



State of Nebraska Purchasing Bureau
ATTN: Annette Walton
1526 K Street, Suite 130
Lincoln, NE 68508

May 24, 2022

ATTN: Purchasing Bureau and Evaluation Committee

Midwest Assistance Program, Inc. (MAP), per our mission statement to be dedicated to helping rural communities and tribal nations improve their environment, quality of life and achieve self-sustainability, appreciates the opportunity to bid for and confidently submits this proposal in response to the following solicitation:

Solicitation Number: 6691 ZI

Service: Board/Owners technical, managerial, and financial instruction and training/workshops to Nebraska's community and non-transient non-community public water systems (Systems) serving populations of 10,000 or less.

Dated: April 21, 2022

Opening Date: May 24, 2022, 2PM Central Time

MAP has been an impactful technical assistance provider and trainer in Nebraska and eight other midwestern states for over forty years. Our focus and specialties have been technical, financial and managerial capacity development for drinking water and waste water systems, which aligns us with the scope of work being solicited. Additionally we have serviced numerous Nebraska contracts during our tenure as a company, with productive and positive results.

We look forward to continuing our valued relationship with the Nebraska agencies, Nebraska Department of Environment and Energy, as well as providing valued service, resources and assistance to the rural systems of Nebraska that are essential to their well-being, growth, and sustainment.

Respectfully,

A handwritten signature in black ink, appearing to read "Mike Brownfield", is positioned above the printed name.

MIKE BROWNFIELD
EXECUTIVE DIRECTOR
Midwest Assistance Program, Inc.

Midwest Assistance Program, Inc. (MAP) Proposal
ATTN: Nebraska Purchasing Bureau
Solicitation Number: 6691 Z1

Service: Board/Owners technical, managerial, and financial instruction and training/workshops to Nebraska’s community and non-transient non-community public water systems (System) serving populations of 10,000 or less

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SECTION I – Request for Services and Information

A. Request for Proposal for Contractual Services Form is provided as Attachment A, as our guarantee to comply with the procedures stated in this Solicitation (6691 Z1) and agreement to the terms and conditions unless otherwise indicated in writing, and certifying that MAP maintains a drug free workplace. MAP's Drug Free Workplace Policy is provided as Attachment G. Form A Contact Information, per Solicitation 6691 Z1, is provided as Attachment B.

B. Corporate Overview

Midwest Assistance Program (MAP), Inc. is a not-for-profit, technical assistance and training organization that serves the nine states of Nebraska, Iowa, Kansas, Minnesota, Missouri, Montana, North Dakota, South Dakota, and Wyoming. MAP has provided on-site technical assistance services and training to rural and tribal communities for over 40 years. This assistance and training have encompassed all forms of operational compliance, as well as technical, managerial, and financial capacity development related to water and wastewater systems. MAP will bring to this project the oversight of professional, competent managers, technical expertise of Nebraska based technical assistance providers (currently 4), and a national network of partners and resources.

Over the last 40 plus years, MAP has been granted and has successfully managed and serviced many drinking water contracts; including ones similar in scope of work identified for this solicitation. We are very familiar with the small public water systems in Nebraska and the challenges they face, as we currently provide TA and training under four federal grants, a NE DEE state contract and a Community College contract which we annually service/train and impact an average of 300-plus systems. Board and council capacity development is key element in almost every grant and contract we currently service. Annual we conduct over 30 management and finance focused training attended by 300 plus attendees representing over 200 systems.

The Midwest Assistance Program has a team of leaders that always put the reputation and integrity of our industry above all else. MAP, Inc is truly an independent 3rd party organization which allows us to educate and support communities without having ties that could be affected adversely or have conflicts of interest. We have a multi-tiered Management Team that ensures all work is professional, efficient, competent and relevant to the scope of programs that we are awarded to implement. Almost 80% of our program funding is for direct implementation of programs by staff in the field and any resources they need to successfully accomplish the deliverables and intent of the programs. Utilizing the decades of program management and oversight, MAP is adept at maximizing program funding for production, results, and leveraging additional funds for the communities we serve. Our staff's diversity mixed with the numerous programs we manage allows us to maximize the not only the scope of work we can accomplish, but the number of systems we impact and to the degree of impact we can make.

MAP has always accomplished and in most cases exceeded the goals and deliverables of our grants and contracts, which has led to us sustaining seven national environmental grants, one regional EPA contract, four state contracts and one Community College contract for well over

ten years. We additionally have been awarded three new state contracts in the past three years. We have always received high marks on evaluations of our performance and maintain a highly professional reputation known for being responsible and accountable. Meeting the specified minimum requirements and timeline for this proposal will not be an issue. MAP continues to make drinking water and waste water its primary focus, and has never veered from its core skills, passion and roots.

The following specific information is provided per solicitation.

Bidder Identification and Information

Corporate Name: Midwest Assistance Program, Inc.

Corporate Address: 309 East Summit Drive, Maryville, MO 64468

Corporate Phone Number: 660 562-2575

Corporate Email: map@map-inc.org

Corporate Website: map-inc.org

Entity Organization: Private 501c3 Non-Profit Corporation

State Incorporated: Nebraska

States Organized to do Business In: Iowa, Kansas, Minnesota, Missouri, Montana, Nebraska, North Dakota, South Dakota, Wyoming

Year Organized: November 1979

Other Assumed Names to Conduct Business: None

Other Forms of Organization to Conduct Business: None

Federal Employer Identification Number: #47-0611476

Financial Statements

Midwest Assistance Program, Inc 2021 Financial Audit is included in this proposal as Attachment F.

Established in 1979, Midwest Assistance Program, Inc. is a not-for-profit organization controlled by a nine-member board of directors. Board members represent a variety of professional and community backgrounds and serve as volunteers for staggered three-year terms. MAP provides drinking water, waste water, solid waste training and technical assistance to communities through renewed and established programs funded by three federal agencies, seven state agencies, one community college partnership and fee-for-service contracts (for services requested but not authorized under grants and contracts). Over the past five years MAP has grown by over a dozen staff, and annually impacts over 700 communities in its nine-state region.

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

Change of Ownership

No change in ownership or control of the agency is anticipated during the next 12 months.

Office Location

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

309 East Summit Drive, Maryville, MO 64468
Phone: 660.562.2575 – Fax: 660.562.2579

Relationships with the State

Currently MAP, Inc is under contract with the state of Nebraska per Contract Number 81741 O4 (Bid Document 5790 Z1) Technical, Financial and Managerial Assistance for NE Public Water Systems for the period July 1, 2018 through July 1, 2022.

Bidder's Employee Relations to the State

No employee of the Midwest Assistance Program has been an employee of the State of Nebraska within the past ten years.

Bidder Performance

MAP has had no contract terminated for default, convenience, non-performance, non-allocation of funds or any other reason in the past five years.

Summary of Bidder's Corporate Experience

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

1) MAP serviced a NDEQ contract with Nebraska to provide technical, financial and managerial technical assistance (TA) and training for Nebraska public water systems as the primary contractor (no subcontracting utilized). The contract period started July 1, 2013 and ended June 30, 2015. MAP conducted Board and DMR trainings under this contract, as well as providing TA monthly to Systems referred by Nebraska Department of Health and Human Services. per a list of Systems with noted compliance deficiencies. MAP completed sixteen board trainings during this contract. The trainings were a minimum of three hours in duration and provided education, tools and resources on topics focused on creation of an Owner's Manual (a MAP developed product), Financial Management and Reporting, Determining and Implementing Rates, Hiring an Engineer, Emergency Response Planning, Conducting Legal Meetings, Roles and Responsibilities of Utility Managers and Employees, Utility Management Practices, and Asset Management. MAP took a team building approach to these trainings, by requesting attendance of board members, clerks, financial officers and operators. These trainings were focused on a single board/council and were customized for that particular system. The

award amount for this contract was \$270,000. Point of contact for this contract was Scott Sprague, NE DHHS.

