



Nebraska Rural Water Association
Proposal for:

Request for Proposal 5790 Z1
Bid Option A

Technical, financial and/or managerial assistance to Board/Council Members
and/or Owners of public water systems in Nebraska for the purpose of
achieving/maintaining compliance with the Nebraska Safe Drinking Water Act and
Title 179 regulations

ORIGINAL

Submitted to:
Annette Walton/Dianna Gilliland
STATE PURCHASING BUREAU
1526 K Street, Suite 130
Lincoln, NE 68508

Submitted by:
NEBRASKA RURAL WATER ASSOCIATION
3390 Ponderosa Drive
Wahoo, NE 68066

March 23, 2018

Nebraska Rural Water Association

Request for Proposal 5790Z1

Technical, financial and/or managerial assistance to Board/Council Members and/or Owners of public water systems in Nebraska for the purpose of achieving/maintaining compliance with the Nebraska Safe Drinking Water Act and Title 179 regulations

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A. TECHNICAL PROPOSAL

1. REQUEST FOR PROPOSAL FORM

Nebraska Rural Water Association has complied with the provisions stated in RFP 5790Z1, agrees to the "Terms and Conditions" and certifies that it maintains a drug free work place environment. The "Request for Proposal for Contractual Services" form is attached (see Appendix A). Section I - Terms and Conditions, Section II – Contractor Duties, Section III – Payment and Addendum One are attached (see Appendix B).

2. CORPORATE OVERVIEW

a. Bidder Identification and Information

Corporate Name: Nebraska Rural Water Association
Corporate Address: 3390 Ponderosa
Wahoo, NE 68066

Entity Organization: Private 501(c)(6) Non Profit Corporation
State Incorporated: Nebraska
Year Organized: 1977

Change of Name and Form of Organization Since First Organized: None

Federal Employer Identification Number: 47-0600532

b. Financial Statements

A copy of the most recent financial audit for NeRWA is attached to this proposal (see Appendix C).

Banking Reference: First National Bank
P.O. Box 68
Wahoo, NE 68066
402-443-4117

There are no known judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability of Nebraska Rural Water Association.

c. Change of Ownership

No change in ownership or control of Nebraska Rural Water Association is anticipated during the twelve (12) months following the proposal due date.

d. Office Location

The Nebraska Rural Water Association office is located at:
3390 Ponderosa Street
Wahoo, NE 68066

e. Relationships with the State

Within the previous five years, NeRWA provided financial and managerial assistance to water systems through Contract 4955 Z1. This contract period is from July 1, 2015 through June 30, 2018. NeRWA also provided technical and managerial assistance to water systems through contract 3396Z1 for the period of October 1, 2008 through June 30, 2012, which was extended until June 30, 2013. Copies of these Service Contract Awards are located in Appendix D.

f. Bidder's Employee Relations to State

Within the past twelve (12) months, no party named in this proposal response is or was an employee of the State. As of the due date for proposal submission, no employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor to the bidder.

g. Contract Performance

NeRWA has had no contract terminated for default during the past two years. NeRWA has had no early termination of contracts during the past two years.

h. Summary of Bidder's Corporate Experience

The following considerations qualify NeRWA to perform the requirements set forth in RFP 5790Z1:

- Forty years of experience assisting communities with technical and managerial aspects of water system operations.
- Extensive knowledge of water system operations, management, finances, and drinking water standards.
- Success in providing water systems with education and training that results in fewer "out of compliance" water systems.
- An extensive equipment inventory that is essential to providing technical and managerial assistance to Nebraska public water systems.
- Technical support from other NeRWA field staff positions and administrative support from office staff.

On the following page is a summary matrix (Table 1) of NeRWA's experience with similar projects/programs.

Table 1

NeRWA Program Assistance					
	Managerial	Technical	Financial	Regulatory Compliance	Operator Education, Training
Program					
Circuit Rider #1	X	X	X	X	X
Circuit Rider #2	X	X	---	X	X
State Contract 4955 Z1	X	X	X	X	X

Narrative Descriptions of three NeRWA programs similar in size, scope and complexity are provided:

Circuit Rider #1

Time Period: Dec. 1, 2017 through Apr. 30, 2018 (continuing contract since 1980)
Scheduled and Completion Dates: Apr. 30, 2018 (on schedule); renewal of this contract is currently in progress.

Contractor’s Responsibilities:

Provide professional on-site technical, managerial and financial assistance to small and rural public water systems. Provide training to system personnel and boards through on-site assistance. Provide assistance to systems in acquiring financing to build, expand, and upgrade systems and comply with federal/state drinking water standards. This includes water rate studies to meet current water system expenses as well as plan for future needs. Assistance also includes assisting with weighing the financial feasibility of securing a new water source vs. treatment vs. regionalization for systems dealing with water quality compliance issues (e.g. nitrates).

NeRWA Employee: Randy Hellbusch

References: Brendan Murphy
 National Rural Water Assn.
 2915 S. 13th Street
 Duncan, OK 73533
 (580) 252-0629
 Fax (580) 255-4476
 Email nrwajb@nrwa.org

Barbara Merrill
 National Rural Water Assn.
 2915 S. 13th Street
 Duncan, OK 73533
 (580) 252-0629
 Fax (580) 255-4476
 Email nrwabm@nrwa.org

NeRWA performs the work as the prime contractor.
Scheduled and actual budget: \$117,000

Circuit Rider #2

Time Period: Dec. 1, 2017 through Apr. 30, 2018 (continuing contract since 2001)

Scheduled and Completion Dates: Apr 30, 2018 (on schedule); renewal of this contract is currently in progress.

Contractor's Responsibilities:

Provide professional on-site technical, managerial and financial assistance to small and rural public water systems. Provide training to system personnel and boards through on-site assistance. Assistance provided includes, but is not limited to, leak detection, record keeping, operation and maintenance assistance, long term planning, vulnerability assessment planning and emergency and maintenance chlorination.

NeRWA Employee: Mike Stanzel

<i>References:</i> Brendan Murphy National Rural Water Assn. 2915 S. 13 th Street Duncan, OK 73533 (580) 252-0629 Fax (580) 255-4476 Email nrwajb@nrwa.org	Barbara Merrill National Rural Water Assn. 2915 S. 13 th Street Duncan, OK 73533 (580) 252-0629 Fax (580) 255-4476 Email nrwabm@nrwa.org
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NeRWA performs the work as the prime contractor.

Scheduled and actual budget: \$117,000

State Contract 4951Z1

Time Period: July 1, 2015 through June 30, 2018

Scheduled and Completion Dates: June 30, 2018 (on schedule)

Contractor's Responsibilities:

Provide professional on-site managerial and technical assistance to small and rural public water systems. Provide assistance to systems in acquiring technical capabilities to operate and be managed in compliance with drinking water regulations. Assistance provided includes, but is not limited to, line location, leak detection, sanitary survey compliance, record keeping as well as training water system owners and employees in technical and management matters.

NeRWA Employee: Barney Whatley

<i>References:</i> Doug Woodbeck DHHS 1033 East 3 rd Street Chadron, NE 69337 (308) 763-8926 Email doug.woodbeck@dhhs.ne.gov	Scott Sprague DHHS 301 Centennial Mall South Lincoln, NE 68509 (402) 471-0088 Fax (402) 471- 6436 Email scott.sprague@dhhs.e.gov
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NeRWA performs the work as the prime contractor.

Scheduled and actual budget: \$120,819 (FY 2017/2018)

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

The Nebraska Rural Water Association is governed by a seven-member board of directors. The board provides direction to the Association through an Office Manager, who manages the programs, staff, and other business of NeRWA. The Office Manager will supervise the NeRWA staff person implementing this project. The NeRWA staff person will work 40-hour workweeks with approximately 2000 hours annually worked on the implementation of this project. It is expected that frequent communication will occur between the NeRWA staff person, the Department, the Office Manager and other applicable entities or persons.

The NeRWA staff operates in a team-oriented fashion. It is likely that communities receiving assistance through this contract will have additional assistance needs that will be identified (and which will fall outside the scope of the contract). NeRWA will be able to meet any additional needs that are identified by utilizing the experience and expertise of the organization's existing field staff programs and extensive equipment inventory (see Appendix E). Communities receiving assistance will benefit from the support of all the organization's existing field staff positions to include two Circuit Riders, Training Specialist and Sourcewater Protection Specialist. The NeRWA office staff (Office Manager and Office Assistants) will also support the project person through administrative assistance such as mailings, brochures, appointment scheduling, processing information requests, and similar support activities.

If awarded the contract, NeRWA will utilize existing staff to fulfill the contract requirements. The current staff member who will be designated to fulfill the technical assistance requirements of the contract is listed below:

Barney Whatley, Capacity Development Specialist

The resume for Barney Whatley is included (see Appendix F).

j. Subcontractors

The Nebraska Rural Water Association will not utilize any subcontractors in the completion of this contract.

3. TECHNICAL APPROACH

a. Understanding of the Project Requirements

Project Overview

The project is to provide technical, managerial and financial assistance to public water systems for the purpose of improving and maintaining adequate capacity as well as continuous compliance with the Nebraska Safe Drinking Water Act and Title 179 regulations. Systems will be identified on the Department's 2% priority ranking list. Services through this contract will be delivered in office and/or on-site at public water systems that serve 10,000 or fewer persons in Nebraska. As the majority of Nebraska's public water systems fit this category, it follows that these activities will likely have their greatest effect on small systems, and particularly on those systems that are out of compliance or may likely be in the future. By improving a water system's technical, managerial and financial capabilities, they will be better able to provide safe, affordable drinking water to customers on a reliable basis. In addition to regulatory compliance and public health protection, the assistance provided through the contract will insure the viability of the water system over the long term while decreasing water system dependence on external entities and government grant programs.

The NeRWA staff person will perform a minimum of an average of 25 on-site and/or in-office contacts each month for a minimum annual total of 300 contacts each year over the three year duration of the contract. It is understood that on-site contacts must be a minimum of one half hour in length while in-office contacts must be a minimum of two hours in length. Priority will be given to the highest ranked (from the 2% list) public water system and work down the list from there. The NeRWA staff person will work with public water system owners and operators, the Department, and other necessary organizations/agencies to increase the technical, managerial and financial capabilities of water systems to meet immediate needs and plan for future needs. NeRWA recognizes the importance of cooperating with other contractors and shall not commit or permit any act which may interfere with the performance of work by any other contractor. The desired outcome is to insure a public water system's ability to achieve and maintain compliance with drinking water standards and enhance the capacity of the owners/operators of the water system to assure the sustainability of the water system.

The NeRWA staff person will have extensive knowledge of the day-to-day operations, management, and maintenance of public water systems of all types, a thorough understanding of the regulatory requirements which impact Nebraska public water systems, and will be knowledgeable of the technical and managerial needs of public water systems. As a Contractor, NeRWA will provide a means of travel for project personnel. The staff person shall have access to the entire NeRWA equipment inventory to provide the necessary assistance to public water systems. The NeRWA staff person will be an effective communicator and maintain a close working relationship with the Department and water system owners, managers, operators, and other personnel.

The NeRWA employee shall submit (to the Department) a monthly report as outlined within the RFP to include the name of the person providing on-site assistance, the names of the public water systems and the person(s) contacted, details of the assistance provided pursuant to the contract, the dates and amount of time spent on-site or in-office to provide assistance, and if a system refuses assistance. The NeRWA employee shall submit the

monthly reports to the Department no later than the 10th day following the end of the month for which the report is for. The NeRWA employee designated to perform the on-site assistance will write the report and will also meet with the Department and other 2% Technical Assistance Team members on at least a bi-monthly schedule. This will allow the opportunity to coordinate efforts with the 2% Team. The NeRWA employee will consult with the Department for interpretation of regulations as necessary.

Project Environment

The assistance provided through this grant will primarily be delivered on-site to public water systems which serve 10,000 or fewer persons in Nebraska, as they are communicated to the Contractor on the Department's most current 2% technical assistance list. Some assistance may be completed in-office as circumstances dictate. Attendance at Board/Council meetings will occur for the purpose of assisting water system owners and employees to implement technical, managerial and financial policies and practices to secure the long-term viability of the water system.

Assistance provided through this contract will increase public water systems' technical, managerial and financial capacity in order to comply with drinking water standards and enhance capabilities to operate sufficiently in the future. The desired outcome of the contract is to enable public water systems to become self-sustaining and less dependent on external entities for assistance in maintaining capacity. Working with the 2% Technical Assistance Team is an integral part of the contract. The NeRWA staff person will meet with the Nebraska Department of Health and Human Services Regulation and Licensure (Department) and other 2% Technical Assistance Team members to share plans, training and technical assistance schedules, identify needs, and aid in any activity where more than one team member may become involved with the same public water system. The NeRWA staff person will perform a minimum of an average of 25 on-site and in-office contacts each month for an annual total of 300 contacts, giving priority to the highest ranked systems on the Department supplied 2% list. On-site contacts will be at least one half hour long and in-office contacts will be a minimum of two hours long.

Project Requirements

The NeRWA employee shall supply his own transportation and has been a water operator for a system in Nebraska. NeRWA has a proven record of working with public water systems in Nebraska. This contract will enable one full time NeRWA staff person to focus on technical, financial and/or managerial assistance. Communities will have access to all other NeRWA field staff, services and equipment offered through the Association. The combination of specialized technical/managerial assistance provided through this contract and the assistance available through NeRWA's existing programs and equipment inventory will provide unsurpassed continuity of services to public water systems in Nebraska. This will result in more timely outcomes for the affected public water systems and fewer out of compliance systems over the long term.

