance toward compliance. MAP can identify community based solutions that meet the individual PWS needs with realistic goals and sustainable technical knowledge. MAP staff will also be available for emergency response to affected systems as requested by DHHS.

MAP staff skilled in water system operation, maintenance, financial, and management will work with operators, managers, owners, and board/council members to develop plans that will help the selected systems achieve voluntary compliance. During all facets of corrective action goals, plan development, and implementation, MAP staff will assist by providing technical knowledge and input to achieve sustainable compliance in the PWS.

As an added benefit, under this program, If MAP staff identifies communities that need an asset management plan, our staff will assist with and encourage the development of a Plan for the PWS. The development of this plan will lead to better system compliance through managing the replacement and repair of existing infrastructure. MAP will assist at least 10 communities addressing this issue under other MAP funding as an in kind match of funding.

MAP staff will coordinate with other members of the DHHS 2% team to avoid duplication of activities and to assure that, when appropriate, other members of the 2% team will be called upon for their expertise. MAP's two existing TA providers will coordinate assistance to all PWS identified by DHHS to ensure that assistance is not duplicated, that the system receives the material needed for compliance and to make efficient use of travel/contract resources.

While providing TA, MAP staff will identify training needs of operators, owners, and board members. Operators will be encouraged to participate in appropriate training provided by the Nebraska Training Coalition, including activities of the Nebraska Rural Water Association, Central Community College, Utilities Section of the Nebraska League of Municipalities, Nebraska Section of the American Water Works Association and DHHS. MAP staff will also provide direct instruction to operators and managers on topics effecting the compliance of the PWS.

MAP staff have extensive experience in both on site and one on one training and technical assistance as well as Small Systems Board Member/Team Training. Among the resources that staff will incorporate in their training, is a publication from the Rural Community Assistance Partnership, The Big Guide for Small Systems: A Resource for Board Members (http://rcap.org/boardguide). This comprehensive desk reference is designed as an orientation and background for current and new members on a utility's board of directors. This allows training focused on the technical, managerial, and financial aspects to keep water systems viable for the future. All training will be presented to Department staff to review prior to utilization in the field. This along with our staff's experience will allow for comprehensive guidance on rate structuring, income surveys, and other aspects of TMF assistance for a system to become sustainable.

b. Proposed Development Approach

MAP will provide the necessary staff and supportive resources to provide the technical assistance under this contract. MAP staff have extensive knowledge of daily operation, maintenance, finance and management of all types of public water systems. Each will meet the technical requirements identified in (c.) below.

MAP will maintain offices in Nebraska while working under this contract, and all staff will provide their own transportation. Each will have the tools and equipment needed to provide assistance in the field. Each will have a laptop computer, internet connection, portable printer, and flash drives with DHHS regulations and other relevant resource materials that can be made readily available at the PWS site. Should DHHS provide specialized equipment (i.e. chlorinator, etc.) as temporary assistance to PWS under this contract, MAP staff will assist the PWS in installation and maintenance of the equipment, removal when appropriate, and ready the equipment for further use.

MAP staff in Nebraska have a combined level of 25 years of experience working directly with water system personnel. Existing staff have contact with and working relationships with all of the DHH5 personnel in Nebraska's eight field areas.

No work under this contract will be subcontracted. No MAP staff have any contractual or employment relationship with any PWS in the state. MAP has the ability to maintain a completely independent 3rd party perspective regarding all Nebraska water systems to avoid any conflict of interest.

c. Technical Considerations

All technical assistance provided under this contract will be provided by Nebraska Certified Grade 1 or 2 Water System Operators employed by MAP (Attachment D).

All training and assessments will be conducted by Nebraska Certified Grade III and above Water System Operators employed by MAP.

A review of the Nebraska DHHS report to the Governor on Capacity Development for Nebraska's Public Water Systems, September 2017 indicates smaller systems often have more resource challenges than their larger counterparts. Today, challenges for small as well as large systems are daunting and usually include:

- Inadequate funds to upgrade or replace aging infrastructure;
- Lack of availability of a properly trained and licensed water operator;
- Lack availability of an adequate and safe supply of source water;
- Protection of the water source;
- The public's increasing demands for lower service costs; and
- Establishment of more enhanced and protective regulatory requirements and rules

During the past 39 years MAP staff have provided numerous training sessions throughout Nebraska covering preparation of vulnerability assessments, emergency operations, Cross-Connection Control programs, and Small PWS maintenance program implementation along with applications to the Water and Wastewater Advisory Committee for SRF, Rural Development, and CDBG funding. Staff also assisted a number of communities to complete the Nebraska Emergency Response Plan Template, Emergency Contact List, and Sample Site Plan documents. MAP staff developed a small PWS O&M manual that is currently being utilized by systems in Nebraska.

MAP has provided board member and owner workshops to help participants understand their responsibilities as owners of a water system. These workshops include basic information on cross connection control programs, long and short term planning, procedures for adopting and enforcing wellhead encroachment policies, and record keeping programs. MAP will ensure a minimum of 5 participants are at each training.

d. Detailed Project Work Plan

The objective of MAP staff working under this contract will be to provide hands-on, site specific, TA and training to water system operators, and when appropriate, to managers, owners, board/council members, and clerks to encourage the PWS voluntary compliance with Nebraska Safe Drinking Water Act, and Title 179 regulations. MAP will also complete holistic assessments of small water systems to gage their management and financial situations prior to being funded under the State DWSRF Program. MAP will work on-site, to review and verify all information contained in the assessment. MAP staff will develop a pre and post infrastructure improvement comparison report that will be reviewed by DHHS Department personnel. Findings of all reports will be delivered with Department staff at a public meeting with the governing body of the PWS. MAP will develop Board Training with the help of Department staff that will be delivered during a posted or scheduled public board meetings to

To facilitate achieving this objective, MAP staff working under this contract will:

For the Technical, Financial, and/or Managerial Assistance:

- Attend the 2% team meetings held by DHHS on a bi-monthly basis. These meetings will allow MAP TA providers to share plans and schedules, relate needs identified as part of on-site TA activities, and coordinate activity where more than one of the 2% team members may be involved.