2) MAP currently services a grant through the Rural Community Assistance Partnership (RCAP) national partnership funded by USDA Rural Development (RD) as the primary contractor (no subcontracting utilized). We have annually received this grant for over 30 years, with current grant running from September 1, 2021 through August 31, 2022. This grant focuses on providing TA and training to small rural communities, who are eligible USDA RD borrowers to develop, grow and sustain their managerial, financial and technical capacities in regards to drinking water and wastewater system operations and management. One key aspect of this grant is providing training to drinking water and wastewater system utility managers. These trainings are conducted in several formats with the focus to maximize participation and retention. Trainings are conducted virtually or in-person, and regionally or for single systems. Single system trainings are customized to meet the specific needs of that system. Training durations range from four to six hours and in some cases are conducted in multiple series. Trainings may use material from USDA's Workshop in a Box when desired, with the goal of training system managers, board members and operators on sustainable system management. In addition to completing a Workshop in a Box training, MAP must make four systems that attended the training a project and provide TA that enhances the system's ability to implement and utilize the education, tools and resources that was presented. Topics of focus are Financial Management and Reporting, Determining and Implementing Rates, Hiring an Engineer, Emergency Response Planning, Conducting Legal Meetings, Roles and Responsibilities of Utility Managers and Employees, Utility Management Practices, Compliance Oversight, and Asset Management. We conduct over 22 trainings annually with 200 plus attendees. Participation and attendance of USDA RD staff is utilized when requested. MAP's award amount for this grant is \$1,306,19. Point of contact for this contract in Nebraska is Kelley Messenger, Community Programs Director, NE USDA RD at 402 437-5559 / kelley.messenger@usda.gov.

3) MAP Inc. services an EPA Drinking water grant as part of a national Rural Communities Assistance Partnership (RCAP) grant as the primary contractor (no subcontracting utilized). We have been awarded EPA Drinking Water grants since 2014, with the current grant running from October 1, 2021 through March 30, 2023. This grant focuses on the technical, financial and managerial capacity development to ensure compliance with the Safe Drinking Water Act (SDWA). MAP's training approach utilizes proven adult-education techniques and incorporates strategies that will increase knowledge retention. Building on the experience of previous awards and a history of innovation in providing training, the MAP team implements the following adult-education techniques: 1) targeted training based on primacy agency collaboration; 2) training that includes networking between participants and engagement with the content; 3) opportunities for follow-up technical assistance after training; 4) blended learning programs that combine self-paced eLearning and instructor-led learning; and 5) use of innovative training methods (eLearning, webinars, video, podcasts, etc.). MAP trainers utilize an extensive curriculum library and adapt materials developed by EPA and others as needed including EPA's Partnership Training Toolbox and EPA/USDA's Workshop in a Box to move small systems toward compliance and sustainability including encouraging water system partnerships. MAP develops and updates training materials as needed, to ensure relevant trainings. Trainings must be at least four hours in duration. MAP's award amount for this grant is \$785,000. The

Nebraska point of contact for this grant is NE DEE State Administrator for Drinking Water and Groundwater Division at 402-471-0510.

Summary of Bidder’s Proposed Personnel/Management Approach

MAP, Inc utilizes a multi-tiered structure to manage and execute programs to ensure quality control, oversight, and redundancy. Consideration to hiring additional staff with pertinent skills and experience, if the work load and funding justify it. Below is a table that provides current names, titles and roles/responsibilities for these personnel proposed to perform under this program. Refer to Attachment C for resumes for all key personnel proposed to work on this program, for evaluation of experience and knowledge.

NAME	TITLE	ROLES/RESPONSIBILITIES
Chris Jewett	Programs Director	<ol style="list-style-type: none"> 1. Overall responsibility for program management, staffing and execution 2. Overall contract administration 3. Primary POC for program concerns and contract amendments 4. Provides overall guidance for program execution 5. Supervises Internal Programs Manager and Regional Field Manager
Kerri Jewett	Finance Director	<ol style="list-style-type: none"> 1. Responsible for invoicing 2. Responsible for bookkeeping and financial record keeping 3. Responsible for audit processes 4. Primary POC for financial and invoicing matters
Jodi Hilsabeck	Internal Programs Manager	<ol style="list-style-type: none"> 1. Responsible for tracking deliverables 2. Responsible for reviewing and submitting reports 3. Responsible for reviewing outputs/products and/or deliverables 4. Reports concerns/issues to Programs Director 5. Ensures program stays on course for completion of work plan and budget 6. Primary POC for reporting
Ron Vanderpool Kelli Fika	GIS Coordinator Assistant GIS Coordinator	<ol style="list-style-type: none"> 1. Oversee and direct GIS Operations 2. Manage and maintain GIS Equipment 3. Manage and maintain GIS Data 4. Prepare and provide GIS training
Jim Jones	Training Coordinator	<ol style="list-style-type: none"> 1. Oversee training events 2. Assist with preparation and review training presentations

		<ul style="list-style-type: none"> 3. Assist with training aide development 4. Review and track training records 5. Develop and distribute training guidance
Dennis Carroll	Regional Field Manager	<ul style="list-style-type: none"> 1. Direct oversight for program execution 2. Ensures work plans are planned, implemented and maintained 3. Ensures staff are trained and resourced 4. Ensures reporting is completed in a timely and accurate manner 5. Primary POC for daily operations 6. Maintains monthly communications with NE DEE staff 7. Supervises Technical Assistance Providers
Marty Ostransky Derrick Luebbe Monte Kerchal Eric Teegerstrom	Technical Assistance Providers	<ul style="list-style-type: none"> 1. Provides requested TA and training as assigned 2. Completes reporting in timely and accurate manner 3. Provides referrals as needed 4. Provides feedback on patterns and challenges identified in the field 5. Makes recommendations for procedural changes 6. Develops reference material 7. Maintains regular contact with appropriate NE DEE field staff

SECTION II – Terms and Conditions

TERMS AND CONDITIONS

A. GENERAL

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

The Contract resulting from this solicitation shall incorporate the following documents:

1. Request for Proposal and Addenda
2. Amendments to the solicitation
3. Questions and Answers
4. Contractor's proposal (Contractor's response to the solicitation and properly submitted documents)
5. Amendments and 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) Amendments and addendums to the executed Contract with the most recent dated amendment or addendum, respectively, having the highest priority, 2) Amendments to solicitation 3) Questions and Answers, 4) the original solicitation 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 Solicitation Response (Initial)	NOTES/COMMENTS:

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

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

C. PCO'S REPRESENTATIVE

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

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

D. GOVERNING LAW (Statutory)

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

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

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

E. BEGINNING OF WORK

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

The awarded Bidder shall not commence any billable work until a valid contract has been fully executed by the State. The awarded Bidder will be notified when work may begin.

F. AMENDMENT

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

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

G. PRICES

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

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the contractor, F.O.B. destination named in the RFP. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

Prices submitted on the cost proposal form shall remain fixed for the first year of the contract. Any request for a price increase subsequent to the first year of the contract shall not exceed five percent (5%) of the previous Contract period. Increases will be cumulative across the remaining periods of the contract. Requests for an increase must be submitted in writing to the State Purchasing Bureau a minimum of 120 days. Documentation may be required by the State to support the price increase.

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

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

H. CHANGE ORDERS OR SUBSTITUTIONS

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

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

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

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

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

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

I. VENDOR PERFORMANCE REPORT(S)

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

The State may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation

specifications. The State Purchasing Bureau may contact the Vendor regarding any such report. Vendor performance report(s) will become a part of the permanent record of the Vendor.

J. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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.

K. BREACH

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

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. 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 may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor’s breach.

The State’s failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections, including, but not limited to, charging interest to the State (Refer to Prompt Payment Act).

L. NON-WAIVER OF BREACH

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

Allowing time to cure or the acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party, including, but not limited to the right to immediately terminate the contract for the same or a different breach, or constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

M. SEVERABILITY

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

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.

N. INDEMNIFICATION

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

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. 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 subcontractors and employees, provided by the Contractor.