Scope of Work

The NeRWA staff member responsible for fulfilling this contract will meet with the Department at least bi-monthly to discuss progress and upcoming needs. NeRWA personnel currently attend these meetings and will continue to do so. NeRWA will consult with the Department as needed for advice, regulation interpretation or other matters. NeRWA will conduct an average of 25 contacts per month for a minimum

annual total of 300 contacts each year over the three year duration of the contract, working from the current 2% Priority Assistance List, attaining these contacts as prescribed in the RFP. At least 15 of all contacts will be on-site contacts.

On-site contacts will consist of at least one half (1/2) hour spent on-site providing assistance to a qualifying water system. Two (2) contacts will be allowed if more than four (4) hours in one day are spent at a system, but NeRWA understands that there will never be more than two (2) contacts allowed for any single system on any single day, unless a written corrective action goal plan is developed during that visit, in which case an additional contact can be claimed.

In-office contacts will be allowed when a minimum of at least two (2) hours is spent on work relating to a single system. This could include, but not be limited to, the development of personnel policies, operation and maintenance manuals, income surveys, etc.

When assistance is declined after a water system has been contacted, one (1) contact can be claimed, although this can only occur one time for any system during any twelve (12) month period.

b. Proposed Development Approach

The NeRWA staff has extensive knowledge of all aspects of water system operations, maintenance, and management. The NeRWA staff person will communicate frequently with the rest of the NeRWA field staff to provide the community with additional assistance pertinent to water system longevity including, but not limited to: water rate studies; water operator education and training; technical and operational assistance; and all other forms of assistance and equipment provided through NeRWA.

NeRWA is committed to providing the highest level of services to public water systems in Nebraska. NeRWA will provide the employees with all necessary office and field support and/or training for the implementation of this contract. The NeRWA staff person will have all necessary equipment needed to provide assistance to public water systems including a lap top computer, printer, cell phone, and other relevant items and materials. The employee will have access to the NeRWA equipment inventory and will be provided with any training needed to fully utilize this equipment for the benefit of public water systems. NeRWA is committed to providing its employees with on-going education and training opportunities through workshops, conferences, web casts, and other methods to assure that they have knowledge and understanding of issues affecting public water systems in Nebraska.

Work under this contract will not be subcontracted. NeRWA staff does not have any contractual or employment relationship with any public water system in Nebraska.

c. Technical Considerations

Any NeRWA employee performing work under this contract will hold a Grade 1 or Grade 2 Water Operator License. NeRWA has the ability to successfully implement the contract through a highly qualified staff, extensive membership base, forty years of success in providing on-site assistance, and a proven record of providing high quality assistance, training, education, and guidance to Nebraska's public water systems to

achieve and maintain compliance with the Nebraska Safe Drinking Water Act and Title 179 regulations. NeRWA has an extensive equipment inventory available to communities for water system operation and maintenance and to aid systems with regulatory compliance. Total value of the NeRWA equipment inventory exceeds \$110,000. Some examples of field equipment includes: several types of leak detectors, chlorinators, colorimeters, backflow testers, well sounders, line locators, chlorine testers, hydrant flow testers, and pressure recorders. This is only a partial list. Appendix E contains a complete listing of the NeRWA equipment inventory.

During 2017 the NeRWA field staff performed 1,119 on-site visits to provide technical, managerial and financial assistance to small municipal and rural water system owners/operators. Types of assistance included: leak detection, locates, chlorinator set up, correction of deficiencies identified during sanitary surveys, rule violation assistance, troubleshooting water system operation problems, wellhead/source water protection assistance, water rate studies, water system budgeting, record keeping, and a variety of other types of assistance. NeRWA also provided 199 hours of training through 37 training events across the state. The NeRWA workshops and conferences were attended by 1,140 operators from Nebraska public water systems.

NeRWA has an unsurpassed ability to reach large audiences of water system owners, operators, clerks, and other personnel through training sessions, conference events and publications. NeRWA holds two conferences each year. The Annual Spring conference attracts over 300 water operators, board members and clerks. Nearly 125 typically attend the Fall Conference. NeRWA publications include a quarterly magazine, *The Good Water News*, which is mailed to water operators, clerks and boards and has a distribution of 1300 copies; and the *Technical Action Update*, an informational brochure also printed quarterly. The NeRWA website is another tool available for delivering information to water system personnel. NeRWA events and publications are a significant opportunity to reach out to water system owners, managers, clerks and operators with technical and managerial information pertinent to water system sustainability and regulatory compliance.

d. Detailed Project Work Plan

Through the implementation of the contract, NeRWA will provide technical, managerial and financial assistance to systems identified on the Department's 2% priority ranking list. On-site assistance will be key to the success of the program. This assistance will enable communities to:

- Achieve and maintain regulatory compliance
- Improve managerial capacity of water system owners and operators to assure water system longevity
- Increase technical capabilities of water system employees to efficiently operate a public water system
- Enhance water system performance to provide safe drinking water
- Decrease water system dependence on external entities over the long term

To fulfill these goals, the NeRWA employee will carry out the following items to successfully implement the program:

- 1) Meet with the Department and other 2% Technical Assistance Team members on at least a bi-monthly schedule to share plans, training and technical assistance schedules, identify needs and coordinate activities where more than one team member may become involved with the same public water system.
- 2) Consult with the Department as needed for any advice, regulation interpretation, etc.
- 3) Perform a minimum of an average of 25 contacts from the Department's 2% list each month for an annual total of 300 contacts each year over the three year duration of the contract.
- 4) Contacts Credits:
 - a) An on-site contact will consist of a minimum of one half hour of activity related to the technical, managerial and/or financial assistance to a public water system.
 - b) More than four (4) hours on-site at the same system in one (1) day constitutes two (2) contacts.
 - c) No more than two (2) contacts can be counted for an on-site visit for one (1) day, with the exception that an on-site contact where a written correction action goal (s) plan is developed will be given one (1) additional on-site contact credit.
 - d) At least fifteen (15) on-site contacts are needed each month.
 - e) A contact is allowed for each day where time is spent doing in-office work that supports the provision of technical assistance to a water system, provided the amount of time spent is at least two hours.
 - f) If necessary, the contractor may assist a public water system more than once per month provided that the system is on the 2% technical assistance list.
 - g) If the public water system refuses offered assistance, a contact credit shall be allowed for the purposes of fulfilling the on-site contact requirement of the contract. This is applicable for a public water system only one (1) time in a twelve (12) month period.
 - h) If it is necessary for the Contractor to visit the public water system more than two (2) times in any twelve (12) month period for the same reason(s), the Department may deem the public water system to be in need of corrective action goal development.

e. Deliverables and Due Dates

As required by the contract, monthly reports will be compiled by the person who performed the on-site or in-office services. Reports will be submitted to the Department in electronic format using the computer programs and forms developed and designated by the Department. The reports shall be submitted so that the Department receives them no later than the 10th day following the end of the month which the report is for. The reports shall include a detailed summary of assistance provided during the month and include information as described in the RFP:

- 1) The name of the person providing the on-site and/or in-office technical and managerial assistance;
- 2) The name of the public water system and the public water system representative(s) contacted;
- 3) The technical and/or managerial assistance provided pursuant to the contract (written narrative);

- 4) The amount of time spent both on-site and in-office providing the assistance;
- 5) The dates that the in-office and/or on-site assistance was provided;
- 6) If a system refuses assistance from the contractor;
- 7) Any written corrective action goal plans that may have been developed on-site or in-office.

It is anticipated that the reports submitted to the Department will resemble the Attachments A and B in the RFP. It is understood that submission of monthly reports is necessary for the contractor to receive payment.

B. COST PROPOSAL

The cost of services to fulfill the contract for a 36-month term is \$355,932.60. This figure is the total fixed price to perform all of the requirements of the Request for Proposal. See **Attachment C** on the following page for fixed price details. Services will consist of a minimum of an average of 25 contact credits each month for an annual total of 300 contacts each year of the three year contract. A minimum of 15 on-site contacts will be obtained each month. Priority will be given to the highest ranked public water systems from the most current Department supplied 2% priority-ranking list. A contact consists of a minimum of 30 minutes of activity related to technical, financial and/or managerial assistance to a public water system. Monthly reports including a detailed summary of on-site assistance will be provided to the Department no later than the 10th day following the end of the month for which the report is for, as described in the RFP.

Attachment C
Option A Cost Sheet
RFP 5790 Z1

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: Nebraska Rural Water Association

	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.	\$117,470.00	\$117,470.00	\$120,992.60	\$120,992.60	\$120,992.60

Attachment C
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: Nebraska Rural Water Association

	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.	\$117,470.00	\$117,470.00	\$120,992.60	\$120,992.60	\$120,992.60

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.	\$1,465.76	\$1,465.76	\$1,465.76	\$1,509.73	\$1,509.73
Per Unit Cost: Financial and Managerial Assessments that are necessary for Drinking Water State Revolving Fund financing, along with additional assessments as directed.	\$1,465.76	\$1,465.76	\$1,465.76	\$1,509.73	\$1,509.73

C. PAYMENT SCHEDULE

Required Reports will be submitted to the State before the 10th day of the month following the month during which required services have been performed. Along with these required reports, an invoice for the monthly cost of the contract will be submitted. This monthly amount is calculated in **Attachment C** in Section B. Cost Proposal.

APPENDIX A:

Request for Proposal for Contractual Services Form

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.

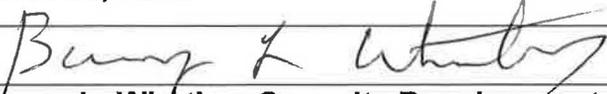
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

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:	Nebraska Rural Water Association
COMPLETE ADDRESS:	3390 Ponderosa , Wahoo NE 68066
TELEPHONE NUMBER:	(402) 443-5216
FAX NUMBER:	(402) 443-5274
DATE:	March 23, 2018
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Barney L. Whatley, Capacity Development Spec.

APPENDIX B:

**Section I, Terms and Conditions
Section II, Contractor Duties
Section III Payment
And Addendum One**

I. 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:
BYW			

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:
B&W			

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:
B&W			

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:
B&W			

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:
B&W			

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:
B&W			

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:
B&W			

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:
B&W			

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:
B&W			

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 Miscellaneous (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:
BZW			

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:
BZW			

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:
BZW			

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:
BYW			

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:
BYW			

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:
B7W			

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:
B7W			

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

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

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

II. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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:
Bjw			

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

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

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

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:
Bjw			

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:
Bjw			

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:
Bjw			

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

REQUIRED INSURANCE COVERAGE		
COMMERCIAL GENERAL LIABILITY		
General Aggregate		\$2,000,000
Products/Completed Operations Aggregate		\$2,000,000
Personal/Advertising Injury		\$1,000,000 per occurrence
Bodily Injury/Property Damage		\$1,000,000 per occurrence
Medical Payments		\$10,000 any one person
Damage to Rented Premises (Fire)		\$300,000 each occurrence
Contractual		Included
XCU Liability (Explosion, Collapse, and Underground Damage)		Included
Independent Contractors		Included
Abuse & Molestation		Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>		
WORKER'S COMPENSATION		
Employers Liability Limits		\$500K/\$500K/\$500K
Statutory Limits- All States		Statutory - State of Nebraska
Voluntary Compensation		Statutory
COMMERCIAL AUTOMOBILE LIABILITY		
Bodily Injury/Property Damage		\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability		Included
Motor Carrier Act Endorsement		Where Applicable
UMBRELLA/EXCESS LIABILITY		
Over Primary Insurance		\$5,000,000 per occurrence
PROFESSIONAL LIABILITY		
Professional liability (Medical Malpractice) Qualification Under Nebraska Excess Fund		Limits consistent with Nebraska Medical Malpractice Cap
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:
BFW			

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:
BFW			

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 after 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).

N. DISASTER RECOVERY/BACK UP PLAN

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

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:
Bjw			

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.

J. STATE PROPERTY

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

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:
Bjw			

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:
Bjw			

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.

III. 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:
BZW			

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:
BZW			

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:
BZW			

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:
BYW			

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:
BYW			

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.

ADDENDUM ONE, QUESTIONS and ANSWERS

Date: March 6, 2018
To: All Bidders
From: Annette Walton/Dianna Gilliland, Buyers
As Materiel State Purchasing Bureau
RE: Addendum for Request for Proposal Number RFP 5790 Z1
to be opened March 26, 2018 at 2:00 P.M. Central Time

Questions and Answers

No questions were received for Request for Proposal (RFP) 5790 Z1.

This addendum will become part of the proposal and should be acknowledged with the Request for Proposal.

APPENDIX C:

Financial Audit (for the year ended December 31, 2017)

**NEBRASKA RURAL
WATER ASSOCIATION
(A Nonprofit Corporation)
FINANCIAL STATEMENTS
(With Independent Auditors'
Report Thereon)
DECEMBER 31, 2017**

**NEBRASKA RURAL WATER ASSOCIATION
(A Nonprofit Corporation)**

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SECTION I
FINANCIAL STATEMENTS
AND
SUPPLEMENTARY INFORMATION

ARTHUR WHITE & ASSOCIATES, L.L.C.

CERTIFIED PUBLIC ACCOUNTANTS

302 Main Street
Tarkio, Missouri 64491
Telephone (660) 736-5811
Fax (660) 736-4364

2400 Frederick, Suite 500
St. Joseph, Missouri 64506
Telephone (816) 233-2855
Fax (816) 233-8238

INDEPENDENT AUDITORS' REPORT

March 6, 2018

Board of Directors
Nebraska Rural Water Association
Wahoo, Nebraska 68066

We have audited the accompanying financial statements of Nebraska Rural Water Association, Wahoo, Nebraska, (the Association), a nonprofit corporation, which comprise the statement of financial position as of December 31, 2017, and the related combined statements of activities and changes in net assets and cash flows for the year 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 audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of 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 auditor's 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 Nebraska Rural Water Association, Wahoo, Nebraska, as of December 31, 2017, and the changes in net assets and cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matter

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The supplemental schedules (pages 9-12) are presented for purposes of additional analysis and are not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The 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.