- Consult with designated DHHS personnel on a monthly basis concerning information related to PWS being served and needing advice and interpretation of regulations.
- Perform, on average, 25 contacts, of which at least 15 would be on-site contacts per month. PWS contacted will be from the most current DHHS supplied 2% priority assistance list. Priority will be given to the highest ranked PWS on the list. A total of 300 on-site contacts will be made during each year during the three-year contract.
- On-site contacts will be for a minimum of 30 minutes and will last as long as needed to accomplish the planned activity. Contacts will be scheduled to assure that necessary PW5 personnel are available for the on-site activity, and have adequate time to address the compliance needs of the system.
- PW5 that need to address a variety of compliance concerns will be encouraged to develop written corrective action goals. As part of technical assistance provided, the TA provider will work with the operator to provide a written corrective action goals plan for the PWS. The TA provider will then schedule follow-up on-site visits as needed to assure the corrective action goals are achieved. 5ome additional follow up contacts may be made by phone, e-mail, or mailing of resource materials as needed.
- During on-site TA, MAP staff will encourage and assist with development of written correspondence to DHHS regarding compliance goals and progress made toward correction of deficiencies in the PWS.
    a. Review of a public water system's financial management and current user rates and proposing changes that will ensure capacity development to maintain and operate the public water system in compliance in the future (regardless of whether the proposals are implemented by the public water system entity);
    b. Work with public water systems in procurement of engineering services;
    c. Work with public water systems to complete/revise pre-applications to the Water/Wastewater Advisory Committee;
    d. Work with public water systems with income surveys for loan/grant applications;
    e. Work with public water systems with managerial policies and procedures;
    f. Work with NPWS that are on the Enforcement Targeting Tool (ETT) list, provided by the Department);
    g. Contractor is allowed contact credit for completion of a water line leak detection/correlation for a Nebraska public water system, provided the American Water Works Association's Leak Detection Survey Daily Log (found on AWWA's website at https://www.awwa.org/) is used, and a copy of the log is included with the monthly report; and

h. Any other technical, financial and/or managerial assistance needed for a public water system to be sustainable, subject to the Department's approval.

- PWS receiving on-site TA will be given phone and cell-phone contact information and encouraged to contact MAP staff when questions arise in the process of achieving corrective action goals.
- All contact information and MAP staff will be available for emergency response (within 24 hours) to operational needs as identified by DHHS.

For the Board Training and Assessments:

a. MAP will conduct assessments by:

- Meet with the Department bi-monthly to submit and discuss plans, training, and assessment of managerial and financial capacity.
- The Contractor shall attend all Department Technical Assistance Team meetings.
- Perform financial and managerial assessments of public water systems that:
- Are making infrastructure improvements that are being funded by the Drinking Water State Revolving Fund and make a comparison report for each system as it relates to capacity improvements, pre- and post-infrastructure improvement project.
- The pre- and post-infrastructure improvement project assessments shall be presented by the Contractor and a Department representative at a public meeting with the governing body of the public water system.
- Have been issued an Administrative Order to correct deficiencies.
- Request an assessment be completed.

b. MAP will conduct workshops for:

- Posted or scheduled public board meetings. Contractor and the Department will develop the workshop curriculum so that participants understand their responsibilities as owner(s) of a public water system. The agenda shall contain basic information on cross connection control programs, short and long term planning, procedures for adopting and enforcing wellhead encroachment policies and record keeping programs. A minimum attendance of five (5) Board Members/Council Members/Owners of a public water system are required for a workshop to be held.
- Public water systems that have been issued an Administrative Order to correct deficiencies. The results of each system's assessment shall be a guide to develop the agenda for that specific public water system board training. All Board Members, Clerk/Treasurer and Designated Water Operator are required to attend these workshops.
- Contractor to provide the facility, trainer(s) and materials/supplies for the workshops. Materials shall indicate that funding for the

workshops is provided by the Nebraska Drinking Water State Revolving Fund.

- Conduct a minimum of 10 and a maximum of 20 informational Board Member/Council Member/Owner Team Building workshops annually throughout the contract period.
- MAP staff will make follow-up contact with DHHS field area offices on a monthly basis to determine if required information has been forwarded by the PWS to DHHS.

All project staff will be available on July 1, 2018 to start providing assistance, pending the award of the contract.

e. Deliverables and Due Dates

By the 10th of each month, MAP staff that have provided TA and/or training under this contract will prepare two monthly reports in formats approved by the DHHS similar to Attachments A & B in the original Request for Proposal.

One report form will include the following:

For Technical, Managerial, and/or Financial Assistance or Assessments

1) Name and contact phone numbers of TA providing the in-office and/or on-site assistance;
2) Name of the public water system and the public water system representative(s) contacted;
3) Type of technical, financial and managerial technical assistance provided pursuant to the contract (written narrative detailing in-office and/or on-site assistance activities); assessment report detailing pre- and post-infrastructure improvements containing all recommendations, issues addressed and needed changes that will ensure viability of the water system for a loan/grant from the DWSRF
4) Time spent both on-site and in-office providing the assistance;
5) Dates of the in-office and/or on-site assistance was provided.

For Council/Board/Owner workshops

1) Name of the TA Provider and person(s) presenting the workshop session;
2) Name of the public water systems represented at the workshop;
3) Name of the public water system(s) representatives(s) attending the workshop session;
4) Location of the workshop;
5) Date of workshop;
6) Evaluations of workshop session from attendees.

The second report form will include a narrative account of the TA, assessment, or training provided to each PWS contacted. In addition to the name(s) of people contacted and activity conducted on site, the report will note any materials provided on-site or sent after the on-site visit. Significant contacts with DHHS staff or other agencies concerning the PWS will also be identified.

If corrective action goals have been established, a copy will be attached to this narrative including progress toward goal achievement.

If more than one MAP staff member provides TA or training during the month, each will prepare the reports listed above. These reports will be combined into a single report and submitted by the Program Director for this contract by the 10th of the month as required by the Request for Proposal.

All reports will be submitted no later than the tenth day following the end of the reported month. Reports will be submitted electronically by e-mail. Printed copies can be mailed to DHHS if requested.

MAP will submit an invoice monthly requesting reimbursement for service preformed under the contract.

COST PROPOSAL REQUIREMENTS

1. Pricing Summary
   The costs proposed in this proposal does include a reduction of price in the Option categories. The 12 month fixed-price contract price for the first period is $110,000 for 25 contacts per month, $2,000 per board training, and $2,800 per assessment completed. This will account for a total of 300 contacts and a minimum of 10 board trainings and a minimum of 10 assessments per year.

2. Prices
   Billing will be monthly as follows for the first year:
   Rate of $9,166.66 per month for TA not to exceed $110,000
   Each completed training at $2,000 not to exceed $40,000
   Each assessment at $2,800 not to exceed $56,000.

This is maximum cost for all services not to exceed $206,000 for the initial year. See Attachment A.