3. SELF-INSURANCE

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

4. 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.

O. ATTORNEY'S FEES

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

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

P. ASSIGNMENT, SALE, OR MERGER

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

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.

Q. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE

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

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

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

R. FORCE MAJEURE

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

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.

S. CONFIDENTIALITY

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

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 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.

T. EARLY TERMINATION

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

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 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 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
 - i. In the event funding is no longer available.

U. CONTRACT CLOSEOUT

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

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

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

SECTION III - CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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 duties under the contract
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees
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 contractor'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's employees.

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

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

B. EMPLOYEE WORK ELIGIBILITY STATUS

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

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

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

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

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

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

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

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

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

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

D. COOPERATION WITH OTHER CONTRACTORS

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

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 Solicitation Response (Initial)	NOTES/COMMENTS:

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 Solicitation Response (Initial)	NOTES/COMMENTS:

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.

G. INSURANCE REQUIREMENTS

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

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
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.

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.

4. WORKERS' COMPENSATION INSURANCE

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

5. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
Independent Contractors	Included
<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
USL&H Endorsement	Statutory
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
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$1,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

6. 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:

Agency Name: State Purchasing Bureau
 Attn: Annette Walton
 Solicitation Number: 6691 Z1
 Contract Number:
 E-mail address: annette.walton@nebraska.gov

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.

7. 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 Solicitation Response (Initial)	NOTES/COMMENTS:

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 Solicitation Response (Initial)	NOTES/COMMENTS:

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

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

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

J. STATE PROPERTY

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

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 Solicitation Response (Initial)	NOTES/COMMENTS:

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 Solicitation Response (Initial)	NOTES/COMMENTS:

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

M. DISASTER RECOVERY/BACK UP PLAN

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

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

N. DRUG POLICY

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

Contractor certifies it maintains a drug free workplace 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.

O. WARRANTY

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

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

SECTION IV - PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

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

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

B. TAXES (Statutory)

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

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

C. INVOICES

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

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment.

Payment to contractor will be made as follows: 90% after each individual training or regional workshop with the remaining 10% made after all complete follow-up surveys are submitted to NDEE.

1. Board/owner training and regional workshops initial invoice for the 90%:

a. The contractor shall submit a report and invoice no later than ten business days following each training or workshop to include:

(1) The individual name(s) of the contractor(s) providing assistance; The names of each individual that participated, including operator license number (if applicable) and the System name and identification number (NE31XXXXX) each individual represented

(2) The date, location, start and end times of the individual training or workshop.

b. The contractor shall submit the following documentation for each workshop:

- (1) Survey from each individual in attendance
- (2) Agenda
- (3) List of materials and/or resources provided to each System
- (4) Written recommendation/request for additional assistance.

2. Board/owner training and regional workshops final invoice for remaining 10%:

The contractor shall submit an invoice for the remainder of contracted payment following completion of follow-up surveys for each individual board training, and completion of

follow-up surveys with each System that attended a regional workshop. Submittal of all follow-up surveys must be made with the invoice. Other items to include:

- (1) The System name and identification number (NE31XXXXX)
- (2) The date and location of training or workshop pertaining to the follow-up surveys.

The terms and conditions included in the Contractor’s invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

D. INSPECTION AND APPROVAL

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

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

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

E. PAYMENT (Statutory)

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

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

F. LATE PAYMENT (Statutory)

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

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

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

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

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 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 Solicitation Response (Initial)	NOTES/COMMENTS:

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 to enable the State to audit the contract. (Neb. Rev. Stat. § 84-304 et seq.) The State may audit,

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


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 90 days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

ATTACHMENT A
REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM
Midwest Assistance Program, Inc. RFP
for
Nebraska Solicitation Number 6691 Z1

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 Solicitation and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder maintains a drug free workplace.

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

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

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

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

FORM MUST BE SIGNED USING INK OR VIA DOCUSIGN

FIRM:	Midwest Assistance Program, Inc.
COMPLETE ADDRESS:	309 East Summit Drive Maryville, MO 64468
TELEPHONE NUMBER:	660-562-2575
DATE:	May 19, 2022
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	CHRISTOPHER D. JEWETT PROGRAMS DIRECTOR

**ATTACHMENT B
Form A
Contact Information
Midwest Assistance Program, Inc. RFP
for
Nebraska Solicitation Number 6691 Z1**

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

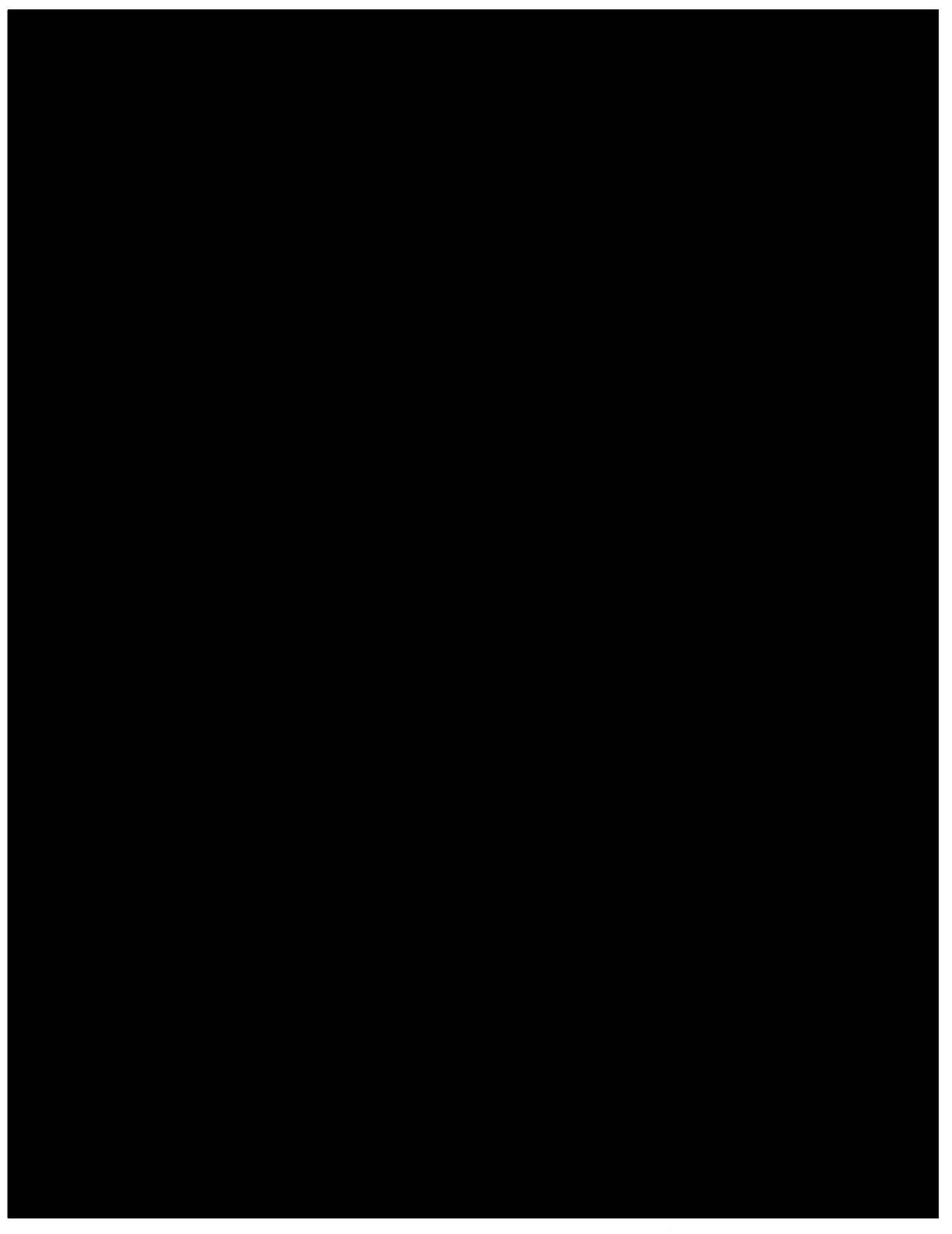
Preparation of Response Contact Information	
Bidder Name:	Midwest Assistance Program
Bidder Address:	309 East Summit Drive Maryville, MO 64468
Contact Person & Title:	Christopher D. Jewett, Programs Director
E-mail Address:	cjewett@map-inc.org
Telephone Number (Office):	660-562-2775
Telephone Number (Cellular):	641-799-8532