Arthur White & Associates, L.L.C.

ARTHUR WHITE & ASSOCIATES, L.L.C.

NEBRASKA RURAL WATER ASSOCIATION
(A Nonprofit Corporation)

COMBINED STATEMENTS OF FINANCIAL POSITION
DECEMBER 31, 2017

	Unrestricted	Temporarily Restricted	
	Internal Fund	Federal Fund	State Fund
ASSETS:			
Current assets:			
Cash and cash equivalents	\$ 668,047		
Designated cash and cash equivalents	173,051		
Total cash and cash equivalents	841,098		
Certificates of deposit	163,130		
Accounts receivable	8,372		
Contracts receivable		\$ 58,432	\$ 20,137
Due from other funds	78,569		
Total	1,091,169	58,432	20,137
Property:			
Land	31,254		
Furniture and equipment	234,911		
Building	404,371		
Less accumulated depreciation	(345,387)		
Net property	325,149		
TOTAL ASSETS	\$ 1,416,318	\$ 58,432	\$ 20,137
LIABILITIES AND NET ASSETS:			
Current liabilities:			
Current portion of long-term debt	\$ 6,792		
Accounts payable	17,588		
Payroll taxes payable	1,924		
Accrued vacation and sick leave	141,100		
Due to other funds		\$ 58,432	\$ 20,137
Total current liabilities	167,404	58,432	20,137
Long-term debt, less current portion	294,896		
Total liabilities	462,300	58,432	20,137
Net assets:			
Unrestricted, undesignated	780,967		
Unrestricted, designated	173,051		
Total net assets	954,018		
TOTAL LIABILITIES AND NET ASSETS	\$ 1,416,318	\$ 58,432	\$ 20,137

<u>Eliminations</u>	<u>Total</u>
	\$ 668,047
	173,051
	<u>841,098</u>
	163,130
	8,372
	78,569
<u>\$ (78,569)</u>	<u>-</u>
<u>(78,569)</u>	<u>1,091,169</u>
	31,254
	234,911
	404,371
	<u>(345,387)</u>
	<u>325,149</u>
<u>\$ (78,569)</u>	<u>\$ 1,416,318</u>
	\$ 6,792
	17,588
	1,924
	141,100
<u>\$ (78,569)</u>	<u>-</u>
<u>(78,569)</u>	<u>167,404</u>
	<u>294,896</u>
<u>(78,569)</u>	<u>462,300</u>
	780,967
	<u>173,051</u>
	<u>954,018</u>
<u>\$ (78,569)</u>	<u>\$ 1,416,318</u>

See Notes to Financial Statements.

NEBRASKA RURAL WATER ASSOCIATION
(A Nonprofit Corporation)

COMBINED STATEMENTS OF ACTIVITIES
AND CHANGES IN NET ASSETS
FOR THE YEAR ENDED DECEMBER 31, 2017

	Unrestricted	Temporarily Restricted		Total
	Internal Fund	Federal Fund	State Fund	
REVENUE AND RECLASSIFICATIONS:				
Membership dues	\$ 94,012			\$ 94,012
Grant revenue		\$459,475	\$ 119,634	579,109
Fee based training	52,913			52,913
Other training	11,466			11,466
State convention	157,496			157,496
Advertising	15,556			15,556
Interest	943			943
Miscellaneous	35,277			35,277
Net assets released from restrictions:				
Satisfaction of purpose restrictions	595,542	(475,908)	(119,634)	-
TOTAL REVENUE AND RECLASSIFICATIONS	963,205	(16,433)	-	946,772
EXPENSES:				
Program expenses:				
Salaries	278,982			278,982
Payroll taxes	21,609			21,609
Fringe benefits	58,919			58,919
In-kind	699			699
Travel	138,545			138,545
Indirect cost allocation	165,250			165,250
General & supporting expenses:				
Salaries	95,679			95,679
Payroll taxes	8,605			8,605
Fringe benefits	29,378			29,378
Audit	4,200			4,200
Conference	74,233			74,233
Newsletter	10,755			10,755
Depreciation	21,175			21,175
Fees	2,890			2,890
Insurance	13,669			13,669
Interest expense	14,493			14,493
Lobbying	6,396			6,396
Miscellaneous	14,159			14,159
National association dues	19,139			19,139

(Continued)

	Unrestricted	Temporarily Restricted		Total
		Internal Fund	Federal Fund	
General & supporting expenses (Continued):				
Office supplies and expense	\$ 25,614			\$ 25,614
Promotion	10,489			10,489
Property tax	7,271			7,271
Rent and lease	4,704			4,704
Repairs	14,054			14,054
Telephone	16,040			16,040
Training	14,674			14,674
Travel	21,500			21,500
Uncollectible debts	1,403			1,403
Utilities	5,234			5,234
Indirect cost allocation	(165,250)			(165,250)
TOTAL EXPENSES	934,508	-	-	934,508
INCREASE (DECREASE) IN NET ASSETS	28,697	\$ (16,433)	\$ -	12,264
NET ASSETS - Beginning of year	925,321	16,433	-	941,754
NET ASSETS - End of year	\$ 954,018	\$ -	\$ -	\$ 954,018

See Notes to Financial Statements.

NEBRASKA RURAL WATER ASSOCIATION
(A Nonprofit Corporation)

COMBINED STATEMENTS OF CASH FLOWS
FOR THE YEAR ENDED DECEMBER 31, 2017

	<u>Internal Fund</u>
CASH FLOWS FROM OPERATING ACTIVITIES:	
Increase (decrease) in net assets	\$ 28,697
Adjustments to reconcile increase (decrease) in net assets to net cash provided by operating activities:	
Depreciation	21,175
(Increase) decrease in accounts receivable	(2,622)
(Increase) decrease in contracts receivable	
(Increase) decrease in due from other funds	9,479
Increase (decrease) in accounts payable	(6,163)
Increase (decrease) in payroll taxes payable	(1,474)
Increase (decrease) in accrued vacation and sick leave	26,321
Increase (decrease) in due to other funds	
	<u>75,413</u>
NET CASH PROVIDED (USED) BY OPERATING ACTIVITIES	<u>75,413</u>
CASH FLOWS FROM INVESTING ACTIVITIES:	
Purchase of property	(18,547)
Reinvested certificates of deposit interest	(337)
	<u>(18,884)</u>
NET CASH PROVIDED (USED) BY INVESTING ACTIVITIES	<u>(18,884)</u>
CASH FLOWS FROM FINANCING ACTIVITIES:	
Payment on long term debt	(6,482)
	<u>(6,482)</u>
NET CASH PROVIDED (USED) BY FINANCING ACTIVITIES	<u>(6,482)</u>
NET INCREASE (DECREASE) IN CASH AND CASH EQUIVALENTS	50,047
CASH AND CASH EQUIVALENTS AT BEGINNING OF YEAR	<u>791,051</u>
CASH AND CASH EQUIVALENTS AT END OF YEAR	<u>\$ 841,098</u>
 SUPPLEMENTAL SCHEDULE OF CASH FLOW INFORMATION:	
Cash paid for interest	<u>\$ 14,493</u>

<u>Federal Fund</u>	<u>State Fund</u>	<u>Total</u>
\$ (16,433)		\$ 12,264
		21,175
		(2,622)
(58,432)	(20,137)	(78,569)
		9,479
		(6,163)
		(1,474)
		26,321
<u>58,432</u>	<u>20,137</u>	<u>78,569</u>
<u>(16,433)</u>	<u>-</u>	<u>58,980</u>
		(18,547)
		<u>(337)</u>
		<u>(18,884)</u>
		<u>(6,482)</u>
		<u>(6,482)</u>
(16,433)		33,614
<u>16,433</u>		<u>807,484</u>
<u>\$ -</u>		<u>\$ 841,098</u>

See Notes to Financial Statements.

NEBRASKA RURAL WATER ASSOCIATION
(A Nonprofit Corporation)

NOTES TO FINANCIAL STATEMENTS
DECEMBER 31, 2017

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Organization:

The Nebraska Rural Water Association (the Association) is organized as a nonprofit corporation. The purposes for which the Association was organized are to provide educational materials and services promoting nonprofit public water supply systems within the State of Nebraska and to provide technical information to such systems and to procure, seek, and secure funding for its activities by grants or by other means.

B. Basis of Accounting:

The Association maintains its records on the accrual basis of accounting. Income is recognized when earned for goods and services provided. Expenses are recognized when incurred.

C. Basis of Presentation:

To insure observance of limitations and restrictions placed on the use of resources available to the Association, the accounts of the Association are maintained in accordance with principles of fund accounting. This is the procedure by which resources for various purposes are classified for accounting and reporting purposes into funds established according to their nature and purpose. The following fund types are used by the Association:

Internal Fund – The Internal Fund is the general operating fund of the Association. It is used to account for all financial resources except those required to be accounted for in another fund.

Federal Fund – The Federal Fund is used to account for revenues and expenses from the Rural Utilities Service, the United States Department of Agriculture, and the Environmental Protection Agency, and includes the Wastewater Technical Assistance Program, the Circuit Rider Program, the Source Water Program, and the Training and Technical Assistance Program.

State Fund – The State Fund is used to account for revenues and expenses from departments within the State of Nebraska and includes the Capacity Development Strategy program.

Financial statement presentation follows generally accepted accounting principles. Under generally accepted accounting principles, the Association is required to report information regarding its financial position and activities according to three classes of net assets:

Unrestricted Net Assets - Net assets that are not subject to donor-imposed stipulations.

Temporarily Restricted Net Assets - Net assets whose use is subject to donor-imposed restrictions that can be fulfilled by actions of the fund pursuant to those restrictions or that expire by the passage of time.

Permanently Restricted Net Assets - Net assets which require, by donor restriction, that the corpus be invested in perpetuity and only the income be made available for program operations in accordance with donor restrictions.

NEBRASKA RURAL WATER ASSOCIATION
(A Nonprofit Corporation)

NOTES TO FINANCIAL STATEMENTS (CONTINUED)
DECEMBER 31, 2017

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, CONTINUED

D. Accounting Estimates:

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

E. Cash Equivalents:

For purposes of the statement of cash flows, the Association considers all highly liquid instruments with a maturity of three months or less to be cash equivalents.

F. Accounts Receivable:

Accounts receivable consist of amounts due under program contracts. No allowance for doubtful accounts is provided, as all accounts are considered collectible. Length of time and management decision determines when an account receivable becomes past due and when an account receivable is written off.

G. Property and Depreciation:

Property improvements which materially add to the value of the related asset or materially extend the useful life of the asset are capitalized. Normal maintenance and minor equipment purchases are included as expenses. All property is stated at cost. Depreciation is computed on the straight-line basis over a 5, 7, or 10-year period for all furniture and equipment. Depreciation is computed on the straight-line basis over a 40-year period for the building.

H. Income Taxes:

The Association files income tax returns as a nonprofit corporation under Sec. 501(c)(6) of the Internal Revenue Code. Accordingly, no income tax expense has been recorded. The Association's tax returns are subject to possible examination by the taxing authorities. For federal income tax purposes, the returns remain open for possible examination for a period of three years after the respective filing deadlines of those returns.

NEBRASKA RURAL WATER ASSOCIATION
(A Nonprofit Corporation)

NOTES TO FINANCIAL STATEMENTS (CONTINUED)
DECEMBER 31, 2017

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES, CONTINUED

I. Fair Value of Financial Instruments:

The following methods and assumptions were used to estimate the fair value of each class of financial instruments, for which it is practicable to estimate that value.

Cash and short-term investments: The carrying amount approximated fair value because of the short maturities of those instruments.

Accounts and contracts receivable: The carrying amount approximates fair value because of the short-term nature of these instruments.

Accounts payable and accrued expenses: The carrying amount approximates fair value because of the short-term nature of these liabilities.

Debt: The fair value of the Association's debt is estimated based on the current rates offered to the Association for debt of the same remaining maturities. Under this method, the Association's fair value of debt was not significantly different than the stated value at December 31, 2017.

2. CASH

Money of the Association on deposit with financial institutions was fully covered under FDIC Insurance and pledged collateral.

Cash has been designated by the Board of Directors for the following purposes:

Sewer smoking equipment	\$ 101,458
Loan Reserve	30,493
Sick leave and vacations	<u>41,100</u>
TOTAL	<u>\$ 173,051</u>

3. RETIREMENT PLAN

The Association has a defined contribution retirement plan covering substantially all of its employees. The Association is required to contribute 7% of each employee's compensation. Each employee is required to contribute 3% of their compensation, and may voluntarily contribute a maximum of 10%. The employer's contribution to the plan is vested at a rate of 20% each year. Retirement expense for the year ended December 31, 2017, was \$25,684 and is included in fringe benefits.

NEBRASKA RURAL WATER ASSOCIATION
(A Nonprofit Corporation)

NOTES TO FINANCIAL STATEMENTS (CONTINUED)
DECEMBER 31, 2017

4. NOTE PAYABLE

At December 31, 2017, the Association has a \$301,688 note payable to USDA Rural Development. This note bears interest at 4.75% and is due in monthly payments of \$1,748, including interest, through April, 2042. The note is secured by real property with a net book value of \$287,355.

A schedule of future principal payments is as follows:

2018	\$ 6,792
2019	7,122
2020	7,468
2021	7,831
2022	8,211
2023-2027	47,434
2028-2032	60,122
2033-2037	76,203
2038-2042	<u>80,505</u>
Total	<u>\$ 301,688</u>

Total interest expense for the year ended December 31, 2017, was \$14,493, all of which was charged as an expense.

5. CONCENTRATION OF CREDIT RISK

The contracts receivable of the Association are primarily amounts passed through by the National Rural Water Association and the State of Nebraska which creates a concentration of credit risk in those two entities.