PAYMENT SCHEDULE

Midwest Assistance Program will submit an invoice monthly requesting reimbursement for service preformed under this contract

All funds associated with the contract shall be used solely for the purpose of providing needed technical, financial, and managerial assistance to Nebraska public water systems identified by the Department.

Attachment A: Cost Proposal

Attachment A

Attachm. . A

Option A & Option B Cost Sheet

RFP 5790 Z1

(Use this cost sheet if bidder is bidding on both Option A and Option B.)

OPTION A. Technical, financial and/or managerial assistance to Nebraska's public water systems for the purpose of achieving/maintaining compliance with the Nebraska Safe Drinking Water Act and Title 179 regulations.

Firm: Midwest Assistance Program, Inc.

	Initial Three (3) Year Term			Optional First Renewal	Optional Second Renewal
	Year One (1) 2018 - 2019	**Year Two (2) 2019 - 2020**	**Year Three (3) 2020 - 2021**	**Year Four (4) 2021 - 2022**	**Year Five (5) 2022 - 2023**
Annual Cost: Technical, financial and/or managerial assistance to Nebraska's public water systems (including reports) for the purpose of achieving/maintaining compliance with the Nebraska Safe Drinking Water Act and Title 179 regulations.	$110,000.00	$112,500.00	$115,000.00	$117,500.00	$120,000.00

OPTION B. Training sessions for Board/Council Members and/or Owners of Nebraska's public water systems for the purpose of achieving/maintaining compliance with the Nebraska Safe Drinking Water Act and Title 179 regulations. Financial and Managerial Assessments that are necessary for Drinking Water State Revolving Fund financing, along with additional assessments as directed.

	Initial Three (3) Year Term			Optional First Renewal	Optional Second Renewal
	Year One (1) 2018 - 2019	**Year Two (2) 2019 - 2020**	**Year Three (3) 2020 - 2021**	**Year Four (4) 2021 - 2022**	**Year Five (5) 2022 - 2023**
	Per session / unit costs	**Per session / unit costs**	**Per session / unit costs**	**Per session / unit costs**	**Per session / unit costs**
Per Session Cost: Training Sessions for Board/Council Members and/or owners of Nebraska's public water systems (including reports) for the purpose of achieving/maintaining compliance with the Nebraska Safe Drinking Water Act and Title 179 regulations.	$2,000.00	$2,100.00	$2,200.00	$2,300.00	$2,400.00
Per Unit Cost: Financial and Managerial Assessments that are necessary for Drinking Water State Revolving Fund financing, along with additional assessments as directed.	$2,800.00	$2,900.00	$3,000.00	$3,100.00	$3,200.00

Attachment B: Midwest Assistance Program 2017 Financial Audit

WellsFargo Bank is the Midwest Assistance Program's financial institution.

Contact:
Emily Reyna
WellsFargo Bank
Regional Business Relationship Manager
480-724-3847 Phone
866-388-6187 Fax
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emily.reyna@wellsfargo.com

Attachment B

MIDWEST ASSISTANCE PROGRAM, INC.

FINANCIAL STATEMENTS AND SINGLE AUDIT COMPLIANCE REPORTS

YEARS ENDED SEPTEMBER 30, 2017 AND 2016

MIDWEST ASSISTANCE PROGRAM, INC.
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INDEPENDENT AUDITORS' REPORT

Board of Directors
Midwest Assistance Program, Inc.
Maryville, Missouri

Report on the Financial Statements

We have audited the accompanying financial statements of Midwest Assistance Program, Inc., which comprise the statements of financial position as of September 30, 2017 and 2016, and the related statements of activities and changes in net assets, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Midwest Assistance Program, Inc. as of September 30, 2017 and 2016, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Report on Supplementary Information

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The schedule of expenditures of federal awards, as required by Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* is presented for purposes of additional analysis and is not a required part of the basic financial statements. The schedule of expenditures of federal awards is the responsibility of management and was derived from and relate directly to the underlying accounting and other records used to prepare the financial statements. Such information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated, in all material respects, in relation to the financial statements as a whole.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 6, 2018 on our consideration of Midwest Assistance Program, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the result of that testing, and not to provide an opinion on the effectiveness of Midwest Assistance Program, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Midwest Assistance Program, Inc.'s internal control over financial reporting and compliance.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

St. Joseph, Missouri
March 6, 2018

MIDWEST ASSISTANCE PROGRAM, INC.
STATEMENTS OF FINANCIAL POSITION
SEPTEMBER 30, 2017 AND 2016

	2017	2016
ASSETS		
CURRENT ASSETS		
Cash and Cash Equivalents	$ 494,553	$ 463,944
Grants, Contracts, and Accounts Receivable	431,332	374,405
Prepaid Expenses	4,202	-
Total Current Assets	930,087	838,349
EQUIPMENT, NET OF ACCUMULATED DEPRECIATION	4,911	14,095
Total Assets	$ 934,998	$ 852,444
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts Payable	$ 35,190	$ 56,923
Accrued Employee Costs	210,492	202,306
Total Current Liabilities	245,682	259,229
NET ASSETS		
Unrestricted	689,316	593,215
Total Liabilities and Net Assets	$ 934,998	$ 852,444

See accompanying Notes to Financial Statements.

MIDWEST ASSISTANCE PROGRAM, INC.
STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
YEARS ENDED SEPTEMBER 30, 2017 AND 2016

	2017	2016
UNRESTRICTED REVENUES		
Grants and Contracts	$ 3,195,317	$ 3,091,158
Interest Income	667	220
In-Kind Revenue	88,800	86,250
Other Income	3,518	614
Total Unrestricted Revenues	3,288,302	3,178,242
EXPENSES		
Program Activities:		
Water and Wastewater	2,486,838	2,555,648
Solid Waste	106,983	-
Total Program Activities	2,593,821	2,555,648
Support Activities:		
Management and General	598,380	528,574
Total Expenses	3,192,201	3,084,222
CHANGES IN UNRESTRICTED NET ASSETS	96,101	94,020
Net Assets - Beginning of Year	593,215	499,195
NET ASSETS - END OF YEAR	$ 689,316	$ 593,215

See accompanying Notes to Financial Statements.