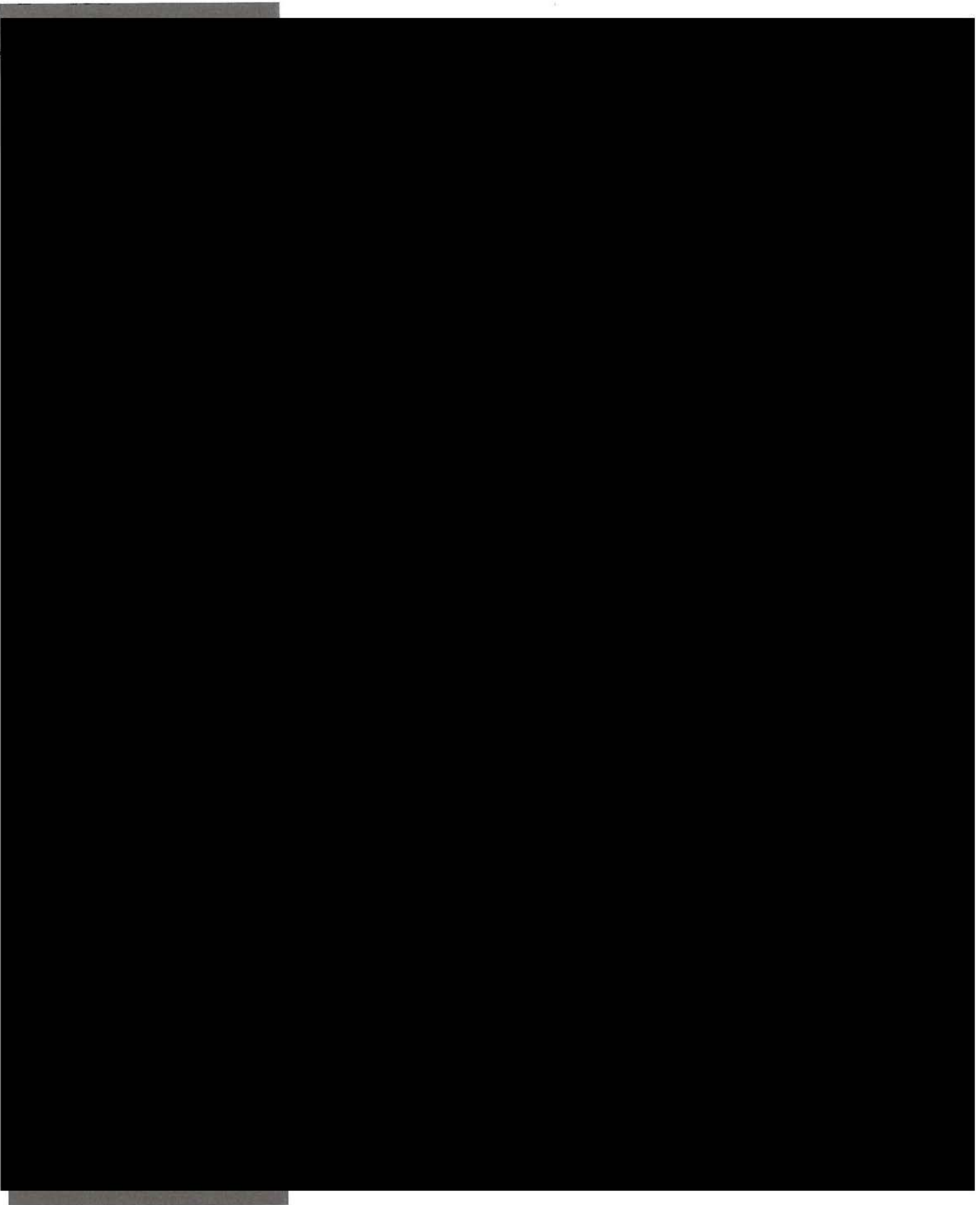
Each bidder should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

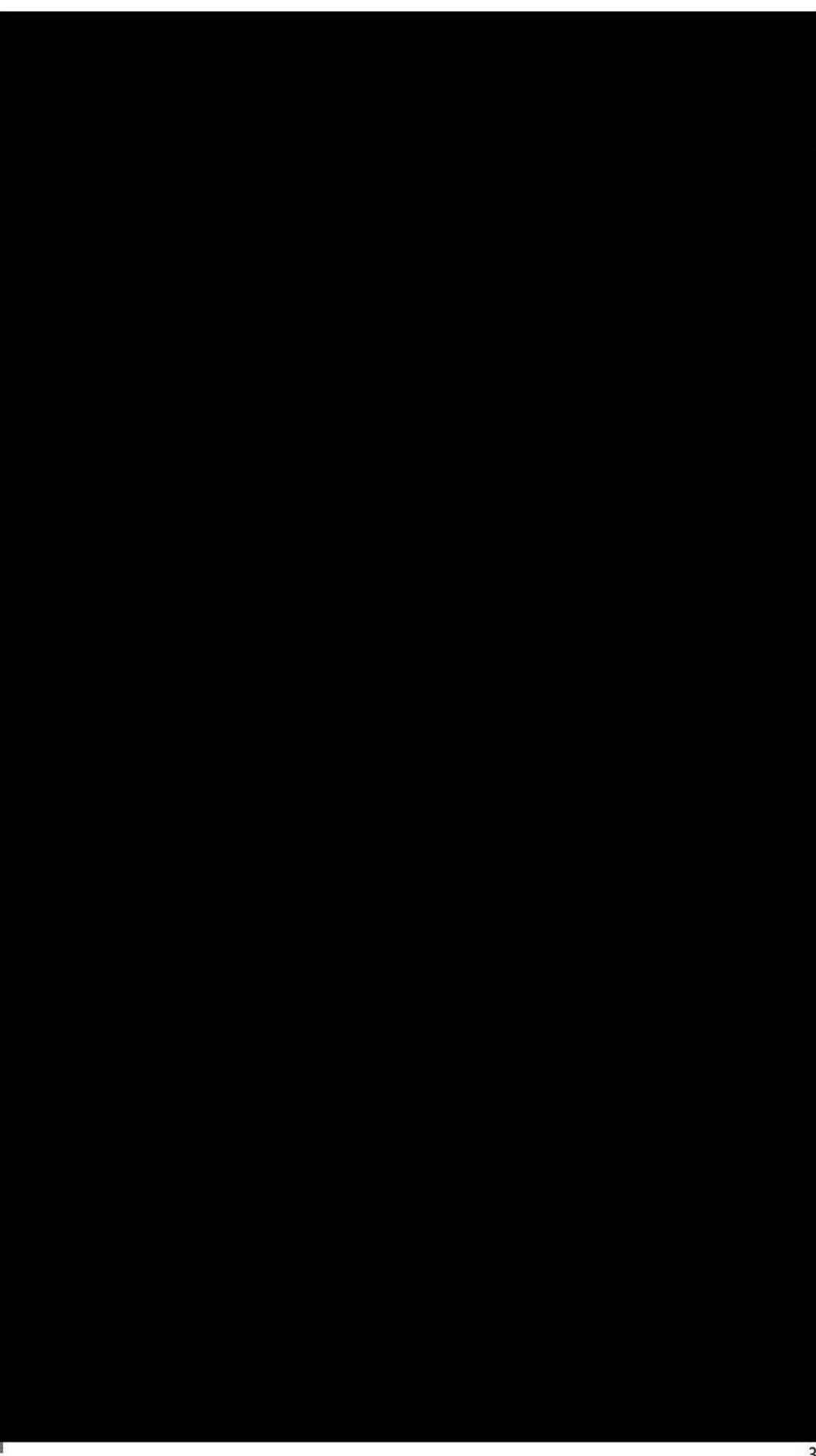
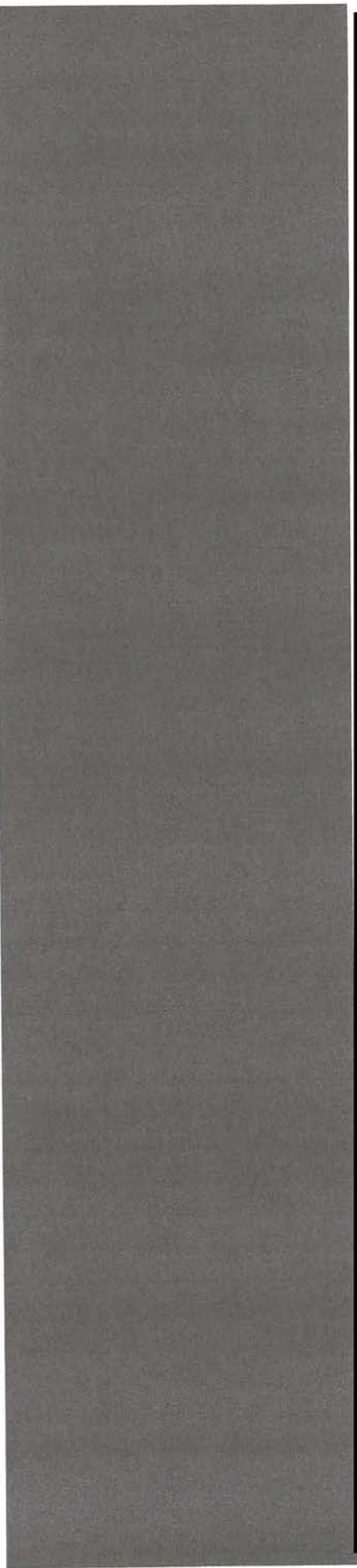
Communication with the State Contact Information	
Bidder Name:	Midwest Assistance Program, Inc.
Bidder Address:	309 East Summit Drive Maryville, MO 64468
Contact Person & Title:	Christopher D. Jewett
E-mail Address:	cjewett@map-inc.org
Telephone Number (Office):	660-562-2575
Telephone Number (Cellular):	641-799-8532