6. CONTINGENCY

The Association receives federal grants and state funding for specific purposes that are subject to review and audit. These reviews and audits could lead to requests for reimbursement or to withholding of future funding for expenditures disallowed under, or other noncompliance with, the terms of the grants and funding.

7. SUBSEQUENT EVENTS

Subsequent events have been evaluated through March 6, 2018, which is the date the financial statements were available to be issued.

NEBRASKA RURAL WATER ASSOCIATION
(A Nonprofit Corporation)

**SUPPLEMENTAL SCHEDULE OF PROGRAM REVENUE,
NET ASSETS RELEASED FROM RESTRICTIONS
AND CHANGES IN NET ASSETS - FEDERAL FUND
FOR THE YEAR ENDED DECEMBER 31, 2017**

	<u>Circuit Rider</u>	<u>Source Water</u>	<u>Waste Water</u>
REVENUE:			
Grant revenue	<u>\$ 234,840</u>	<u>\$ 101,852</u>	<u>\$ 117,997</u>
Total revenue	<u>234,840</u>	<u>101,852</u>	<u>117,997</u>
NET ASSETS RELEASED FROM RESTRICTIONS:			
Salaries	103,352	53,000	57,856
Payroll taxes	7,819	4,177	4,548
Fringe benefits	40,977	1,455	9,882
Travel	58,251	20,125	32,700
Indirect cost allocation	70,736	24,257	35,485
In-kind			
Internal matching funds	<u>(46,295)</u>	<u>15,271</u>	<u>(22,474)</u>
Total net assets released from restrictions	<u>234,840</u>	<u>118,285</u>	<u>117,997</u>
INCREASE (DECREASE) IN NET ASSETS	-	(16,433)	-
NET ASSETS - Beginning of year	<u>-</u>	<u>16,433</u>	<u>-</u>
NET ASSETS - End of year	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>

**NEBRASKA RURAL WATER ASSOCIATION
(A Nonprofit Corporation)**

**SUPPLEMENTAL SCHEDULE OF COMBINING STATEMENT
OF FINANCIAL POSITION - FEDERAL FUND
DECEMBER 31, 2017**

	Circuit Rider	Source Water	Waste Water	Training	Total
ASSETS:					
Current assets:					
Contract receivable	\$ 39,140		\$ 19,292		\$ 58,432
TOTAL ASSETS	\$ 39,140	\$ -	\$ 19,292	\$ -	\$ 58,432
 LIABILITIES AND NET ASSETS:					
Current liabilities:					
Due to other funds	\$ 39,140		\$ 19,292		\$ 58,432
Total	39,140		19,292		58,432
Net assets	-		-		-
TOTAL LIABILITIES AND NET ASSETS	\$ 39,140	\$ -	\$ 19,292	\$ -	\$ 58,432

<u>Training</u>	<u>Total</u>
<u>\$ 4,786</u>	<u>\$ 459,475</u>
<u>4,786</u>	<u>459,475</u>
2,022	216,230
164	16,708
605	52,919
844	111,920
1,152	131,630
699	699
<u>(700)</u>	<u>(54,198)</u>
<u>4,786</u>	<u>475,908</u>
-	(16,433)
<u>-</u>	<u>16,433</u>
<u>\$ -</u>	<u>\$ -</u>

**NEBRASKA RURAL WATER ASSOCIATION
(A Nonprofit Corporation)**

**SUPPLEMENTAL SCHEDULE
OF FINANCIAL POSITION - STATE FUND
DECEMBER 31, 2017**

	<u>Capacity Development Strategy</u>
ASSETS:	
Current assets:	
Contract receivable	<u>\$ 20,137</u>
 TOTAL ASSETS	 <u>\$ 20,137</u>
 LIABILITIES AND NET ASSETS:	
Current liabilities:	
Due to other funds	<u>\$ 20,137</u>
 Net assets	 <u>-</u>
 TOTAL LIABILITIES AND NET ASSETS	 <u>\$ 20,137</u>

NEBRASKA RURAL WATER ASSOCIATION
(A Nonprofit Corporation)

**SUPPLEMENTAL SCHEDULE OF PROGRAM REVENUES,
NET ASSETS RELEASED FROM RESTRICTIONS AND
CHANGES IN NET ASSETS - STATE FUND
FOR THE YEAR ENDED DECEMBER 31, 2017**

	<u>Capacity Development Strategy</u>
REVENUE:	
Grant proceeds	\$ 119,634
Total revenue	<u>119,634</u>
EXPENSES:	
Salaries	62,752
Payroll taxes	4,901
Fringe benefits	6,000
Travel	26,625
Indirect cost allocation	33,620
Internal matching funds	<u>(14,264)</u>
Total net assets released from restrictions	<u>119,634</u>
INCREASE (DECREASE) IN NET ASSETS	-
NET ASSETS - Beginning of year	<u> </u>
NET ASSETS - End of year	<u>\$ -</u>

APPENDIX D:

Service Contract Award (Contract 26386 04)

Service Contract Award (Contract 66476 04)

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
 1526 K Street, Suite 130
 Lincoln, NE 68508
 Telephone: (402) 471-6500
 Fax: (402) 471-2089

PAGE 1 of 3	ORDER DATE 06/15/15
BUSINESS UNIT 25460046	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 1254956	
VENDOR ADDRESS: NEBRASKA RURAL WATER ASSOCIATION INC 3390 PONDEROSA DR WAHOO NE 68066-5553	

CONTRACT NUMBER
66467 04

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

JULY 01, 2015 THROUGH JUNE 30, 2017

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 4955 Z1

Contract to supply and deliver technical, financial and /or managerial instruction and assistance to 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 to the State of Nebraska as per the attached specifications for a two (2) year period from date of award. The contract may be renewed for two (2) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

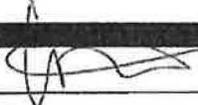
The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <http://www.das.state.ne.us/accounting/forms/achenrol.pdf>

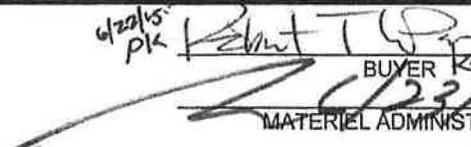
The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system mean the electronic verification of the work authorization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

The contractor, by signature to the Request For Proposal, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.

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/lb403/attestation_form.pdf>
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.


 Courtney N. Phillips, MPA
 Chief Executive Officer
 Department of Health and Human Services

6/22/15 PK

 BUYER *RS/bpl 6-22-15*
 MATERIAL ADMINISTRATOR
 6-19-15

STATE OF NEBRASKA SERVICE CONTRACT AWARD

PAGE 2 of 3	ORDER DATE 06/15/15
BUSINESS UNIT 25460046	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 1254956	

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508
Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
66467 04

The contract resulting from the Request for Proposal shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The signed Request for Proposal form and the Contractor's proposal;
4. Amendments to RFP and any Questions and Answers; and
5. The original RFP document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a 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 Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request For Proposal form and the Contractor's proposal, 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once Requests For Proposal are opened they become the property of the State of Nebraska and will not be returned.

It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section III and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied by the contractor's bid response.

Vendor Contact: Barney Whatley, GIS/GPS Technician
Phone: 402-443-5216
Cell: 402-480-4297
Fax: 402-443-5274
E-Mail: barney@nerwa.org

(06/15/15 djo)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	MANAGERIAL ASSISTANCE TO PUBLIC WATER SYSTEMS Initial period year 1 July 1, 2015 - June 30, 2016	12.0000	MO	9,583.3300	114,999.96
2	MANAGERIAL ASSISTANCE TO PUBLIC WATER SYSTEMS Initial period year 2 July 1, 2016 - June 30, 2017	12.0000	MO	9,870.8300	118,449.96
3	MANAGERIAL ASSISTANCE TO PUBLIC WATER SYSTEMS First renewal year 3 July 1, 2017 - June 30, 2018	12.0000	MO	10,068.2500	120,819.00
4	MANAGERIAL ASSISTANCE TO PUBLIC WATER SYSTEMS Second renewal year 4 July 1, 2018 - June 30, 2019	12.0000	MO	10,068.2500	120,819.00


BUYER INITIALS

STATE OF NEBRASKA SERVICE CONTRACT AWARD

PAGE 3 of 3		ORDER DATE 06/15/15	
BUSINESS UNIT 25460046		BUYER ROBERT THOMPSON (AS)	
VENDOR NUMBER: 1254956			

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508
Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
66467 04

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	Total Order				475,087.92


BUYER INITIALS

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
66467 04

PAGE 1 of 1	ORDER DATE 05/22/17
BUSINESS UNIT 25460046	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 1254956	
VENDOR ADDRESS: NEBRASKA RURAL WATER ASSOCIATION INC 3390 PONDEROSA DR WAHOO NE 68066-5553	

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

JULY 01, 2017 THROUGH JUNE 30, 2018

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 4955 Z1

Contract to supply and deliver financial and /or managerial instruction and assistance to 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 to the State of Nebraska as per the attached specifications for the contract period July 01, 2017 through June 30, 2018. The contract may be renewed for one (1) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska.

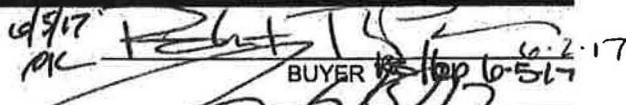
Vendor Contact: Barney Whatley, GIS/GPS Technician
Phone: 402-443-5216
Cell: 402-480-4297
Fax: 402-443-5274
E-Mail: barney@nerwa.org

THIS IS THE FIRST RENEWAL OF THE CONTRACT AS AMENDED. (fc 05/22/17)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	MANAGERIAL ASSISTANCE TO PUBLIC WATER SYSTEMS Initial period year 1 July 1, 2015 - June 30, 2016	12.0000	MO	9,583.3300	114,999.96
2	MANAGERIAL ASSISTANCE TO PUBLIC WATER SYSTEMS Initial period year 2 July 1, 2016 - June 30, 2017	12.0000	MO	9,870.8300	118,449.96
3	MANAGERIAL ASSISTANCE TO PUBLIC WATER SYSTEMS First renewal year 3 July 1, 2017 - June 30, 2018	12.0000	MO	10,068.2500	120,819.00
4	MANAGERIAL ASSISTANCE TO PUBLIC WATER SYSTEMS Second renewal year 4 July 1, 2018 - June 30, 2019	12.0000	MO	10,068.2500	120,819.00
Total Order					475,087.92



DHHS DIVISION DIRECTOR

4/9/17
MC


BUYER
MATERIEL ADMINISTRATOR
6.2.17
10-517

STATE OF NEBRASKA SERVICE CONTRACT AWARD

PAGE 1 OF 3	ORDER DATE 06/22/07
BUSINESS UNIT 20470048	BUYER MARY LANNING
VENDOR NUMBER: 538282	
VENDOR ADDRESS: NEBRASKA RURAL WATER ASSOCIATION 3390 PONDEROSA DRIVE WAHOO NE 68066-5553	

State Purchasing Bureau
301 Centennial Mail South, 1st Floor
Lincoln, Nebraska 68508

OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
26386 04

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

JULY 01, 2007 THROUGH JUNE 30, 2012

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 1935 Z1

AWARDED FROM 1935Z1

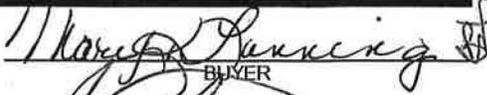
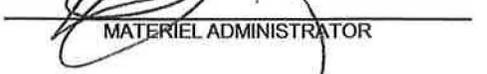
Contract to provide Financial and Managerial Assistance to Public Water Systems in Nebraska from July 1, 2007 through June 30, 2012.

The contract shall incorporate the following previously submitted documents:

1. Contract Award;
2. Any Contract Amendments, in order of significance;
3. Any Request for Proposal Addenda and or Amendments to include Questions and Answers;
4. The original RFP document;
5. The disigned Request for Proposal form; and
6. The Contractor's Proposal

VENDOR CONTACT: Clancy Dempsey
PHONE: (402) 443-5216
FAX: (402) 443-5274

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
1	Year 1 Financial & Managerial Assistance	12	MO	8,766.2500	105,195.00
2	Year 2 Financial & Managerial Assistance	12	MO	8,941.5000	107,298.00
3	Year 3 Financial & Managerial	12	MO	8,941.5000	107,298.00


BUYER

MATERIEL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mail South, 1st Floor
Lincoln, Nebraska 68508

OR

P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER

26386 04

PAGE 2 OF 3		ORDER DATE 06/22/07	
BUSINESS UNIT 20470048		BUYER MARY LANNING	
VENDOR NUMBER: 538282			

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
	Assistance				
4	Year 4 Financial & Managerial Assistance	12	MO	9,120.3330	109,444.00
5	Year 5 Financial & Managerial Assistance	12	MO	9,120.3330	109,444.00
Total Order					538,679.00

STATE OF NEBRASKA
Lincoln, Nebraska

STANDARD CONDITIONS AND TERMS OF CONTRACTUAL SERVICES AND LEASING SOLICITATION AND OFFER

.. 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:
<http://www.das.state.ne.us/materiel/purchasing/purchasing.html>

SCOPE: These standard conditions and terms of Request for Proposal for Contractual Services and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.

EXECUTION: Proposals must be signed in ink by the bidder on the State of Nebraska's Request for Proposal for Contractual Services form. All proposals must be typewritten or in ink and include the signed State of Nebraska's Request for Proposal for Contractual Services form. Erasures and alterations must be initialed by the contractor in ink. No telephone, facsimile or voice proposals will be accepted. Failure to comply with these provisions may result in the rejection of the proposal.