MIDWEST ASSISTANCE PROGRAM, INC.
STATEMENTS OF FUNCTIONAL EXPENSES
YEARS ENDED SEPTEMBER 30, 2017 AND 2016

	2017				2016		
	Program Activities		Supporting Activities		Program Activities	Supporting Activities	
	Water and Wastewater	Solid Waste	Management and General	Total	Water, Wastewater, and Solid Waste	Management and General	Total
EXPENSES							
Salaries and Wages	$ 1,367,393	$ 61,369	$ 293,969	$ 1,722,731	$ 1,324,790	$ 269,449	$ 1,594,239
Fringe Benefits	422,688	18,911	88,147	529,746	416,110	76,388	492,498
Independent Contractors and Subgrantees	13,323	-	35,791	49,114	144,024	38,398	182,422
Travel	399,230	20,435	80,587	500,252	398,451	69,698	468,149
Communications	143,763	3,943	16,465	164,171	112,933	10,508	123,441
Space Costs	93,685	222	29,773	123,680	89,063	27,000	116,063
Supplies	14,598	479	9,559	24,636	17,378	1,751	19,129
Equipment Costs	1,173	58	5,412	6,643	8,189	27	8,216
Depreciation	6,888	459	1,837	9,184	15,787	3,947	19,734
Other	24,097	1,107	36,840	62,044	28,923	31,408	60,331
Total Expenses	$ 2,486,838	$ 106,983	$ 598,380	$ 3,192,201	$ 2,555,648	$ 528,574	$ 3,084,222

See accompanying Notes to Financial Statements.

MIDWEST ASSISTANCE PROGRAM, INC.
STATEMENTS OF CASH FLOWS
YEARS ENDED SEPTEMBER 30, 2017 AND 2016

	2017	2016
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in Net Assets	$ 96,101	$ 94,020
Adjustments to Reconcile Change in Net Assets to Net Cash Provided by Operating Activities:		
Depreciation	9,184	19,734
Effects of Changes in Operating Assets and Liabilities:		
Grants, Contracts, and Accounts Receivable	(56,927)	(50,731)
Prepaid Expenses	(4,202)	1,940
Accounts Payable	(21,733)	(11,381)
Accrued Employee Costs	8,186	37,799
Net Cash Provided by Operating Activities	30,609	91,381
NET INCREASE IN CASH AND CASH EQUIVALENTS	30,609	91,381
Cash and Cash Equivalents - Beginning of Year	463,944	372,563
CASH AND CASH EQUIVALENTS - END OF YEAR	$ 494,553	$ 463,944

See accompanying Notes to Financial Statements.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Midwest Assistance Program, Inc. (the Organization) is a nonprofit corporation, organized in 1979 in the state of Nebraska, to provide technical and other consultative services and assistance to public, private, profit-oriented, and nonprofit sponsors of community improvements in Iowa, Kansas, Minnesota, Missouri, Montana, Nebraska, North Dakota, South Dakota, and Wyoming. The Organization receives funding from the Office of Community Services (OCS) of the U.S. Department of Health and Human Services (HHS), the U.S. Environmental Protection Agency (EPA), the Rural Utilities Service (RUS) of the U.S. Department of Agriculture, and various other governmental agencies and private foundations.

Basis of Presentation

Net assets and revenues, support and expenses are classified based on the existence or absence of donor-imposed restrictions. Net assets of the Organization and changes therein are classified into the following three categories:

Unrestricted – Resources over which the board of directors has discretionary control.

Temporarily Restricted – Those resources subject to donor imposed restrictions that will be satisfied by actions of the Organization or passage of time.

Permanently Restricted – Those resources subject to a donor imposed restriction that they be maintained permanently by the Organization. The donors of these resources permit the Organization to use all or part of the income earned, including capital appreciation, or related investments for unrestricted or temporarily restricted purposes.

The Organization has elected to present temporarily restricted contributions, which are fulfilled in the same period, within the unrestricted net asset class. The Organization has no temporarily or permanently restricted assets.

Cash and Cash Equivalents

Cash and cash equivalents consist of demand and savings deposits. At times such deposits may be in excess of FDIC insurance limits.

Grants, Contracts, and Accounts Receivables

Accounts receivable are stated at net realizable value. The Organization's policy is to recognize accounts receivable based on services provided during the fiscal year. The Organization reviews receivables for collectibility, and when an amount is not deemed collectible, it is written off to a related allowance account. Any allowance for doubtful accounts is estimated by management based on bad debt history from previous years and the aging of accounts receivable balances. Management has evaluated the collectibility of amounts and deems all amounts to be collectible at September 30, 2017 and 2016. At September 30, 2017 and 2016, all grants and contracts accounts receivable were due within one year.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Equipment

Equipment is recorded at cost or at fair value if donated or purchased. The Organization follows a policy that only items costing greater than $5,000 and having a useful life over one year are capitalized. Depreciation is provided on the straight-line method over the estimated useful lives of the respective assets. Maintenance and repairs are charged to expense as incurred; major renewals and betterments are capitalized. When items of equipment are sold or retired, the related cost and accumulated depreciation are removed from the accounts, and any gain or loss is included in the results of operations.

Equipment acquired with federal grant funds is considered to be owned by the Organization while used in the program for which it was purchased or in other authorized programs; however, the United States has a reversionary interest in the property. Its disposition, along with ownership of any proceeds there from, is subject to federal regulations.

Grants and Contract Revenue

Grants and contracts are recorded as revenue when earned. Revenue is earned when eligible expenditures, as defined in each grant or contract, are made. Any funds received but not yet earned are shown as deferred revenue.

Expenditures under government contracts are subject to review by the granting authority. To the extent, if any, that such a review reduces expenditures allowable under these contracts, the Organization will record such disallowance at the time the final assessment is made.

Functional Allocation of Expense

Salaries and related expenses are allocated based on employees and management direct time spent on program or support activities or the best estimate of time spent. Rents are allocated based on direct program or support service usage. Expenses, other than salaries and related expense, which are not directly identifiable by program or support services, are allocated based on the best estimates of management.

Direct costs which benefit more than one program are allocated to the various programs on the basis of the relative benefits received by each program; allocation methods comply with the requirements and limitations of the underlying grants.

Indirect or overhead costs are charged to programs through an indirect cost rate approved annually by the U.S. Department of Health and Human Services.

Use of Estimates

Management uses estimates and assumptions in preparing financial statements in accordance with U.S. generally accepted accounting principles. Those estimates and assumptions affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported revenues and expenses. Significant estimates incorporated into the Organization's financial statements include the estimated lives of depreciable assets, and the allocation incorporated into the statements for functional expenses. Actual results could vary from the estimates that were used.

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Tax-Exempt Status

The Organization is a tax-exempt charitable organization under Section 501(c)(3) of the Internal Revenue Code.

The Organization follows the standards for evaluating uncertain tax positions and has determined no liability should be recorded for uncertain tax positions.

Subsequent Events

The Organization has evaluated events and transactions for potential recognition or disclosure in these financial statements through March 6, 2018, the date the financial statements were available to be issued.