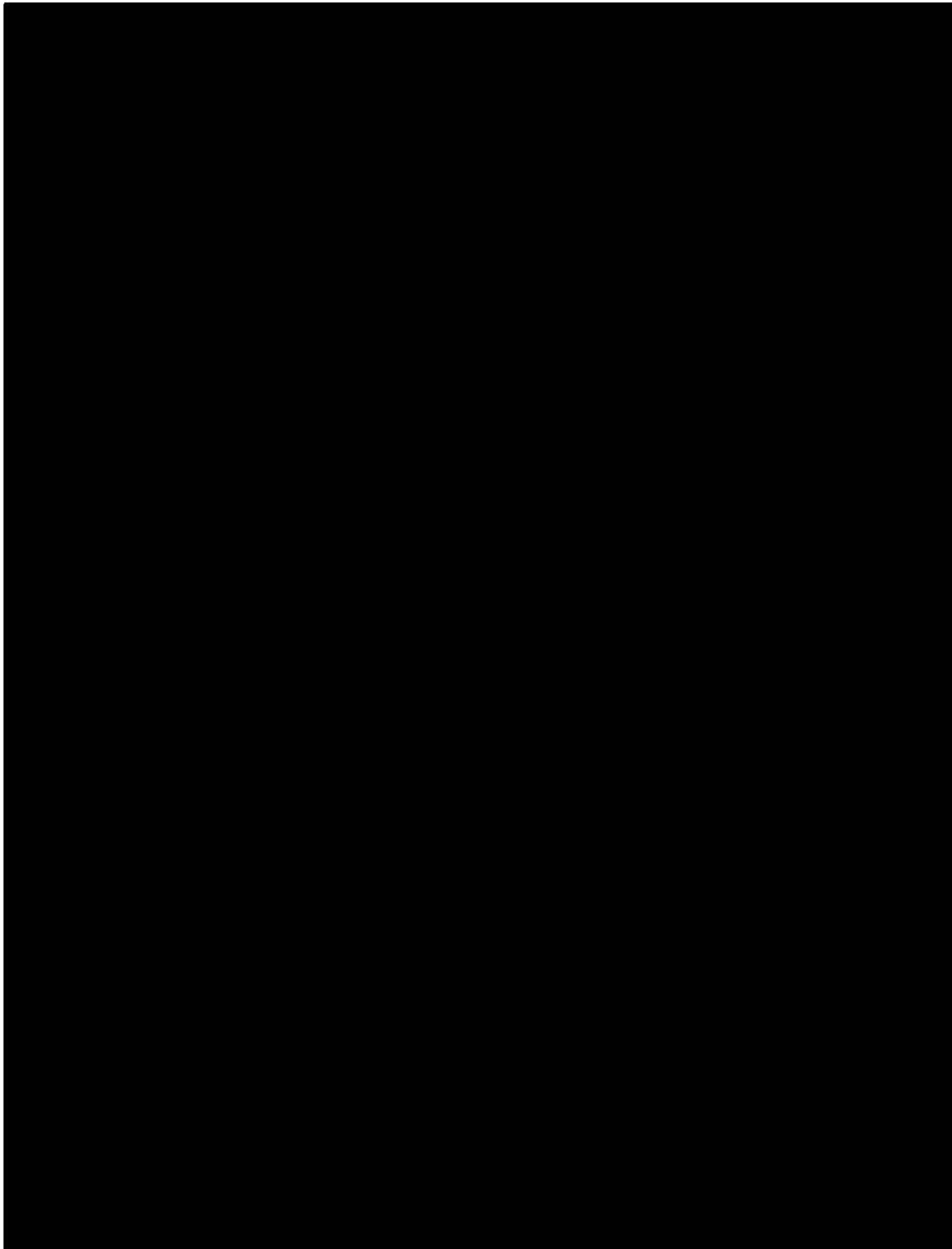
ATTCHMENT C
Midwest Assistance Program, Inc. RFP Staff Resumes
for
Nebraska Solicitation Number 6691 Z1