PAYMENT: Payment will be made by the responsible agency in conjunction with the State of Nebraska Prompt Payment Act (Neb. Rev. Stat. §81-2401 through 81-2408). The State may request that payment be made electronically instead of by State warrant.

COLLUSIVE BIDDING: The bidder's signature on the State of Nebraska's Request for Proposal for Contractual Services form is a guarantee that the prices quoted have been arrived at without collusion with other eligible bidders and without effort to preclude the State of Nebraska from obtaining the lowest possible competitive price.

SPECIFICATIONS: Bidders must submit a proposal in accordance with the Terms and Conditions of the Request for Proposal.

ALTERNATE TERMS AND CONDITIONS: The State, at its sole discretion, may entertain alternative terms and conditions which deviate from the Request for Proposal requirements. Alternative terms and conditions may be considered if overall contract performance would be improved but not compromised, and if they are in the best interest of the State of Nebraska. Alternative terms and conditions must be submitted with the proposal and must be clearly identified and detailed in such a way that allows such deviations to be fully evaluated. Alternative terms and conditions are discouraged and unless explicitly accepted by the State are deemed to be rejected.

PROPOSAL OPENING: Openings shall be public on the date and time specified in the Request for Proposal. It is the bidder's responsibility to assure the proposal is delivered no later than the designated date, time and place of the proposal opening. Telephone and/or fax proposals are not acceptable. A proposal may not be altered after opening of the proposals.

LATE PROPOSALS: Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals will be returned to the bidder unopened. The State is not responsible for proposals that are late or lost due to mail service inadequacies, traffic or other similar reasons.

RECYCLING: Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per state statute (Neb. Rev. Stat. §81-15, 159).

AWARD: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. 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.

PERFORMANCE AND DEFAULT: The State reserves the right to require a performance bond from the successful contractor, as provided by law, without expense to the State. Otherwise, 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.

NONDISCRIMINATION: 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 or privileges of employment because of race, color, religion, sex, disability, 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 Request for Proposal.

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

GRIEVANCE AND PROTEST: Grievance and protest procedure is available by contacting the buyer. Any Protests must be filed by a vendor within ten (10) calendar days after the intent to award decision is posted to the internet.

ORIGINAL

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
301-Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508

OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

CONTRACT NUMBER
26386 O4

PAGE 1 of 2	ORDER DATE 05/04/12
BUSINESS UNIT 25460046	BUYER MARY LANNING (AS)
VENDOR NUMBER: 538282	
VENDOR ADDRESS: NEBRASKA RURAL WATER ASSOCIATION 3390 PONDEROSA DRIVE WAHOO NEBRASKA 68066-5553	

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

JULY 01, 2012 THROUGH JUNE 30, 2013

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 1935 Z1

Contract to provide Financial and Managerial Assistance to Public Water Systems in Nebraska to the State of Nebraska, for a period effective July 1, 2012 through June 30, 2013.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <http://www.das.state.ne.us/accounting/forms/achenrol.pdf>

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

The contractor certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract. 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: www.das.state.ne.us.
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 require 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.

The contract shall incorporate the following previously submitted documents:

1. Contract Award;
2. Any Contract Amendments, in order of significance;
3. Any Request for Proposal Addenda and/or Amendments to include Questions and Answers;
4. The original RFP document;
5. The signed Request for Proposal form; and

Mary Lanning RK5/4/12
 BUYER 5/4/12
[Signature]
 MATERIEL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
 301 Centennial Mall South, 1st Floor
 Lincoln, Nebraska 68508
 OR
 P.O. Box 94847
 Lincoln, Nebraska 68509-4847
 Telephone: (402) 471-2401
 Fax: (402) 471-2089

PAGE 2 of 2	ORDER DATE 05/04/12
BUSINESS UNIT 25460046	BUYER MARY LANNING (AS)
VENDOR NUMBER: 538282	

CONTRACT NUMBER
26386 O4

6. The Contractor's Proposal.

Vendor Contact: Salli Kemerling
 Phone: 402-443-5216
 Fax: 402-443-5274
 E-Mail: salli@nerwa.org

THIS IS THE FIRST RENEWAL OF THE CONTRACT. The vendor contact name has been updated. (05/04/12 djg)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
6	YEAR 6 FINANCIAL & MANAGERIAL ASSISTANCE	12.0000	MO	9,120.3330	109,444.00
Total Order					109,444.00

Md
 BUYER INITIALS 5/4/12

APPENDIX E:

NeRWA Equipment Inventory – April 2015

Appendix E

FIELD EQUIPMENT INVENTORY

FIELD EQUIPMENT	NO.	PURCHASE DATE	COST	MODEL	SERIAL NO.	NeRWA #
2008 GeoXH (GPS) (with software)	1	4/20/2010	\$6,690.00	2008 GeoXH	5006462912	#106
Backflow Test Kit - Midwest	1		\$600.00	844P	783960	
Backflow Tester - Barton	1				246-128443	
Backflow Tester - Conbraco	1	Jun-05	DONATION	40-200-TK5	324719	#64
Backflow Tester - DC	1	May-04	DONATION	TK-DP	40865	#044
Backflow Tester - Watts	1	Oct. 2004	DONATION	TK-9A	133485	#052
Backflow Tester - Watts	1		\$600.00	TK9A	7776-1	
Backflow Tester - Watts	1		\$600.00	TK9A	13350-1	
Backflow Tester - Watts	1	Nov. 2004	DONATION	TK9A	1516-E1003	#56
Backflow Tester - Wilkins	1	13-Apr-06	DONATION	TG-5	3061060	#079
Chlorinator (Chlorine pump) - Stenner	1	Apr.-04	DONATION		D-22157-GG	#043
Chlorinator (Chlorine pump) - Stenner	1		\$298.12		D-24410FL	#048
Chlorinator (Chlorine pump) - Stenner	1	9-Nov-01	\$298.12	85MPH17-1/4-115	D-28989-GI	#013
Chlorinator (Chlorine pump)-Stenner	1	Feb. 2005	\$317.29		1060500675	#057
Chlorinator (Chlorine pump)-Stenner	1		\$317.29	85 MHP17	D-36597-GL	#077
Chlorinator (Chlorine Pump)-Stenner	1	Feb.-04	\$310.17	85MHP17-1/4"	08060324245-1/4	#036
Chlorinator (chlorine pump)-Stenner	1	Feb. 2005	\$317.29		1190502387	#058
Chlorinator (chlorine pump)-Stenner	1	Feb. 2005	\$317.29		1190502386	#059
Chlorinator (chlorine pump)-Stenner	1	1/12/09	\$300.00	85 MPH 17	121708 42746	#099
Chlorinator (chlorine pump)-Stenner	1	1/12/09	\$300.00	85 MPH 17	121708 42743	#100
Chlorine Residual Tester-Hach Pocket Colorimeter II)	1	Apr.-04	\$335.00	58700-00	40300013268	#042
Chlorine Residual Tester-Hach Pocket Colorimeter II)	1	5/14/2013 (donation)	\$426.80	58700-00	OE 137506	#116
Chlorine Residual Tester-Hach Pocket Colorimeter II)	1	8/20/2009	\$360.00	II	09060E124761	#101
Chlorine Residual Tester-Hach Pocket Colorimeter II)	1	8/15/2009	\$360.00	5953000	09060E124954	#102
Colorimeter - Hach Multi	1	Dec-05	\$970.00	DR890	050590C20108	#066
Colorimeter - Hach Multi	1	Dec-05	\$970.00	DR890	050990C56169	#067
Colorimeter - Hach Multi	1	Dec-05	\$970.00	DR890	050690C20140	#068
Elephant Ground Mike	1	9/15/06	\$1,150.00	with 2 piece handle	12050593	
Garmin GPS Unit	1	May-08	\$209.99	GPS map 76S	17914276	#096
Garmin GPS Unit	1	May-08	\$209.99	GPS map 76S	17911000	#097
Garmin GPS Unit	1	1-Mar-04	\$175.00	GPS 72	82281984	#081
Garmin GPS Unit	1	10-Aug-05	\$199.00	GPS map 76S	80285082	#082
Garmin GPS Unit	1	9-Feb-06	\$350.00	GPS MAP 76S	93671685	#069
Garmin GPS Unit	1	9-Feb-06	\$350.00	GPS MAP 76S	93671699	#070
Garmin GPS Unit	1	9-Feb-06	\$350.00	GPS MAP 76S	93683885	#071
Geo X H Standalone System	1	5/15/08	\$5,295.00	Geo X H	4813424059	#095
Groundwater Model	1		\$400.00	UNL		#074
Groundwater Model	1	9-Feb-06	\$525.00	UNL		#072
Groundwater Model	1	9-Feb-06	\$525.00	UNL		#073
Groundwater Model	1	9-Feb-06	\$1,331.00	enVISION 3000		#075
Hydrant Flow Tester	1		\$450.00			
Hydrant Flow Tester	1	Jun-01	\$717.34	GFE MFG		#083
Hydrant Flow Tester	1		\$450.00			
Itron Correlator	1	4/16/2010	\$21,805.00	Flow Metrix 1068130-1	Blue - 030124347 Red- 03014375	Blue #108 Red #109
Line Finder	1	4/20/2015	\$2,610.00	LF 2200	153924	#122
Line Locator - Metrotech	1	Jun-13	\$3,800.00	9890 DLXT -6EN2	50761	#117
Line Locator - Metrotech	1	Jan-01	\$3,354.18	9860 DLXT	19200	#007
Line Locator - Metrotech -magnetic	1	Jul-01	\$854.00	880B	15718	#003
Locator - Ferromagnetic - Metrotech	1	5-May-03	\$729.80	880B	18590	#028

FIELD EQUIPMENT INVENTORY

Locator - Valve Box	1	7/21/2010	\$821.27	880B	880B070810003	#110
Locator - Valve Box - Metrotech	1		\$3,200.00	880B	17170	#008
Measuring Wheel - Kesson	1	15-Mar-10	\$95.95	RR30	52837026425	#105
PH & Temp Meter - La Motte	1	1-Aug-01	\$496.50	WTW PH 330	1200126	#014
PH & Temp Meter - La Motte	1		\$490.00	WTW PH 330	2A20-101C	#027
PH & Temp Meter - La Motte	1		\$496.50	WTW PH 330		#039
PH & Temp Meter - La Motte	1	1-Aug-01	\$496.50	WTW PH 330	1020151	#035
PH & Temp Meter - La Motte	1	8-Aug-01	\$496.50	WTW PH 330	NR99480147	#080
Pipe Crimper	1		\$300.00			
Pressure Recorder - Dickson	1		\$400.00	PR100	4303576	
Pressure Recorder - Dickson	1		\$400.00	PR100	4243814	
Pressure Recorder - Dickson	1	8/15/12	\$600.00	PW861	12116058	#114
Qwik Freezer - CO2	1		DONATION			#010
Valve Box Locator - Metrotech	1	12/21/2009	\$800.00	880B	880B120809002	#104
Valve Box Locator - Metrotech	1	12/21/2009	\$800.00	880B	880B120809001	#103
Valve Exerciser - 79-000-25 Compact Gas VMT: single; Turner Valve Maintenance Trailer	1		\$24,681.00	79-000-25 Compact Gas VMT: single	1E9PT101XCC297673	
Water Level Indicator	1	Apr-00	\$138.39	Sony HF VCRq		
Water Point Leak Correlator	1	8/15/15	\$8,050.00		LNC-60030, LNC-20030, LNC-30030 (3 parts)	#124
Well Sounder	1			(gray metal box)		#088
Well Sounder - Solinst	1	May-07	DONATION	200 Foot	2880	#090
Well Sounder - Solinst	1	May-07	DONATION	200 Foot	28052	#091
Well Sounder - Solinst	1	May-07	DONATION	500 Foot	34543	#092
Zephyr Antenna Kit & Carbon Fiber Pole	1	5/15/08	\$2,430.00		60241026	

APPENDIX F:
Barney Whatley Resume

BARNEY WHATLEY

2514 Winston Circle • Fremont, Nebraska 68025 • (402) 727-1418

EMPLOYMENT HISTORY

CAPACITY DEVELOPMENT SPECIALIST
Nebraska Rural Water Association

TIME EMPLOYED: JULY 2015 – PRESENT
Wahoo, Nebraska

Work is performed in close cooperation with the DHHS Public Water Supply Program personnel (State Contract 66467) to provide professional on-site managerial and financial assistance to small public water systems. Areas of assistance includes acquiring financing to build, expand, and upgrade systems; compliance with drinking water regulations; completing and analyzing water system assessments and then formulating recommendations to increase the water system capacity and sustainability. Additional assistance includes, but is not limited to, rate studies, record keeping, personnel policies, reviewing pre-engineering reports, as well as training water system owners and employees in financial and management matters.

GIS/GPS SPECIALIST
Nebraska Rural Water Association

TIME EMPLOYED: JULY 2013 – JUNE 2015
Wahoo, Nebraska

Worked with systems desiring an accurate map of their water and wastewater infrastructure. Duties included collecting GPS points for systems and drawing utility maps. The maps were then printed, laminated and bound into map books.

CAPACITY DEVELOPMENT SPECIALIST
Nebraska Rural Water Association

TIME EMPLOYED: JULY 2007 – JUNE 2013
Wahoo, Nebraska

Work is performed in close cooperation with the DHHS Public Water Supply Program personnel (State Contract 26386 04) to provide professional on-site managerial and financial assistance to small public water systems. Areas of assistance includes acquiring financing to build, expand, and upgrade systems; compliance with drinking water regulations; completing and analyzing water system assessments and then formulating recommendations to increase the water system capacity and sustainability. Additional assistance includes, but is not limited to, rate studies, record keeping, personnel policies, reviewing pre-engineering reports, as well as training water system owners and employees in financial and management matters.