NOTE 2 EQUIPMENT AND ACCUMULATED DEPRECIATION

Equipment, net of accumulated depreciation, consists of the following at September 30:

	2017	2016
Equipment	$ 76,518	$ 89,155
Less: Accumulated Depreciation	71,607	75,060
Total	$ 4,911	$ 14,095

The net book value of equipment purchased with federal grant programs was $-0- at September 30, 2017 and 2016.

NOTE 3 RELATED PARTY

The executive director of the Organization serves as a board member of the Rural Community Assistance Partnership (RCAP) and as such, RCAP is considered a related party. The Organization recognized grant revenue from RCAP of $1,820,920 and $1,642,999 for the years ended September 30, 2017 and 2016, respectively, and has $296,005 and $231,498 in grants and accounts receivable from RCAP at September 30, 2017 and 2016, respectively.

NOTE 4 IN-KIND CONTRIBUTIONS

In-kind contributions consisted of $88,800 and $86,250 in donated office space for the years ended September 30, 2017 and 2016, respectively.

NOTE 5 RETIREMENT PLAN

The Organization sponsors a 401(k) retirement plan (the Plan). Each participant may elect to contribute a percentage of gross wages with some limitations. The Organization provides a discretionary 100% match of employee contributions up to 3%, as well as an additional 50% match on the next 4% of compensation. Employer contributions to the Plan for the years ended September 30, 2017 and 2016 were $68,354 and $62,449, respectively.

NOTE 6 LEASES

The Organization leases office space and office equipment for administrative functions. Rental expenses for office space and equipment amounted to $27,000 for the years ended September 30, 2017 and 2016, respectively. Future lease commitments are $13,500 for the year ended September 30, 2018.

NOTE 7 CONCENTRATIONS OF CREDIT RISK

Grant revenue totaling $2,756,064 and $2,517,235 was received from two granting agencies for the years ended September 30, 2017 and 2016, respectively, which represents 86% and 81%, respectively, of total grant revenue. Accounts receivable from these granting agencies totaled $375,596 and $313,072 for the years ended September 30, 2017 and 2016, respectively, representing 87% and 83%, respectively, of total accounts receivable. Should these levels decrease, the Organization may be adversely affected.

NOTE 8 CONTINGENCIES

Federal and State Grant Awards

The Organization receives various direct and pass-through federal and state grant awards. The operations for programs under such awards are subject to audits for compliance by the appropriate funding agency. Such audits could lead to reimbursement to the grantor agencies. Management believes such audit disallowances, if any, will not be material.

Claims and Disputes

The Organization is subject to the usual contingencies in the normal course of operations relating to the performance of its tasks under its various programs. In the opinion of management, the ultimate settlement of current claims and disputes will not be material to the financial position of the Organization.

MIDWEST ASSISTANCE PROGRAM, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
SEPTEMBER 30, 2017

Federal Grantor/Pass through Grantor/ Program or Cluster Title	Federal CFDA Number	Grant Identification Number	Program Period	Grant Award Amount	Federal Expenditures
Department of Agriculture Pass-Through Programs From: RCAP, Inc.					
Technical Assistance and Training Grants	10.761	C24001G152656	9/01/16 - 8/31/17	$ 993,263	$ 966,729
Technical Assistance and Training Grants	10.761	N/A	9/01/17 - 8/31/18	968,266	68,808
Technical Assistance and Training Grants	10.761	C24001G152662	9/01/16 - 8/31/17	45,707	45,707
Subtotal Technical Assistance and Training Programs				2,007,236	1,081,244
Solid Waste Management Grants	10.762	C24001G151822	10/01/16 - 12/31/17	139,763	131,132
Total Department of Agriculture Pass-Through Programs				2,146,999	1,212,376
Environmental Protection Agency Pass-Through Programs From:					
Passed through RCAP, Inc.					
Surveys, Studies, Investigations, Demonstrations, and Training Grants (Training and Technical Assistance)	66.424	X6-83580401-0	8/01/15 - 1/31/17	486,000	1,306
Surveys, Studies, Investigations, Demonstrations, and Training Grants (Training and Technical Assistance)	66.424	X7-83657001-0	8/01/16 - 1/31/18	455,000	444,874
Subtotal Surveys, Studies, Investigations, Demonstration, and Training Grants				941,000	446,180
Surveys, Studies, Investigations, Demonstrations, and Training Grants and Cooperative Agreements (Training and Technical Assistance)	66.436	X7-83628001-0	9/01/16 - 2/28/18	127,000	83,449
Surveys, Studies, Investigations, Demonstrations, and Training Grants and Cooperative Agreements (Training and Technical Assistance)	66.436	X7-83580501-0	8/1/2015 - 1/31/2017	142,000	78,916
Subtotal Surveys, Studies, Investigations, Demonstration, and Training Grants and Cooperative Agreements				269,000	162,365
Passed through North Dakota Department of Health					
Capitalization Grants for Drinking Water State Revolving Funds	66.468	G15.419 and G15.419A	1/01/16-12/31/16	57,000	14,557
Capitalization Grants for Drinking Water State Revolving Funds	66.468	DWSRF 17.001	1/01/17-12/31/17	49,250	22,637
Passed through South Dakota Department of Environment & Natural Resources					
Capitalization Grants for Drinking Water State Revolving Funds	66.468	2017-01	7/01/16-6/30/17	49,700	39,089
Capitalization Grants for Drinking Water State Revolving Funds	66.468	2018-02	7/01/17-6/30/18	45,000	3,788
Subtotal of Capitalization Grants for Drinking Water State Revolving Funds				200,950	80,071
Total Environmental Protection Agency Pass-Through Programs				1,410,950	688,616
Department of Health and Human Services Direct Programs					
Community Services Block Grant-Discretionary Awards	93.570	90EF0078/02	9/30/16-9/29/17	915,570	935,144
Total Department of Health and Human Services Direct Programs				915,570	935,144
Total Expenditures of Federal Awards				$ 4,473,519	$ 2,836,136

See accompanying Notes to Schedule of Expenditures of Federal Awards

MIDWEST ASSISTANCE PROGRAM, INC.
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
SEPTEMBER 30, 2017

NOTE 1 BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of Midwest Assistance Program, Inc. under programs of the federal government for the year ended September 30, 2017. The information in this Schedule is presented in accordance with the requirements of 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Midwest Assistance Program, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of Midwest Assistance Program, Inc.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Expenditures reported on the Schedule are reported on the accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years. Midwest Assistance Program, Inc. has a federally negotiated indirect cost rate and therefore has not elected to use the 10-percent de minimis indirect cost rate as allowed under the Uniform Guidance.