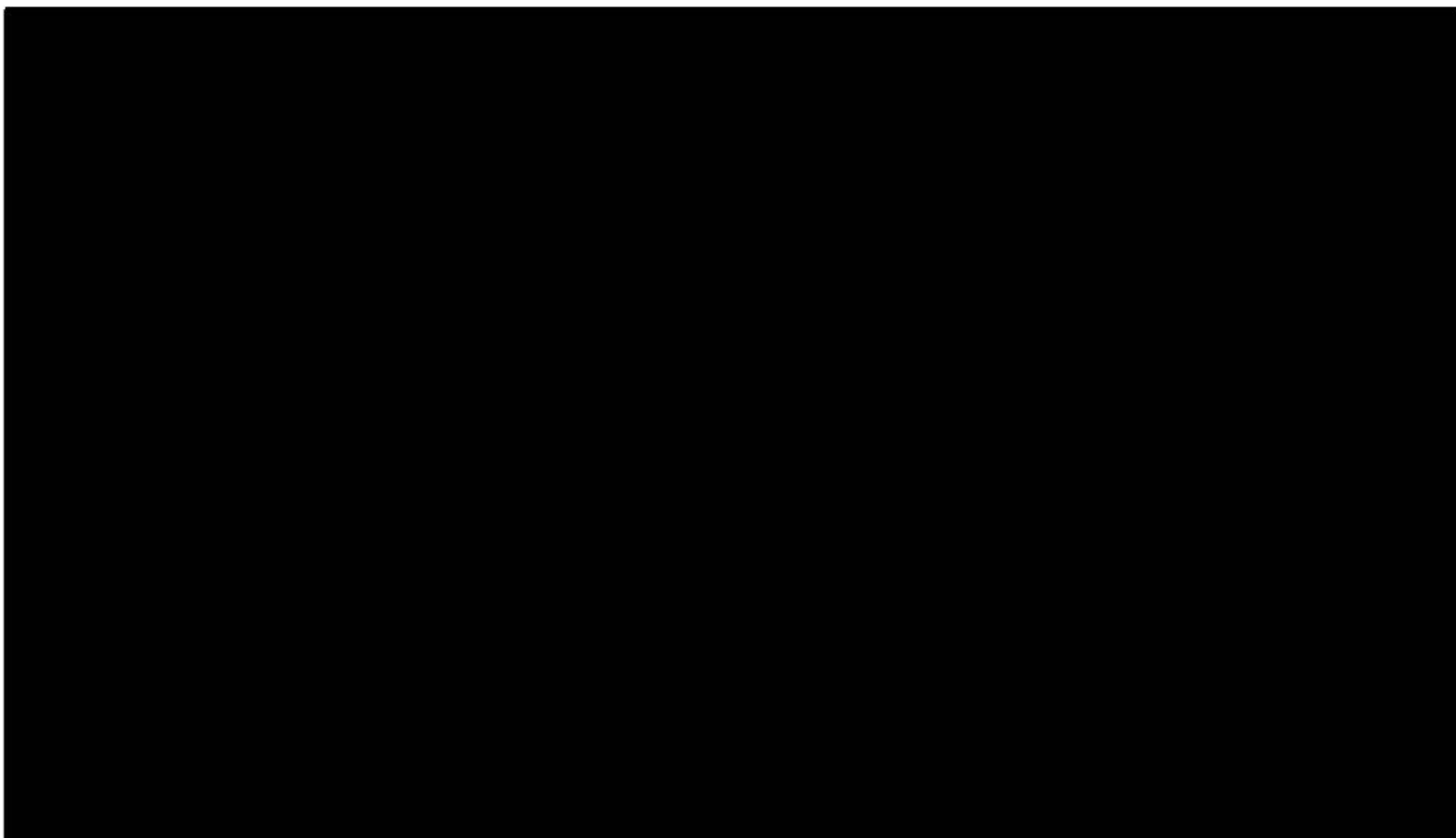
NAME	TITLE	ROLES/RESPONSIBILITIES
Chris Jewett	Programs Director	<ol style="list-style-type: none"> 1. Overall responsibility for program management, staffing and execution 2. Overall contract administration 3. Primary POC for program concerns and contract amendments 4. Provides overall guidance for program execution 5. Supervises Internal Programs Manager and Regional Field Manager
Kerri Jewett	Finance Director	<ol style="list-style-type: none"> 1. Responsible for invoicing 2. Responsible for bookkeeping and financial record keeping 3. Responsible for audit processes 4. Primary POC for financial and invoicing matters
Jodi Hilsabeck	Internal Programs Manager	<ol style="list-style-type: none"> 1. Responsible for tracking deliverables 2. Responsible for reviewing and submitting reports 3. Responsible for reviewing outputs/products and/or deliverables 4. Reports concerns/issues to Programs Director 5. Ensures program stays on course for completion of work plan and budget 6. Primary POC for reporting
Ron Vanderpool Kelli Fika	GIS Coordinator Assistant GIS Coordinator	<ol style="list-style-type: none"> 1. Oversee and direct GIS Operations 2. Manage and maintain GIS Equipment 3. Manage and maintain GIS Data 4. Prepare and provide GIS training
Jim Jones	Training Coordinator	<ol style="list-style-type: none"> 1. Oversee training events 2. Assist with preparation and review training presentations 3. Assist with training aide development 4. Review and track training records 5. Develop and distribute training guidance
Dennis Carroll	Regional Field Manager	<ol style="list-style-type: none"> 1. Direct oversight for program execution 2. Ensures work plans are planned, implemented and maintained 3. Ensures staff are trained and resourced 4. Ensures reporting is completed in a timely and accurate manner 5. Primary POC for daily operations 6. Maintains monthly communications with NE DEE staff 7. Supervises Technical Assistance Providers
Marty Ostransky Derrick Luebbe Monte Kerchal Eric Teegerstrom	Technical Assistance Providers	<ol style="list-style-type: none"> 1. Provides requested TA and training as assigned 2. Completes reporting in timely and accurate manner 3. Provides referrals as needed 4. Provides feedback on patterns and challenges identified in the field 5. Makes recommendations for procedural changes 6. Develops reference material 7. Maintains regular contact with appropriate NE DEE field staff