SOURCE WATER PROTECTION SPECIALIST
Nebraska Rural Water Association

TIME EMPLOYED: JULY 2005 – JULY 2007
Wahoo, Nebraska

Assisted water systems within the State of Nebraska in developing and implementing source water protection plans to safeguard their drinking water. Facilitated meetings with water systems, governmental agencies, technical assistance providers, local civic groups and area citizens to obtain input for the area plans. Developed informational brochures for systems to use in providing source water protection information to residences of the communities and also those residents living within the source water protection area. Completed contaminant source inventories for systems and plotted the results on a map of the source water protection area.

DEPUTY CIRCUIT RIDER
Nebraska Rural Water Association

TIME EMPLOYED: JUNE 2001 – JULY 2005
Wahoo, Nebraska

Assisted small water systems, which were having compliance problems with the Safe Drinking Water Act, particularly those with bacteriological compliance problems. Assisted with water rate studies and water operator re-certification seminars. Worked closely with the state primacy agency and other technical assistance providers in coordinating assistance to water systems in need. Traveled extensively across the state in the performance of the above duties, and occasionally attended town board meetings to discuss water system concerns. Taught 5-day Grade 6 Backflow Test and Repair Technician certification courses and 1-day backflow re-certification classes.

TRAINING SPECIALIST
Nebraska Rural Water Association

TIME EMPLOYED: JANUARY 2000 – JUNE 2001
Wahoo, Nebraska

Scheduled and facilitated all training provided by Nebraska Rural Water Association. Set up class sites, schedules and agendas. Also assisted in the scheduling of the Annual Conference and the Western Conference, setting up training sessions, meals, entertainment and agendas. Provided hands-on technical assistance to water systems as a follow-up to scheduled training classes and also upon request from the system.

DEPUTY CIRCUIT RIDER
Nebraska Rural Water Association

TIME EMPLOYED: MAY 1999 – JANUARY 2000
Wahoo, Nebraska

Assisted small water systems, which were having compliance problems with the Safe Drinking Water Act, particularly those with bacteriological compliance problems. Assisted with water rate studies and water operator re-certification seminars. Worked closely with the state primacy agency and other technical assistance providers in coordinating assistance to water systems in need. Traveled extensively across the state in the performance of the above duties, and occasionally attended town board meetings to discuss water system concerns.

EDUCATION

GRADE IV WATER OPERATOR
State of Nebraska

YEAR OBTAINED: 1978
Lincoln, Nebraska

Completed the Mark Hammer correspondence course.
GRADE III WATER OPERATOR
State of Nebraska

YEAR OBTAINED: 1980
Lincoln, Nebraska

Completed the course and successfully passed the examination for Grade III.

GRADE I WATER OPERATOR
State of Nebraska

YEAR OBTAINED: 1981
Lincoln, Nebraska

Completed the course in Lincoln, Nebraska and received a Grade I-P certificate until the experience requirement was met, at which time a Grade I certificate was issued.

GRADE VI WATER OPERATOR
ALH Trainers

YEAR OBTAINED: 1998
North Platte, Nebraska

Completed the 5 day course and passed the examination to receive a Grade VI certificate.

SKILLS

COMPUTER LITERATE

WORKING KNOWLEDGE OF WORD AND EXCEL PROGRAMS

EXPERIENCED IN WATER MAIN REPAIR AND INSTALLATION

EXPERIENCE IN MUNICIPAL BUDGETING

WORKING KNOWLEDGE OF WIRING AND ELECTRICITY

FAMILIAR WITH OPERATION OF CONSTRUCTION EQUIPMENT (BACKHOE, LOADER, ETC.)

FAMILIAR WITH ALL FACETS OF WATER SYSTEM OPERATION AND MAINTENANCE

FAMILIAR WITH STATE OF NEBRASKA REGULATIONS COVERING WATER SYSTEMS AND
CROSS CONNECTION CONTROL

PERSONAL INFORMATION

I am married and have one son, one step daughter, two step sons and seven grandchildren. My son lives in Kearney, Nebraska with his son. My stepdaughter and her family currently live in Lincoln, Nebraska. One stepson lives in Wichita Kansas with his family and the other lives in Pierre South Dakota with his family.

My wife and I enjoy camping and traveling around the country as our time and finances permit. In my spare time I enjoy teaching myself computer skills, taking long walks, and watching sports on television. I also like to read and do crossword and jigsaw puzzles when I have the time.

REFERENCES

Tom Goulette, City Administrator, City of West Point
925 East Grove
West Point, Nebraska 68788
(402) 372-2466

Joy Beck, Village Clerk, Village of Elsie
P.O. Box 103
Elsie, Nebraska 69134
(308) 228-2500

Wade Turner, Water Operator, Village of Paxton
P.O. Box 156
Paxton, NE 69155
(308) 530-0350

APPENDIX G:
NeRWA Insurance Declarations



EMPLOYERS MUTUAL CASUALTY COMPANY (15539) PRIOR POLICY: 4H3-79-01-17
 RENEWAL INFORMATION PAGE WC000001A
 WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

THIS INFORMATION PAGE ALONG WITH THE 'POLICY PROVISIONS' COMPLETES THE NUMBERED POLICY.

 * POLICY NUMBER *
 * 4 H 3 - 7 9 - 0 1 --- 18 *

ITEM 1

N A M E D I N S U R E D : P R O D U C E R :

NEBRASKA RURAL WATER ASSOCIATION
 3390 PONDEROSA DR
 WAHOO NE 68066-5553

INSPRO, INC
 DBA INSPRO INSURANCE
 PO BOX 336
 WAHOO NE 68066-0336

AGENT: AB 7782
 AGENT PHONE: (402)443-3742
 MICHAEL J. CHVATAL
 CLAIM REPORTING: (888)362-2255
 SERVICING CARRIER: (402)951-8300

AGENCY BILL

PHONE NUMBER: 402-443-5274
 INSURED IS: NOT FOR PROFIT ORG
 BUS DESC: CONSULTANTS TO WATER DIST
 INTRASTATE ID:
 FED. EMPLOYER'S ID: 470600532
 SIC CODE: 4941

ITEM 2 POLICY PERIOD: 12:01 A.M., STANDARD TIME AT THE INSURED'S MAILING ADDRESS
 FROM: AUG/01/17 TO: AUG/01/18

ITEM 3

- A. WORKERS' COMPENSATION INSURANCE: PART ONE OF THE POLICY APPLIES TO THE WORKERS' COMPENSATION LAW OF THE STATES LISTED HERE; NE
- B. EMPLOYERS' LIABILITY INS.: PART TWO OF THE POLICY APPLIES TO WORK IN EACH STATE LISTED IN ITEM 3.A. THE LIMITS OF OUR LIABILITY UNDER PART TWO ARE
 - BODILY INJURY BY ACCIDENT \$ 500,000 EACH ACCIDENT
 - BODILY INJURY BY DISEASE \$ 500,000 EACH EMPLOYEE
 - BODILY INJURY BY DISEASE \$ 500,000 POLICY LIMIT
- C. OTHER STATES INS: PART THREE OF THE POLICY APPLIES TO ALL STATES EXCEPT ME, ND, OH, WA, WY, AND STATES DESIGNATED IN ITEM 3.A SHOWN ABOVE.
- D. THIS POLICY INCLUDES THESE ENDORSEMENTS AND SCHEDULES:
 - 0405B(08/15)*, IL7004(09/16)*, IL7131A(04/01)*, IL8383.2A(01/15),
 - IL8576(09/09)*, WC000000C(01/15), WC000313(04/84), WC000414(07/90),
 - WC000419(01/01), WC000421D(01/15), WC000422B(01/15), WC000424(01/17)*,
 - WC000425(05/17)*, WC260403(05/17)*, WC260601C(07/96), WC7003A(09/86)*,
 - WC7005(07/11), WC8130(10/14)

REFER TO PRIOR DISTRIBUTION(S) FOR ANY FORMS NOT ATTACHED

ITEM 4

THE PREMIUM FOR THIS POLICY WILL BE DETERMINED BY OUR MANUALS OF ESTIMATED RULES, CLASSIFICATIONS, RATES AND RATING PLANS. ALL INFORMATION ANNUAL REQUIRED BELOW IS SUBJECT TO VERIFICATION AND CHANGE BY AUDIT. PREMIUM

SEE CLASSIFICATION OF OPERATIONS SCHEDULE ATTACHED
 PREMIUM SUBTOTAL - SEE SCHEDULE ATTACHED . \$ 2,566.00
 WAIVER OF OUR RIGHT TO RECOVER . \$ 50.00
 EXPENSE CONSTANT . \$ 250.00

COPYRIGHT 1983 NATIONAL COUNCIL ON COMPENSATION INSURANCE
 ISSUED FROM: EMC INSURANCE CO, PO BOX 2070, OMAHA, NE 68103

DATE OF ISSUE: 07/21/17 (BPP) COUNTERSIGNED BY: DATE:

FORM WC7002A 09/86 (BPP) 08/01/17 003 TB 4H37901 1801



EMPLOYERS MUTUAL CASUALTY COMPANY (15539)

POLICY NUMBER: 4H3-79-01---18

NEBRASKA RURAL WATER

EFF DATE: 08/01/17

EXP DATE: 08/01/18

WORKERS COMPENSATION POLICY DECLARATIONS

ENDORSEMENT SCHEDULE

FORM	EDITION DATE	DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
*0405B	08-15	PRIVACY NOTICE	
*IL7004	09-16	MUTUAL POLICY PROVISIONS	
*IL7131A	04-01	COMM'L POLICY ENDORSEMENT SCHEDULE	
IL8383.2A	01-15	DISCL PURSUANT TERRSM RISK INS. ACT	\$ 76
*IL8576	09-09	MEDICARE IMPT NOTICE TO POLICYHOLDER	
WC000000C	01-15	WC AND EMPLOYERS LIABILITY INSURANCE	
WC000313	04-84	WAIVER OF OUR RIGHT TO RECOVER THIS AGREEMENT SHALL NOT OPERATE DIRECTLY OR INDIRECTLY TO BENEFIT ANYONE NOT NAMED BELOW: - STATE OF NEBRASKA ADMINISTRATIVE SERVICE RISK MANAGEMENT	
WC000414	07-90	NOTIFICATION OF CHANGE IN OWNERSHIP	
WC000419	01-01	PREMIUM DUE DATE ENDORSEMENT	
WC000421D	01-15	CATASTROPHE O/T CERT ACTS TERRORISM	
WC000422B	01-15	TERRORISM REAUTHORIZATION ACT END.	
*WC000424	01-17	AUDIT NONCOMPLIANCE CHARGE STATE(S) : NE BASIS OF AUDIT NONCOMPLIANCE CHARGE: ESTIMATED ANNUAL PREMIUM MAXIMUM AUDIT NONCOMPLIANCE CHARGE MULTIPLIER: 2.000	
*WC000425	05-17	EXPERIENCE RATING MOD FACTOR REVISIO	
*WC260403	05-17	NE EXPERIENCE RATING MOD FACTOR REV	
WC260601C	07-96	NE CANCELLATION & NONRENEWAL ENDST	
*WC7003A	09-86	WORKERS COMPENSATION SCHEDULE	
WC7005	07-11	WC QUICK REFERENCE	
WC8130	10-14	IMPORTANT NOTICE	

DATE OF ISSUE: 07/21/17

FORM: IL7131A (ED. 04-01)

003

TB

4H37901 1801



EMPLOYERS MUTUAL CASUALTY COMPANY (15539)
NEBRASKA RURAL WATER

POLICY NUMBER: 4H3-79-01---18
EFF DATE: 08/01/17 EXP DATE: 08/01/18

THIS DISCLOSURE IS ATTACHED TO YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS DISCLOSURE DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

DISCLOSURE PURSUANT TO
TERRORISM RISK INSURANCE ACT

SCHEDULE

Terrorism Premium (Certified Acts) \$76.00

A. Disclosure Of Premium:

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorism acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this disclosure or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses:

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. For losses occurring in 2015, the federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. Beginning on January 1, 2016, the federal share will decrease by one percentage point per calendar year until equal to 80% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses:

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

The following statement is required to be part of the disclosure notice in MISSOURI:

The premium above is for certain losses resulting from certified acts of terrorism as covered pursuant to coverage provisions, limitations and exclusions in this policy. You should read the definition in your policy carefully, but generally speaking, "certified" acts of terrorism are acts that exceed \$5 million in aggregate losses to the insurance industry and which are subsequently declared by the U.S. Secretary of the Treasury as a certified terrorist act under the Terrorism Risk Insurance Act. Some losses resulting from certified acts of terrorism are not covered. Read your policy and endorsements carefully.