NOTE 3 SUBRECIPIENTS

The purpose of the schedule of expenditures of federal awards is to present a summary of the Organization's federal grant activity. The Organization did not provide any federal awards to subrecipients for the year ended September 30, 2017.

CliftonLarsonAllen LLP
CLAconnect.com

INDEPENDENT AUDITORS' REPORT ON INTERNAL CONTROL OVER FINANCIAL REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE WITH *GOVERNMENT AUDITING STANDARDS*

Board of Directors
Midwest Assistance Program, Inc.
Maryville, Missouri

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Midwest Assistance Program, Inc., which comprise the statement of financial position as of September 30, 2017, and the related statements of activities and changes in net assets, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated March 6, 2018.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered Midwest Assistance Program, Inc.'s internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of Midwest Assistance Program, Inc.'s internal control. Accordingly, we do not express an opinion on the effectiveness of Midwest Assistance Program, Inc.'s internal control.

A *deficiency in internal* control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Board of Directors
Midwest Assistance Program, Inc.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether Midwest Assistance Program, Inc.'s financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of this Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the result of that testing, and not to provide an opinion on the effectiveness of Midwest Assistance Program, Inc.'s internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Midwest Assistance Program, Inc.'s internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

St. Joseph, Missouri
March 6, 2018

CliftonLarsonAllen LLP
CLAconnect.com

INDEPENDENT AUDITORS' REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND REPORT ON INTERNAL CONTROL OVER COMPLIANCE REQUIRED BY THE UNIFORM GUIDANCE

Board of Directors
Midwest Assistance Program, Inc.
Maryville, Missouri

Report on Compliance for Each Major Federal Program

We have audited Midwest Assistance Program, Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Midwest Assistance Program, Inc.'s major federal programs for the year ended September 30, 2017. Midwest Assistance Program, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

Management is responsible for compliance with federal statutes, regulations, and the terms and conditions of its federal awards applicable to its federal programs.

Auditors' Responsibility

Our responsibility is to express an opinion on compliance for each of Midwest Assistance Program, Inc.'s major federal programs based on our audit of the types of compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Those standards and the Uniform Guidance require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the types of compliance requirements referred to above that could have a direct and material effect on a major federal program occurred. An audit includes examining, on a test basis, evidence about Midwest Assistance Program, Inc.'s compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for each major federal program. However, our audit does not provide a legal determination of Midwest Assistance Program, Inc.'s compliance.

Board of Directors
Midwest Assistance Program, Inc.

Opinion on Each Major Federal Programs

In our opinion, Midwest Assistance Program, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2017.

Report on Internal Control Over Compliance

Management of Midwest Assistance Program, Inc. is responsible for establishing and maintaining effective internal control over compliance with the types of compliance requirements referred to above. In planning and performing our audit of compliance, we considered Midwest Assistance Program, Inc.'s internal control over compliance with the types of requirements that could have a direct and material effect on each major federal program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for each major federal program and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of Midwest Assistance Program, Inc.'s internal control over compliance.

A *deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies and therefore, material weaknesses or significant deficiencies may exist that were not identified. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

St. Joseph, Missouri
March 6, 2018

MIDWEST ASSISTANCE PROGRAM, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED SEPTEMBER 30, 2017

Section I – Summary of Auditors' Results

Financial Statements

1. Type of auditors' report issued: Unmodified
2. Internal control over financial reporting:
   - Material weakness(es) identified? _____ yes ____x____ no
   - Significant deficiency(ies) identified? _____ yes ____x____ none reported
3. Noncompliance material to financial statements noted? _____ yes ____x____ no

Federal Awards

1. Internal control over major federal programs:
   - Material weakness(es) identified? _____ yes ____x____ no
   - Significant deficiency(ies) identified? _____ yes ____x____ none reported
2. Type of auditors' report issued on compliance for major federal programs: Unmodified
3. Any audit findings disclosed that are required to be reported in accordance with 2 CFR 200.516(a)? _____ yes ____x____ no

Identification of Major Federal Programs

CFDA Number(s)	**Name of Federal Program or Cluster**
10.761	Technical Assistance Training Grants

Dollar threshold used to distinguish between Type A and Type B programs: $ 750,000

Auditee qualified as low-risk auditee? ____x____ yes _____ no

Section II – Financial Statement Findings

Our audit did not disclose any matters required to be reported in accordance with *Government Auditing Standards*.

Section III – Findings and Questioned Costs – Major Federal Programs

Our audit did not disclose any matters required to be reported in accordance with 2 CFR 200.516(a).

Attachment C: Certificate of Insurance

Attachment C

Client#: 127262 MIDWASS2

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 03/22/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CBIZ Insurance Services, Inc. 222 S 9th St. Suite 1000 Minneapolis, MN 55402	CONTACT NAME: Bobby Twigg PHONE (A/C, No, Ext): 763 549-2200 FAX (A/C, No): 763 549-2205 E-MAIL ADDRESS: btwigg@cbiz.com
INSURED Midwest Assistance Program Inc 303 N. Market St. #2 Maryville, MO 64468	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : EMC Insurance Companies — 50309 INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY			5A3605318	09/01/2017	09/01/2018	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$2,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			5J3605317	09/01/2017	09/01/2018	EACH OCCURRENCE	$1,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$1,000,000
	DED X RETENTION $10000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N / A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

State of Nebraska
Adminsitrative Services
Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John A. Gondek

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Attachment D: Resumes

Richard J Burch
Technical Assistance Provider

810 West Custer Street
Lincoln NE 68521

Phone 402-309-4319
rburch@map-inc.org

Profile

Detail-oriented with extensive military background and diverse experience at the local, state, regional, and national level. Influenced national defense/security policy while serving on a variety of boards at the Department of Defense, Department of the Army, and National Guard Bureau levels. Conducted targeted strategic engagements with state, national, and international military leaders and elected officials. Experienced in delivering on-site assistance to stakeholders, including areas of technical, managerial, and financial management. Focuses on training and assistance to leaders worldwide in the form of project/program planning and management, guidance, and implementation/sustainment strategies.

Professional Experience

2017 - Present **Technical Assistant Provider, Midwest Assistance Program, Lincoln NE**
Responsibilities include plan and provide training and technical assistance to nonprofit and local, tribal, state and federal government agencies to improve or develop water, wastewater, solid waste systems and other programs or services in rural communities. Other duties include conducting outreach, networking, program development, research and analysis, various administrative tasks, and contract management.