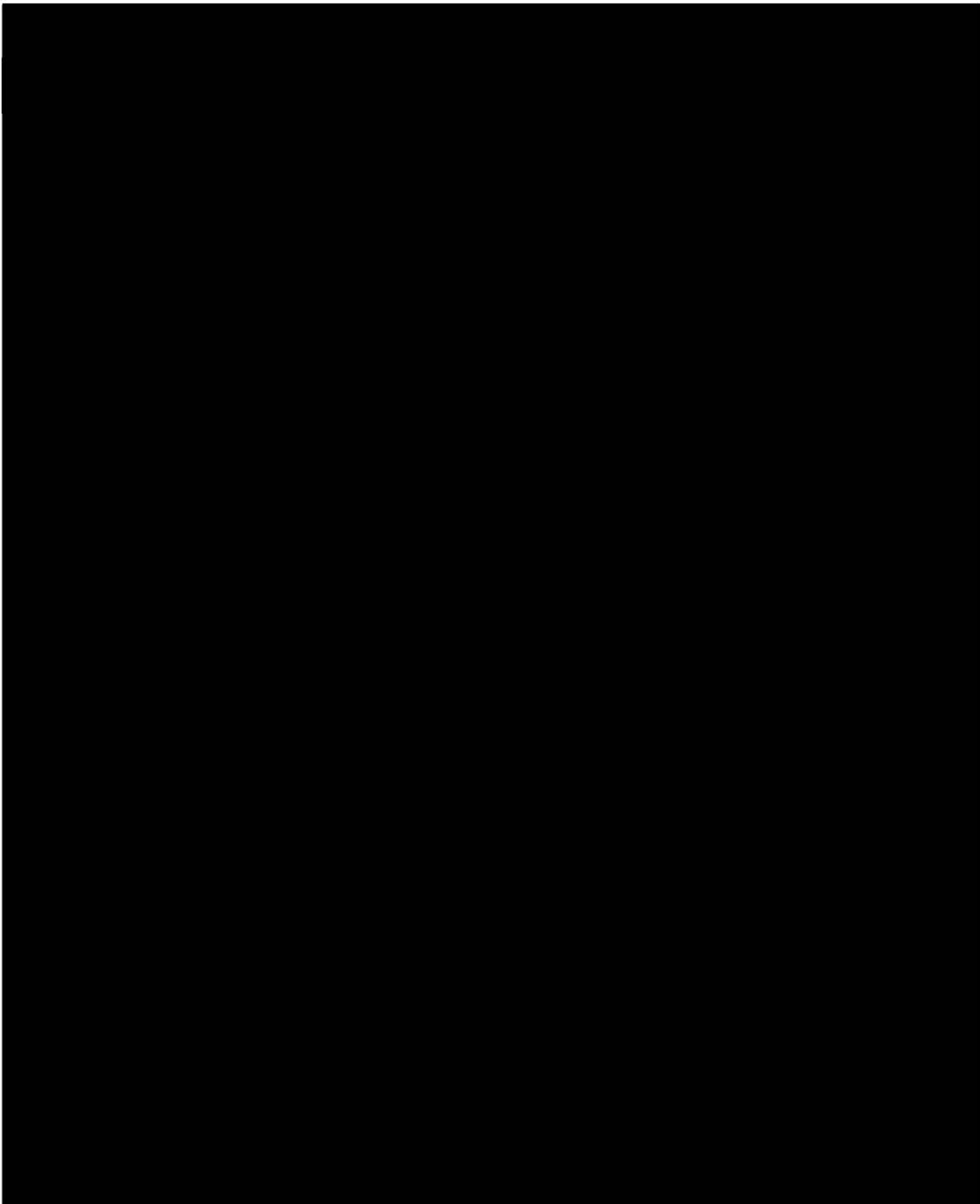


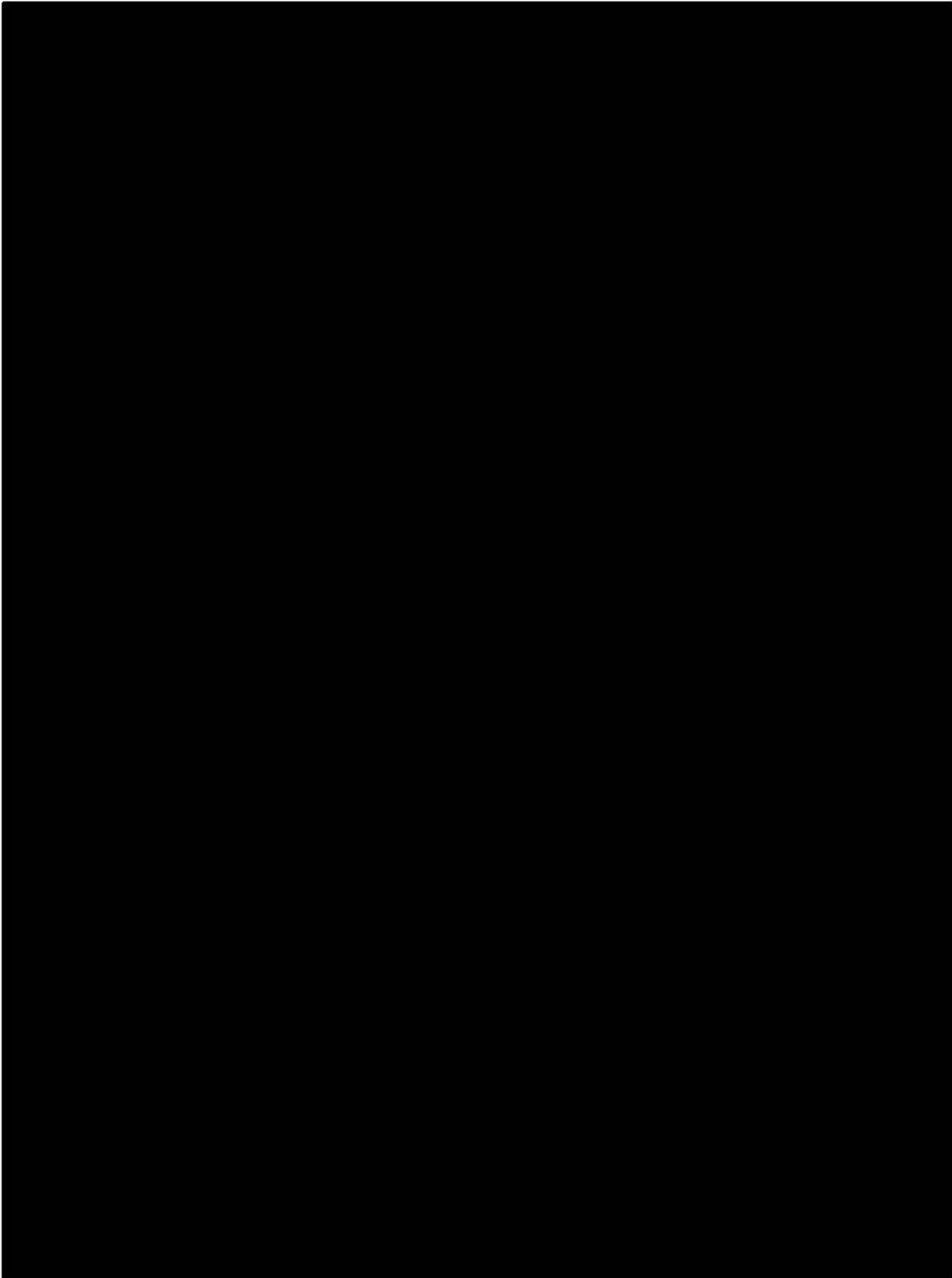


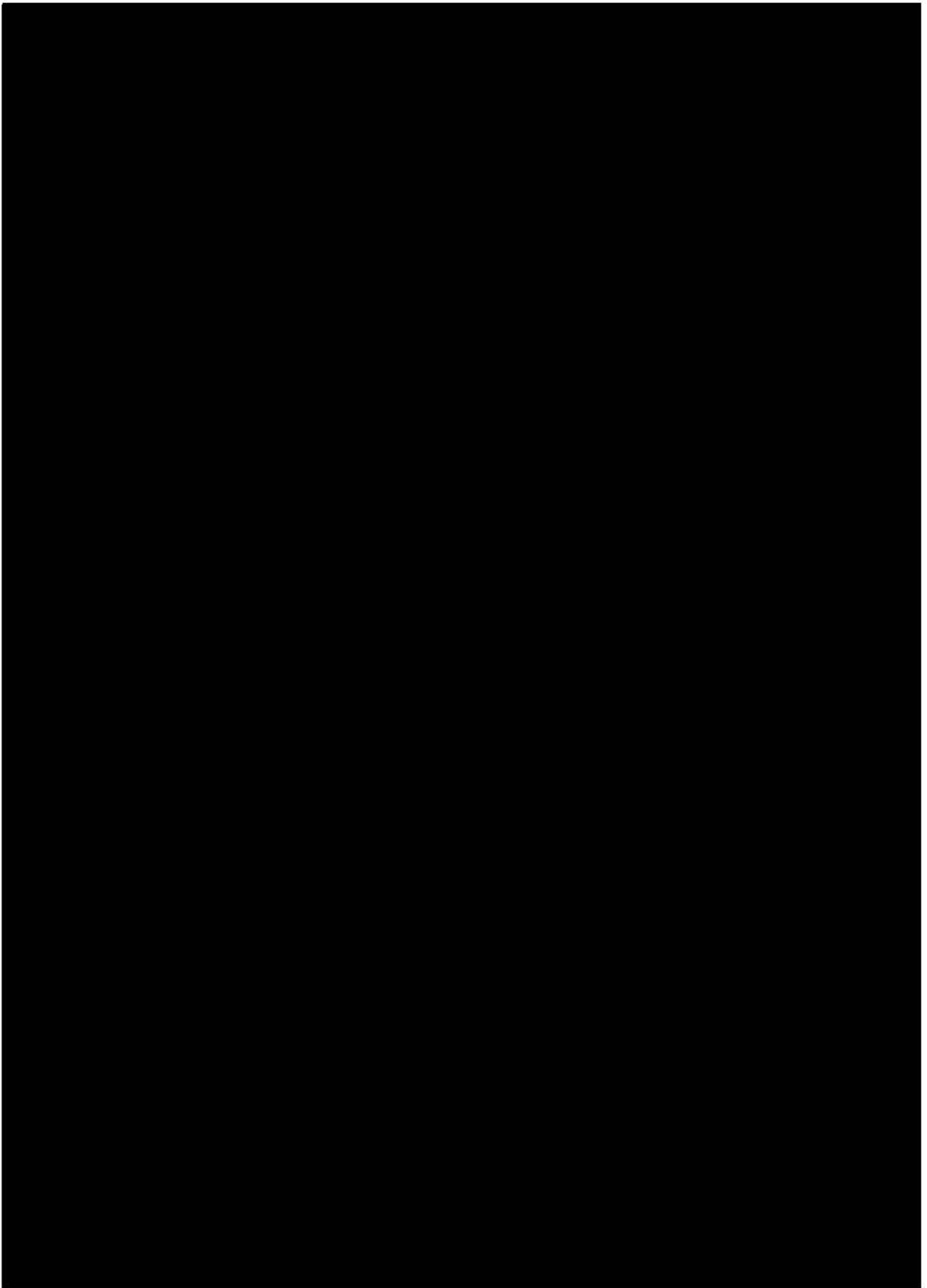