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DATE OF ISSUE: 07/21/17

FORM: IL8383.2A(01-15)

003 TB

4H37901 1801



EMPLOYERS MUTUAL CASUALTY COMPANY
 NEBRASKA RURAL WATER A

POLICY NUMBER: 4H3-79-01--18
 EFF DATE: 08/01/17 EXP DATE: 08/01/18

EXTENSION OF INFORMATION PAGE

WC000001A

ITEM 4 - CLASSIFICATION OF OPERATIONS SCHEDULE

NEBRASKA

(001) 3390 PONDEROSA DR
 WAHOO, NE. 68066-5553

NUMBER OF EMPLOYEES:

MAXIMUM # OF EMPLOYEES EXPOSED AT ANY ONE TIME: 11

FULL TIME: 11

PART TIME:

SIC: 4941

CLASSIFICATION PHRASEOLOGY	.CODE . . NO.	ESTIMATED ANNUAL REMUNERATION	RATES PER \$100 REMUNERATION	ESTIMATED ANNUAL PREMIUM
SALESPERSONS, COLLECTORS, OR MESSENGERS - OUTSIDE	.8742	325,000.	0.68 \$	2,210.00
CLERICAL OFFICE EMPLOYEES NOC	.8810	56,000.	0.23 \$	129.00
WATERWORKS OPERATION & D	.7520	IF ANY.	6.80 \$	0.00
EMPLOYERS LIABILITY PREMIUM FOR INCR LIMITS PART TWO.	.9807	.	.\$ (MP)	75.00
SUBJECT PREMIUM				.\$ 2,414.00
STATE TOTAL ESTIMATED STANDARD PREMIUM				.\$ 2,414.00
SPECIFIC WAIVER OF OUR RIGHT TO RECOVER - CODE 9656				.\$ 50.00
Terrorism - Code 9740 (RATE .02)				.\$ 76.00
Catastrophe (Other Than Cert Acts) - Code 9741 (RATE .02)				.\$ 76.00
STATE TOTAL PREMIUM				.\$ 2,616.00
ESTIMATED POLICY PREMIUM				.\$ 2,616.00
EXPENSE CONSTANT				.\$ 250.00
TOTAL ESTIMATED POLICY PREMIUM				.\$ 2,866.00

ISSUED FROM: OMAHA, NE
 DATE OF ISSUE: 07/21/17 (BPP)
 FORM WC7003A 09/86 (BPP)

08/01/17 003 TB 4H37901 1801



EMPLOYERS MUTUAL CASUALTY COMPANY

PRIOR POLICY: 4D3-79-01

GENERAL LIABILITY DECLARATIONS

POLICY PERIOD: FROM 08/01/17 TO 08/01/18

* POLICY NUMBER *
* 4 D 3 - 7 9 - 0 1---18 *

NAMED INSURED:

PRODUCER:

NEBRASKA RURAL WATER ASSOCIATION
3390 PONDEROSA DR
WAHOO NE 68066-5553

INSPRO, INC
DBA INSPRO INSURANCE
PO BOX 336
WAHOO NE 68066-0336

AGENT: AB 7782
AGENT PHONE: (402)443-3742
MICHAEL J. CHVATAL
CLAIM REPORTING: (888)362-2255
SERVICING CARRIER: (402)951-8300

AGENCY BILL

INSURED IS: NOT FOR PROFIT ORG BUSINESS DESC: CONSULTANTS TO WATER DIST

LIMITS OF INSURANCE

EACH OCCURRENCE LIMIT \$ 1,000,000
DAMAGE TO PREMISES RENTED TO YOU LIMIT \$ 300,000 ANY ONE PREMISES
MEDICAL EXPENSE LIMIT \$ 5,000 ANY ONE PERSON
PERSONAL AND ADVERTISING INJURY LIMIT \$ 1,000,000 ANY ONE PERSON OR ORGANIZATION
GENERAL AGGREGATE LIMIT \$ 2,000,000
PRODUCTS/COMPLETED OPERATIONS AGGREGATE LIMIT \$ 2,000,000

COVERAGES PROVIDED PREMIUM

OTHER THAN PRODUCTS/COMPLETED OPERATIONS \$ 482.00
TOTAL ESTIMATED POLICY PREMIUM \$ 482.00

SEE ATTACHED SCHEDULE FOR LOCATION OF ALL PREMISES OWNED, RENTED OR OCCUPIED.

FORMS APPLICABLE:

CG0001(04/13), CG2106(05/14), CG2147(12/07), CG2170(01/15),
CG2176(01/15), CG2250(04/13), CG7001A(10/12), CG7003(10/13),
CG7166(10/13), CG7191(08/14), IL0021(05/02), IL0259(09/07),
IL7028(05/15), IL7131A(04/01)*, IL8021(04/88)*, IL8383.2A(01/15),
IL8384A(01/08), IL8576(09/09)*, IL8745(03/17)*

REFER TO PRIOR DISTRIBUTION(S) FOR ANY FORMS NOT ATTACHED

AUDIT PERIOD: ANNUAL

DATE OF ISSUE: 07/21/17 BPP



EMPLOYERS MUTUAL CASUALTY COMPANY

POLICY NUMBER: 4D3-79-01---18

NEBRASKA RURAL WATER

EFF DATE: 08/01/17

EXP DATE: 08/01/18

GENERAL LIABILITY POLICY
DECLARATIONS

=====
ENDORSEMENT SCHEDULE

FORM	EDITION DATE	DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
CG0001	04-13	COMMERCIAL GEN LIABILITY COV FORM	
CG2106	05-14	EXCL-ACCESS/DISCL OF CONFID/PERSONAL	
CG2147	12-07	EXCL-EMPLOYMENT RELATED PRACTICES	
CG2170	01-15	CAP/LOSSES FROM CERT ACTS/TERRORISM	
CG2176	01-15	EXCL PUNITIVE DMGS ACTS OF TERRORISM	
CG2250	04-13	EXCL-FAILURE TO SUPPLY	
CG7001A	10-12	GENERAL LIABILITY SCHEDULE	
CG7003	10-13	GL QUICK REFERENCE (OCCURRENCE)	
CG7166	10-13	AI-DESIG PERS/ORG PRIM/NONCONTRIBTRY NAME OF ADDITIONAL INSURED PERSON(S) OR ORGANIZATION(S): STATE OF NE ADMIN SERVICE RISK MANAGEMENT HEARTLAND EVENT CENTER	
CG7191	08-14	GENERAL LIAB ESSENTIAL EXTENSION	
IL0021	05-02	NUCLEAR ENERGY LIAB EXCL/BROAD FORM	
IL0259	09-07	NE CHANGES - CANCELLATION/NONRENEWAL	
IL7028	05-15	ASBESTOS EXCLUSION	
*IL7131A	04-01	COMM'L POLICY ENDORSEMENT SCHEDULE	
*IL8021	04-88	ASBESTOS NOTICE	
IL8383.2A	01-15	DISCL PURSUANT TERRSM RISK INS. ACT	\$ 4
IL8384A	01-08	TERRORISM NOTICE	
*IL8576	09-09	MEDICARE IMPT NOTICE TO POLICYHOLDER	
*IL8745	03-17	IMPORTANT NOTICE TO POLICYHOLDERS	

DATE OF ISSUE: 07/21/17

FORM: IL7131A (ED. 04-01)

003 TB

4D37901 1801



EMPLOYERS MUTUAL CASUALTY COMPANY
NEBRASKA RURAL WATER

POLICY NUMBER: 4D3-79-01---18
EFF DATE: 08/01/17 EXP DATE: 08/01/18

T E R R O R I S M N O T I C E

This insurance may include coverage for certified acts of terrorism as defined in the Terrorism Risk Insurance Act, as amended.

Attached you will find a disclosure, which identifies the specific charge for certified acts of terrorism.

YOU MAY HAVE THE OPTION TO REJECT THIS TERRORISM COVERAGE

For additional information, please contact your agent

DATE OF ISSUE: 07/21/17

FORM: IL8384A (01-08)

003 TB

4D37901 1801



EMPLOYERS MUTUAL CASUALTY COMPANY
NEBRASKA RURAL WATER

POLICY NUMBER: 4D3-79-01---18
EFF DATE: 08/01/17 EXP DATE: 08/01/18

THIS DISCLOSURE IS ATTACHED TO YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS DISCLOSURE DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

D I S C L O S U R E P U R S U A N T T O
T E R R O R I S M R I S K I N S U R A N C E A C T

S C H E D U L E

Terrorism Premium (Certified Acts) \$4.00

A. Disclosure Of Premium:

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorism acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this disclosure or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses:

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. For losses occurring in 2015, the federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. Beginning on January 1, 2016, the federal share will decrease by one percentage point per calendar year until equal to 80% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses:

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

The following statement is required to be part of the disclosure notice in MISSOURI:

The premium above is for certain losses resulting from certified acts of terrorism as covered pursuant to coverage provisions, limitations and exclusions in this policy. You should read the definition in your policy carefully, but generally speaking, "certified" acts of terrorism are acts that exceed \$5 million in aggregate losses to the insurance industry and which are subsequently declared by the U.S. Secretary of the Treasury as a certified terrorist act under the Terrorism Risk Insurance Act. Some losses resulting from certified acts of terrorism are not covered. Read your policy and endorsements carefully.

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DATE OF ISSUE: 07/21/17

FORM: IL8383.2A(01-15)

003 TB

4D37901 1801



EMPLOYERS MUTUAL CASUALTY COMPANY
NEBRASKA RURAL WATER A

EFF DATE: 08/01/17

POLICY NO: 4D3-79-01---18
EXP DATE: 08/01/18

GENERAL LIABILITY SCHEDULE

CODE NO./EXPOSURE/CLASSIFICATION	! PRODUCTS/COMPL OPS !			ALL OTHER	
	! RATE	! ADVANCE	! PREM !	! RATE	! ADVANCE
LOCATION 001	!	!	!	!	!
41677	!	!	!	1.068!	\$MP 333
CONSULTANTS - NOT OTHERWISE CLASSIFIED (4)	!	!	!	!	!
PREMIUM BASIS:	!	!	!	!	!
THOUSANDS OF PAYROLL	!	!	!	!	!
EXPOSURE: 288,131	!	!	!	!	!
(SUBLINE /334)	!	!	!	!	!
87509	!	!	!	!	!\$ 0
PRIMARY ADDITIONAL INSURED	!	!	!	!	!
CG7166	!	!	!	!	!
PREMIUM BASIS:	!	!	!	!	!
EACH	!	!	!	!	!
EXPOSURE: 2	!	!	!	!	!
(SUBLINE /334)	!	!	!	!	!
ADDITIONAL INTEREST (1-334)	!	!	!	!	! 35
STATE OF NE ADMIN SERVICE	!	!	!	!	!
ADDITIONAL INTEREST (2-334)	!	!	!	!	! 35
HEARTLAND EVENT CENTER	!	!	!	!	!
99943	!	!	!	42.203!	\$ 0
WATER COMPANIES (4)	!	!	!	!	!
PREMIUM BASIS:	!	!	!	!	!
THOUSANDS OF PAYROLL	!	!	!	!	!
EXPOSURE: IF ANY	!	!	!	!	!
(SUBLINE /334)	!	!	!	!	!

POLICY LEVEL COVERAGES

COVERAGES	LIMIT OF INSURANCE	PREMIUM
GENERAL LIABILITY ESSENTIAL EXTENSION	!	!\$ 75

PREMIUM FOR CERTIFIED ACTS OF TERRORISM \$ 4.00
TOTAL ESTIMATED POLICY PREMIUM \$ 482.00

- (1) OTHER THAN NOT FOR PROFIT (2) NOT FOR PROFIT
- (3) INCLUDING PRODUCTS AND/OR COMPLETED OPERATIONS UNLESS OTHERWISE EXCLUDED
- (4) PRODUCTS-COMPLETED OPERATIONS ARE SUBJECT TO THE GENERAL AGGREGATE LIMIT
- (5) A \$250 PD DEDUCTIBLE PER CLAIM APPLIES TO CUSTOMERS AUTOS UNLESS OTHERWISE DESIGNATED BY THIS CLASSIFICATION CODE
- (6) FOR SPRAY PAINTING OPERATIONS, A PD DEDUCTIBLE OF \$250 PER CLAIM APPLIES UNLESS A HIGHER DEDUCTIBLE IS OTHERWISE DESIGNATED FOR THIS CLASSIFICATION CODE

DATE OF ISSUE: 07/21/17 BPP

(CONTINUED)



PAGE 2

EMPLOYERS MUTUAL CASUALTY COMPANY
NEBRASKA RURAL WATER A

EFF DATE: 08/01/17

POLICY NO: 4D3-79-01---18

EXP DATE: 08/01/18

GENERAL LIABILITY SCHEDULE
(CONTINUED)

LOCATION OF ALL PREMISES OWNED, RENTED OR OCCUPIED:

RATED LOCATIONS:

LOC 001 3390 PONDEROSA DR
WAHOO, NE 68066-5553

DATE OF ISSUE: 07/21/17 BPP

FORM CG7001A ED.10-12 BPP 05/18/17 003 TB 4D37901 1801



EMPLOYERS MUTUAL CASUALTY COMPANY

PRIOR POLICY: 4E3-79-01

COMMERCIAL AUTO DECLARATIONS - BUSINESS AUTO

POLICY PERIOD: FROM 08/01/17 TO 08/01/18

* POLICY NUMBER *
* 4 E 3 - 7 9 - 0 1---18 *

ITEM ONE:

N A M E D I N S U R E D :

P R O D U C E R :

NEBRASKA RURAL WATER ASSOCIATION
3390 PONDEROSA DR
WAHOO NE 68066-5553

INSPRO, INC
DBA INSPRO INSURANCE
PO BOX 336
WAHOO NE 68066-0336

AGENT: AB 7782
AGENT PHONE: (402)443-3742
MICHAEL J. CHVATAL
CLAIM REPORTING: (888)362-2255
SERVICING CARRIER: (402)951-8300

AGENCY BILL

INSURED IS: NOT FOR PROFIT ORG BUSINESS DESC: CONSULTANTS TO WATER DIST

ITEM TWO: SCHEDULE OF COVERAGES AND COVERED AUTOS

EACH OF THESE COVERAGES WILL APPLY ONLY TO THOSE 'AUTOS' SHOWN AS COVERED 'AUTOS'. 'AUTOS' ARE SHOWN AS COVERED 'AUTOS' FOR A PARTICULAR COVERAGE BY THE ENTRY OF ONE OR MORE OF THE SYMBOLS FROM THE COVERED AUTO SECTION OF THE COMMERCIAL AUTO COVERAGE FORM NEXT TO THE NAME OF THE COVERAGE.