2017 **Veterans Outreach Program Specialist, Vet Center, Lincoln NE**
Developed and maintained community referral network that addresses the needs of the local client population. Developed and maintained effective working relationships with community partners, stakeholders, Veterans Health Administration, Veterans Benefits Administration and VA National Cemetery Administration offices.

2014 and 2017 **Veterans Service Representative, Veterans Benefits Administration, Lincoln NE**
Processed veteran's benefits claims and provided comprehensive services to America's Veterans and their families. Acted as an advocate for veterans and their beneficiaries in their dealings with VA agencies and organizations. Interpreted and applied laws, regulations and procedures; reviewed evidence for adequacy of documentation; researched routine issues to resolve discrepancies; organized and managed workload to ensure completion in accordance with established priorities and timelines.

2014 - 2016 **Employment Coordinator, Department of Defense Contractor, Lincoln NE**
Interfaced and coordinated with public and private sector employers to assist in their recruitment efforts by providing qualified Reserve Component Service Members, Veterans, and Spouse candidates. Coordinated with supporting local, state, and regional governmental agencies and veterans' offices that hire, train, or place eligible Service Members, Veterans, and Spouse candidates. Worked tirelessly to identify and match job seeker skills with the skills needs of employers.

1976 - 2013 **U.S. Military - Senior Advisor, National Guard Bureau, Washington D.C.**
Provided outreach and assessments focused on mission readiness of over 360,000 personnel worldwide. Advised the director's staff on the execution of operational budgets totaling over $17 billion. Led local, state and national level organizations focusing on complex operations, logistical sustainment, and personnel management.

1975 - 1980 **Irrigation and Domestic Well Technician, Patterson Well Drilling, Hastings NE**
Over 4 years' experience in drilling water wells for agricultural and domestic applications; includes turbine and submersible pump installation and maintenance; screw column and flanged column, multi-stage high volume pumps.

Education

- St. Cecilia High School, Hastings NE – High School Diploma
- Bellevue University – Bachelors Studies in Project Management
  - Combined Cumulative GPA: 3.97 – 280 Semester Hours
- National Defense University, Joint Forces Staff College
  - Keystone (Command Senior Enlisted Leader) Course
  - Senior Enlisted Joint Professional Military Education Course
  - Defense Support to Civil Authorities Executive Seminar
- United States Army Sergeants Major Academy

Dennis D. Carroll
Regional Field Manager

1702 Horseshoe Drive
Ashland, NE 68003

Phone 402-419-6283
dcarroll@map-inc.org

Profile

Dennis joined MAP in July of 2014 and brings with him two decades of experience in human resources, management and finance, and organizational leadership. He is a board member for Sanitary Improvement District 3, a member of the Nebraska Department of Health and Human Services training Coalition Team, and possesses a grade IV water operator license in the state of Nebraska. Prior to MAP, he served 26 years with the Army National Guard in numerous capacities. Dennis served a year in Iraq, overseeing the water and wastewater distribution systems for a population of over 13,000. He has 9 years' experience in training management to include classroom curriculum development and instruction. Dennis has a BA degree in Human Relations and has received training in the following areas: Nebraska Basic Certification Program for Emergency Management, National Incident Management Systems, Introduction to Incident Command System, and Orientation to Emergency Manager. He has worked with a number of communities during state emergencies assisting with the following: man-power, environmental compliance, safety, finance, logistical and water distribution.

Professional Experience

2017- Present Regional Field Manager
Supervises Technical Assistant Providers for MAP Midwest.

2014 - 2017 Technical Assistant Provider, Midwest Assistance Program, Ashland, NE
Responsibilities include plan and/or provide training and technical assistance to nonprofit and local, tribal, state and federal government agencies to improve or develop water, wastewater, solid waste systems and other programs or services in rural communities. Other responsibilities include performing outreach and networking, program development, and research and analysis and publish results, administrative duties, and contract management.

1988 - 2014 Army National Guard (Active Guard and Reserve)

- Legal Specialist
- Personnel Administration Specialist
- Communication Specialist
- Recruiting and Retention Non-Commissioned Officer
- Senior Instructor
- Operations Supervisor
- State Senior Career Counselor
- Academy Branch Chief
- Operations Sergeant Major

Provided staff supervision; prepared plans, procedures and operational orders; supervised and implemented training programs designed to improve the readiness of the Major Support Command; developed yearly training plans; supervised the Unit Status Reports; managed training ammunition; managed service school applications and requests for orders; managed the Major Support Command training program.

Education

- Bachelor of Arts Degree Human Relations, Doane College
- South Holt High School
- NE Grade IV Certified Water Operator #4613
- FEMA NIMS Certified Emergency Manager
    - IS-00700.a National Incident Management System (NIMS)
    - IS-00001.a Emergency Manager
    - IS-00100.b Incident Command System

Mike Obal

Technical Assistance Provider

PO Box 266
Springfield, NE 68059

Phone 402.510.0433
mobal@map-inc.org

Profile

Mike Obal is a qualified professional in the area of wastewater treatment plant project coordination and construction. He has the ability to manage projects and complete tasks in a timely manner. His exemplary problem-solving skills allows him to identify problems and implement corrective processes in a timely and efficient manner. He is currently serving MAP as a Technical Assistance Provider in Iowa.

Professional Experience

2015 to Present: **Technical Assistance Provider, Midwest Assistance Program, Inc.**
Springfield, NE

Responsibilities include assisting rural communities with the development of water, wastewater, and solid waste projects providing guidance on regulatory matters as they relate to environmental compliance and USDA rural development funding programs. Assisting in the organization of citizen support for community projects, and helping communities prepare to manage, operate, and maintain their utilities. Special duties include creating environmental reports, risk management/emergency response plans, and owners' management oversight manuals for water and wastewater utilities. Grade A water license in Iowa. NIMS certified with FEMA.

2007 to 2015: **Lead Carpenter, Hawkins Construction, Co.**
Omaha, NE

Responsibility at Hawkins Construction Company included reviewing project blueprints and specifications from engineering firms in order to assign and complete tasks. Providing leadership and technical assistance to Hawkins team members and sub-contractors on various construction tasks to ensure that projects were understood. Participation in Association of Builders and Contractors of America carpentry course work and other various training courses to stay current on construction regulations and safety procedures. From inception to project completion, projects were managed to be on time and within budget.