Table with 4 columns: COVERAGES, COVERED AUTOS, LIMITS/DEDUCTIBLES, PREMIUM. Rows include COVERED AUTOS LIABILITY 08 09 \$ 1,000,000 . \$ 0.00, PREMIUM FOR ATTACHED ITEMS 4, 5, AND/OR 6 . 268.00, PREMIUM FOR ENDORSEMENTS . \$ 1.00, and *ESTIMATED TOTAL POLICY PREMIUM . \$ 269.00

FORMS APPLICABLE:

0405B(08/15), CA0001(10/13), CA0156(11/13), CA0221(10/13), CA7002A(11/15), CA7007(11/15), CA7313(11/15), CA8112.2(11/15)*, CA9933(10/13), IL0021(05/02), IL7131A(04/01)*, IL8576(09/09)*

REFER TO PRIOR DISTRIBUTION(S) FOR ANY FORMS NOT ATTACHED

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EMPLOYERS MUTUAL CASUALTY COMPANY

POLICY NUMBER: 4E3-79-01---18

NEBRASKA RURAL WATER

EFF DATE: 08/01/17

EXP DATE: 08/01/18

COMMERCIAL AUTO POLICY
DECLARATIONS

=====
ENDORSEMENT SCHEDULE

FORM	EDITION DATE	DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
0405B	08-15	PRIVACY NOTICE	
CA0001	10-13	BUSINESS AUTO COVERAGE FORM TERRORISM COVG INCL IN MAIN COV FORM	\$ 1
CA0156	11-13	NEBRASKA CHANGES	
CA0221	10-13	NEBRASKA CHANGES - CANCELLATION	
CA7002A	11-15	COMM AUTO DECLARATIONS - ITEMS 4 & 5	
CA7007	11-15	QUICK REFERENCE BUSINESS AUTO FORM	
CA7313	11-15	PREJUDGMENT INTEREST	
*CA8112.2	11-15	IMPT NOTICE -PAYMENT FOR AFTERMARKET	
CA9933	10-13	EMPLOYEES AS INSUREDS	
IL0021	05-02	NUCLEAR ENERGY LIAB EXCL/BROAD FORM	
*IL7131A	04-01	COMM'L POLICY ENDORSEMENT SCHEDULE	
*IL8576	09-09	MEDICARE IMPT NOTICE TO POLICYHOLDER	

DATE OF ISSUE: 07/21/17

FORM: IL7131A (ED. 04-01)

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4E37901 1801



EMPLOYERS MUTUAL CASUALTY COMPANY
NEBRASKA RURAL WATER A

EFF DATE: 08/01/17

POLICY NUMBER 4E3-79-01
EXP DATE: 08/01/18

COMMERCIAL AUTO DECLARATIONS - BUSINESS AUTO

ITEM FOUR: SCHEDULE OF HIRED OR BORROWED COVERED AUTO
COVERAGE AND PREMIUMS

COVERED AUTOS LIABILITY INSURANCE - RATING BASIS,			
FOR AUTOS NOT USED IN YOUR MOTOR			
CARRIER OPERATIONS (OTHER THAN MOBILE OR FARM EQUIPMENT)			
STATE	ESTIMATED COST OF HIRE	RATE	PREMIUM

EXCESS	NE	IF ANY	68	\$	114.00
--------	----	--------	----	----	--------

FOR 'AUTOS' NOT USED IN YOUR MOTOR CARRIER OPERATIONS, COST OF HIRE MEANS THE TOTAL AMOUNT YOU INCUR FOR THE HIRE OF 'AUTOS' YOU DON'T OWN (NOT INCLUDING 'AUTOS' YOU BORROW OR RENT FROM YOUR PARTNERS OR 'EMPLOYEES' OR THEIR FAMILY MEMBERS). COST OF HIRE DOES NOT INCLUDE CHARGES FOR SERVICES PERFORMED BY MOTOR CARRIERS OF PROPERTY OR PASSENGERS.

TOTAL PREMIUM					\$	114.00

ITEM FIVE: SCHEDULE FOR NON-OWNERSHIP COVERED AUTOS LIABILITY

OTHER THAN A SOCIAL SERVICE AGENCY				PREMIUM	
	NUMBER OF EMPLOYEES	0 - 25	\$	154.00	
TOTAL NON-OWNERSHIP COVERED AUTOS PREMIUM				\$	154.00

DATE OF ISSUE 07/21/17 (BPP)

CA7002A 11-15 BPP 05/18/17 003 TB 4E37901 1801



EMPLOYERS MUTUAL CASUALTY COMPANY

C O M M E R C I A L U M B R E L L A D E C L A R A T I O N S

Policy Period: From 08/01/17 to 08/01/18

* Policy Number *
* 4 J 3 - 7 9 - 0 1 ---18 *

N A M E D I N S U R E D

P R O D U C E R

NEBRASKA RURAL WATER
ASSOCIATION
3390 PONDEROSA DR
WAHOO NE 68066-5553

INSPRO, INC
DBA INSPRO INSURANCE
PO BOX 336
WAHOO NE 68066-0336

AGENT: AB 7782
AGENT PHONE: (402)443-3742
MICHAEL J. CHVATAL
CLAIM REPORTING: (888)362-2255
SERVICING CARRIER: (402)951-8300

AGENCY BILL

Insured is NOT FOR PROFIT ORG Business Desc: CONSULTANTS TO WATER DIST

L I M I T S O F I N S U R A N C E

Each Occurrence Limit (Liability Coverage) \$ 4,000,000
Personal & Advertising Injury Limit \$ 4,000,000
(Any one person or organization)
Aggregate Limit (Liability Coverage) \$ 4,000,000
(except with respect to "covered autos")

PREMIUM NOT SUBJECT TO AUDIT \$ 2,424.00

A \$100 MINIMUM POLICY PREMIUM APPLIES
IF POLICY IS CANCELLED AFTER THE EFFECTIVE DATE.

Forms Applicable:

CU0001(04/13), CU0208(09/00), CU2123(02/02), CU2130(01/15),
CU2136(01/15), CU2171(06/15)*, CU2186(05/14), CU2209(04/13),
CU2423(12/07), CU7001A(11/15), CU7272(08/06), CU7276(07/16)*,
CU7293(08/06), CU7404.1(10/08), IL7131A(04/01)*, IL8383.2A(01/15),
IL8384A(01/08), IL8745(03/17)*

REFER TO PRIOR DISTRIBUTION(S) FOR ANY FORMS NOT ATTACHED

Date of Issue 07/21/17 BPP



EMPLOYERS MUTUAL CASUALTY COMPANY

POLICY NUMBER: 4J3-79-01---18

NEBRASKA RURAL WATER

EFF DATE: 08/01/17

EXP DATE: 08/01/18

COMMERCIAL UMBRELLA POLICY
DECLARATIONS

=====
ENDORSEMENT SCHEDULE

FORM	EDITION DATE	DESCRIPTION/ADDITIONAL INFORMATION	PREMIUM
CU0001	04-13	COMM LIABILITY UMBRELLA COV FORM	
CU0208	09-00	NE CHANGES-CANCELLATION AND NONRENEW	
CU2123	02-02	NUCLEAR ENERGY LIAB EXCL BROAD FORM	
CU2130	01-15	CAP OF LOSSES FROM CERT ACTS OF TERR	
CU2136	01-15	EXCL PUNITIVE DMG CERT ACTS OF TERR	
*CU2171	06-15	EXCLUSION-UNMANNED AIRCRAFT	
CU2186	05-14	EXCL-ACCESS/DISCL OF CONFID/PERSONAL	
CU2209	04-13	EXCL - FAILURE TO SUPPLY	
CU2423	12-07	COVERAGE FOR PROFESSIONAL SERVICES	
CU7001A	11-15	SCHED OF PRIMARY INS - AUTOMATED	
CU7272	08-06	ASBESTOS EXCLUSION	
*CU7276	07-16	COMMERCIAL UMBRELLA AMENDMENT OF COV	
CU7293	08-06	FOREIGN EXPOSURE FOLLOWING FORM	
CU7404.1	10-08	UMBRELLA LIAB AMEND - FOLLOW FORM	
*IL7131A	04-01	COMM'L POLICY ENDORSEMENT SCHEDULE	
IL8383.2A	01-15	DISCL PURSUANT TERRSM RISK INS. ACT	\$ 24
IL8384A	01-08	TERRORISM NOTICE	
*IL8745	03-17	IMPORTANT NOTICE TO POLICYHOLDERS	

DATE OF ISSUE: 07/21/17

FORM: IL7131A (ED. 04-01)

003

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4J37901 1801



EMPLOYERS MUTUAL CASUALTY COMPANY
NEBRASKA RURAL WATER

POLICY NUMBER: 4J3-79-01---18
EFF DATE: 08/01/17 EXP DATE: 08/01/18

T E R R O R I S M N O T I C E

This insurance may include coverage for certified acts of terrorism as defined in the Terrorism Risk Insurance Act, as amended.

Attached you will find a disclosure, which identifies the specific charge for certified acts of terrorism.

YOU MAY HAVE THE OPTION TO REJECT THIS TERRORISM COVERAGE

For additional information, please contact your agent



EMPLOYERS MUTUAL CASUALTY COMPANY
NEBRASKA RURAL WATER

POLICY NUMBER: 4J3-79-01---18
EFF DATE: 08/01/17 EXP DATE: 08/01/18

THIS DISCLOSURE IS ATTACHED TO YOUR POLICY IN RESPONSE TO THE DISCLOSURE REQUIREMENTS OF THE TERRORISM RISK INSURANCE ACT. THIS DISCLOSURE DOES NOT GRANT ANY COVERAGE OR CHANGE THE TERMS AND CONDITIONS OF ANY COVERAGE UNDER THE POLICY.

D I S C L O S U R E P U R S U A N T T O
T E R R O R I S M R I S K I N S U R A N C E A C T

S C H E D U L E

Terrorism Premium (Certified Acts) \$24.00

A. Disclosure Of Premium:

In accordance with the federal Terrorism Risk Insurance Act, we are required to provide you with a notice disclosing the portion of your premium, if any, attributable to coverage for terrorism acts certified under the Terrorism Risk Insurance Act. The portion of your premium attributable to such coverage is shown in the Schedule of this disclosure or in the policy Declarations.

B. Disclosure Of Federal Participation In Payment Of Terrorism Losses:

The United States Government, Department of the Treasury, will pay a share of terrorism losses insured under the federal program. For losses occurring in 2015, the federal share equals 85% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. Beginning on January 1, 2016, the federal share will decrease by one percentage point per calendar year until equal to 80% of that portion of the amount of such insured losses that exceeds the applicable insurer retention. However, if aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year, the Treasury shall not make any payment for any portion of the amount of such losses that exceeds \$100 billion.

C. Cap On Insurer Participation In Payment Of Terrorism Losses:

If aggregate insured losses attributable to terrorist acts certified under the Terrorism Risk Insurance Act exceed \$100 billion in a calendar year and we have met our insurer deductible under the Terrorism Risk Insurance Act, we shall not be liable for the payment of any portion of the amount of such losses that exceeds \$100 billion, and in such case insured losses up to that amount are subject to pro rata allocation in accordance with procedures established by the Secretary of the Treasury.

The following statement is required to be part of the disclosure notice in MISSOURI:

The premium above is for certain losses resulting from certified acts of terrorism as covered pursuant to coverage provisions, limitations and exclusions in this policy. You should read the definition in your policy carefully, but generally speaking, "certified" acts of terrorism are acts that exceed \$5 million in aggregate losses to the insurance industry and which are subsequently declared by the U.S. Secretary of the Treasury as a certified terrorist act under the Terrorism Risk Insurance Act. Some losses resulting from certified acts of terrorism are not covered. Read your policy and endorsements carefully.

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DATE OF ISSUE: 07/21/17

FORM: IL8383.2A(01-15)

003 TB

4J37901 1801



EMPLOYERS MUTUAL CASUALTY COMPANY
NEBRASKA RURAL WATER A

Policy Number: 4J37901---18
Eff Date: 08/01/17 Exp Date: 08/01/18

C O M M E R C I A L U M B R E L L A S C H E D U L E

R E T A I N E D L I M I T

Self Insured Retention \$ 0

SCHEDULE OF UNDERLYING INSURANCE

Commercial Auto Liability

Company: Employers Mutual Casualty Company
Policy Number: 4E37901 Policy Period: 08/01/17 to 08/01/18

Minimum Applicable Limits

Covered Auto Liability \$ 1,000,000 Each Accident

Commercial General Liability

Company: Employers Mutual Casualty Company
Policy Number: 4D37901 Policy Period: 08/01/17 to 08/01/18

Occurrence Basis

Minimum Applicable Limits

General Aggregate \$ 2,000,000
Products-Completed Operations Aggregate \$ 2,000,000
Personal and Advertising Injury \$ 1,000,000
Each Occurrence \$ 1,000,000

Employers Liability

Company: Employers Mutual Casualty Company
Policy Number: 4H37901 Policy Period: 08/01/17 to 08/01/18

Minimum Applicable Limits

Bodily Injury by Accident \$ 500,000 Each Accident
Bodily Injury by Disease \$ 500,000 Each Employee
Bodily Injury by Disease \$ 500,000 Policy Limit

APPENDIX H:

Form A – Bidder Contact List

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:	Nebraska Rural Water Association
Bidder Address:	3390 Ponderosa Street Wahoo, NE 68066
Contact Person & Title:	Barney L. Whatley, Capacity Development Specialist
E-mail Address:	barney@nerwa.org
Telephone Number (Office):	(402) 443-5216
Telephone Number (Cellular):	(402) 480-4297
Fax Number:	(402) 443-5274

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:	Nebraska Rural Water Association
Bidder Address:	3390 Ponderosa Street Wahoo, NE 68066
Contact Person & Title:	Barney L. Whatley, Capacity Development Specialist
E-mail Address:	barney@nerwa.org
Telephone Number (Office):	(402) 443-5216
Telephone Number (Cellular):	(402) 480-4297
Fax Number:	(402) 443-5274