Projects Completed at Hawkins Construction:
Crete, NE Wastewater Treatment Plan
Missouri River Wastewater Treatment Plant (City of Omaha) – Remodel building and system components
Levenworth Lift Station (City of Omaha) – Constructed new lift station at new site
Atlantic, IA Wastewater Treatment Plant
Ameristar Casino – Council Bluffs, IA,
Hyatt Place Hotel – Omaha, NE
University of Nebraska Omaha HPER Building – Omaha, NE
University Nebraska Medical Center Research Center of Excellence 2 – Omaha, NE
First National Bank Shadow Lake Branch – Papillion, NE

2005 to 2007: **Independent Sub-Contractor, Dynamic Woods, LLC**
Omaha, NE

Managed time and resources to complete various interior contractor work for local contractor. Completed project as scheduled and within set budgets to ensure client satisfaction was met.

Martin Ostransky III
Technical Assistance Provider

36598 US Highway 20
Cody, Nebraska 69211

Phone (402)389-0900
Mostransky@map-inc.org

Profile

Marty has over eight years of experience in tribal and non-tribal community water and wastewater treatment, oversaw water quality technicians and many water and wastewater construction projects. He has created and implemented plans that further develop the capacity of all public water and wastewater utilities and staff, and also has experience in US EPA monitoring, reporting, and compliance rules and regulations. He is certified in water and wastewater operations as well as backflow testing. He is experienced in all areas of water and wastewater operations and maintenance.

Professional Experience

2014 - Present **Technical Assistant Provider, Midwest Assistance Program, Cody, Nebraska.**

Responsibilities include plan and/or provide training and technical assistance to nonprofit and local, tribal, state and federal government agencies to improve or develop water, wastewater, solid waste systems and other programs or services in rural communities. Other responsibilities include performing outreach and networking, program development, and research and analysis and publish results, administrative duties, and contract management.

2010- 2014 **Water Operator, Village of Cody, NE**

Responsibilities include managing community's water and wastewater, overseeing water-quality contractors, overseeing all water and wastewater construction projects, reporting to the primary agency (US EPA), being responsible for all department budgeting, working closely with Nebraska Department Health and Human Service staff, and working closely with the MAP staff.

2007-2010 **Tehrani Motor Company, Valentine, NE**

Responsibilities include shop manager and salesman. Maintained assigned equipment and ensured customer service was first priority.

Education

- Bachelor of Science Degree – Business Administration – University of Nebraska Kearney
- Associates Degree – Diesel Technology – Southeast Community College, Milford, Nebraska
- Grad II Water Operators License – NE-DHHS
- Grade VI Backflow Water Operators License – NE-DHHS
- Class 1 Wastewater Treatment Operators License – State of South Dakota

References:

Charlie Hendrix
City Administrator
1210 w 2ND Street
Crofton, Nebraska 68730
(402) 388-4766

Mike Sobota
Environmental Health and Safety Coordinator/Trainer
4500 63rd Street
Columbus, Nebraska 68602
(402) 562-1461

Grant Jorgensen
Water Superintendent
P.O. Box 185
Beaver City, Nebraska 68926
(308) 655-1427

Tim Renken

Technical Assistance Provider

30367 481 Ave.
Hawarden, IA 51023

Phone 605.941.6516
trenken@map-inc.org

Profile

Tim has many years of experience as a Water and Wastewater Superintendent for Alcester, South Dakota. While there, Tim ran a mechanical wastewater plant and the city's water system. In 2011 Tim received an award for South Dakota Water and Wastewater Operator of the Year. Tim is very sensitive and aware of the needs and obligations that operators face on a daily basis. Tim is an excellent problem solver and ready for the challenges that will occur. Tim has worked has specialized in working on a tribal contract for the last couple years with MAP. Tim possesses Associate Degrees in Animal Science and Ag Business from Northeast Community College in Norfolk, Nebraska.

Professional Experience

2013 to Present: **Technical Assistance Provider, Midwest Assistance Program, Inc.**
Hawarden, IA

Responsibilities include assisting rural communities with the development of water and wastewater projects, providing guidance on regulatory matters as they relate to environmental compliance and USDA rural development funding programs, assisting in the organization of citizen support for community projects, and helping communities prepare to manage, operate, and maintain their utilities. Special duties include creating environmental reports, risk management/emergency response plans, and owners' management oversight manuals for water and wastewater utilities. Tim has conducted many trainings including the topics of water, wastewater, operator certification, utility management, and tribal trainings.

2006 to 2013: **Water and Wastewater Superintendent, City of Alcester**
Alcester, SD

Responsibilities included day to day operations of a mechanical waste water plant. Taking required tests and samples. Performing daily lab work. Completing online DMR reports. Completing sludge reports. Day to day operations of the city's waste water collection system .Answering alarm calls. Day to day operations of the city's drinking water system. Water tower management. SCADA system operation. Fire hydrant inspection and maintenance. Water main repair. Snow removal. Care of the city's park. Road repair and construction. Operation of the city's landfill. Heavy equipment operation, repair, and maintenance. Swimming pool operation.

2004 to 2006: **Manager of a 2500 Sow Unit, Craig Pig 100**
Craig, IA

In charge of herd health, feeding, reproduction, and farrowing of 2500 sows. Managed up to ten employees. Wrote manure management plans. Managed manure system; lift station and lagoon.

2000 to 2004 **Farm Manager, Livestock Placement Services**
Ames, IA

Manager of 1400 acres of crop and hay ground. In charge of finishing of market hogs and replacement gilts. In charge of running a feed mill for 1250 sow farrow to finish unit. In charge of operating ten center pivot irrigation systems.

1996-2000 **Self-employed in Farming**

Managed crop, hay, and livestock production.

Education

- Associates Degrees in Agricultural Business and Animal Science
- Northeast Nebraska Community College, Norfolk, NE. Graduated in 1996
- Elk Point High School, Elk Point, SD. Graduated 1994.

Professional Development

- Level 2 Wastewater Treatment SD Certification
- Level 1 Water Distribution SD Certification
- Level 1 Wastewater Distribution SD Certification
- Grade 2 Drinking Water NE Certification

Workshops/Training Conducted

- **Main Organizer of 2016 NAWMA EXPO**
- Conducted DMR trainings
- Conducted Wastewater trainings
- Conducted Water operator trainings
- Conducted Operator safety trainings
- Conducted Equipment Safety trainings
- Conducted EPA Drinking Water Compliance trainings
- Conducted Livestock and Dairy Judging trainings
- Conducted Farm safety trainings

Professional Affiliations

- 8 year board member of the Union County Fair, two years as chairperson, two years as vice chairperson
- 6 year board member of Big Springs Township Board, two years as board chair
- 11 year 4-H assistant leader for Eager Beavers 4-H club
- 2 year member of Alcester Chamber of Commerce
- 8 year Deacon at Alcester UCC
- 10 year AWWA member