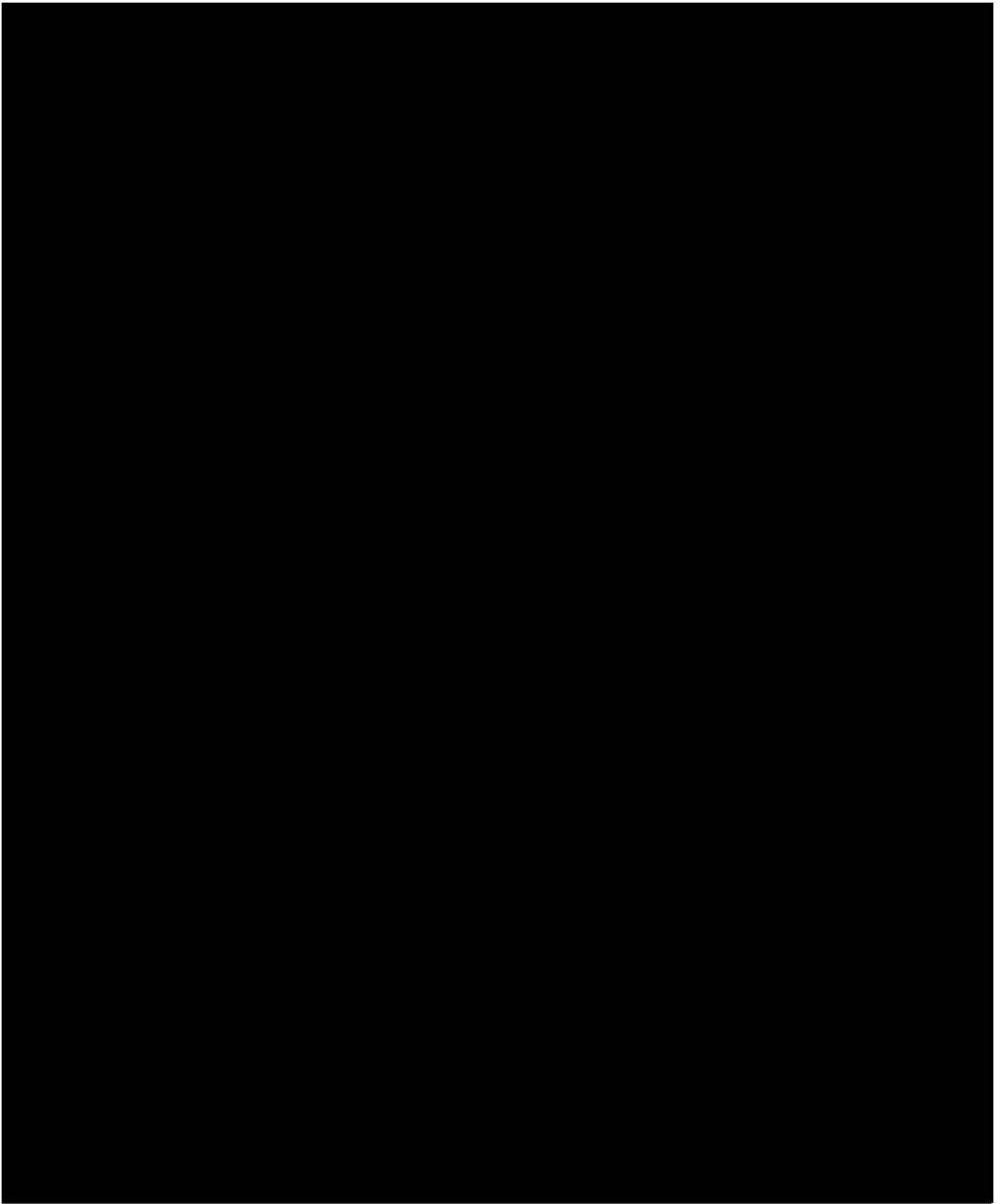




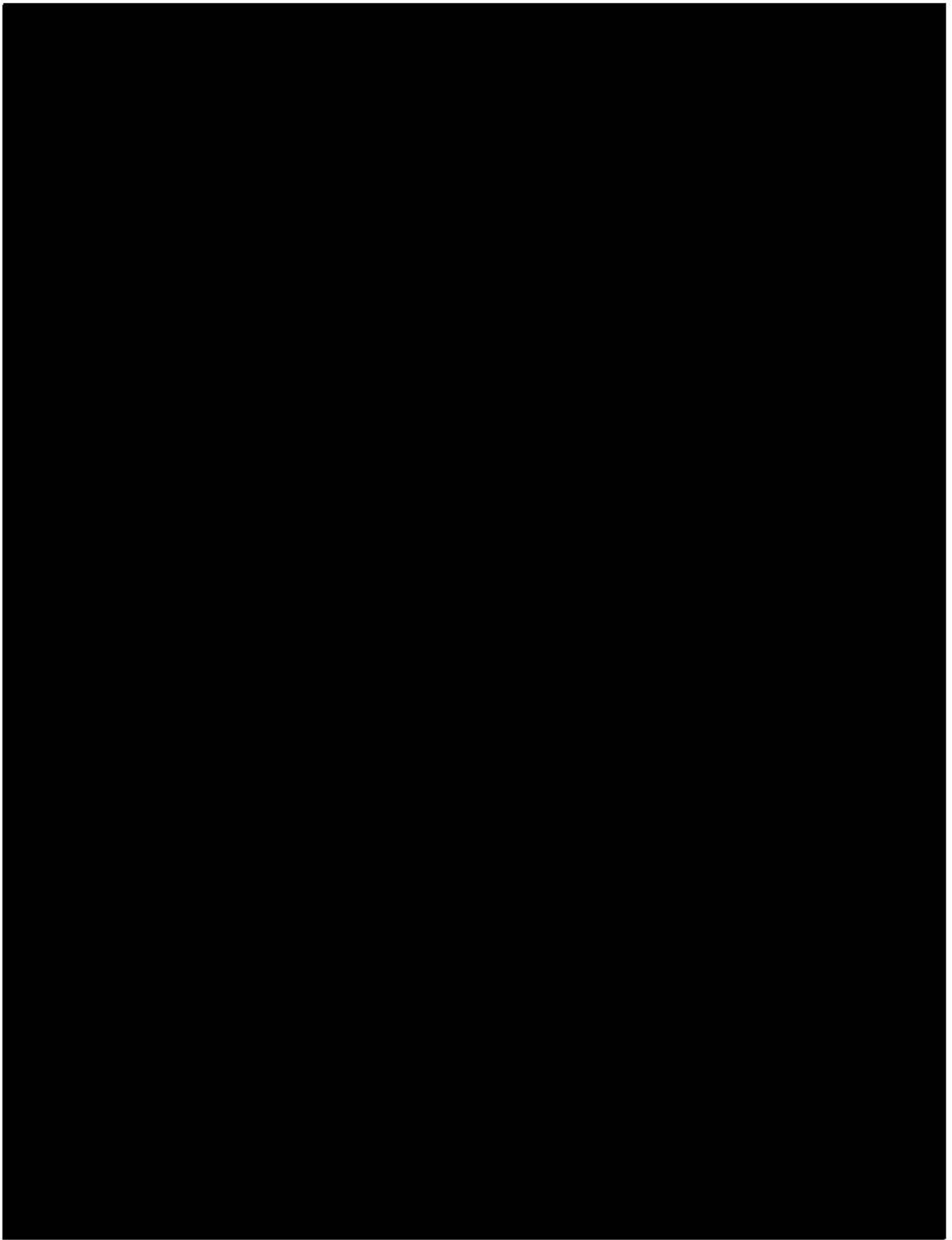




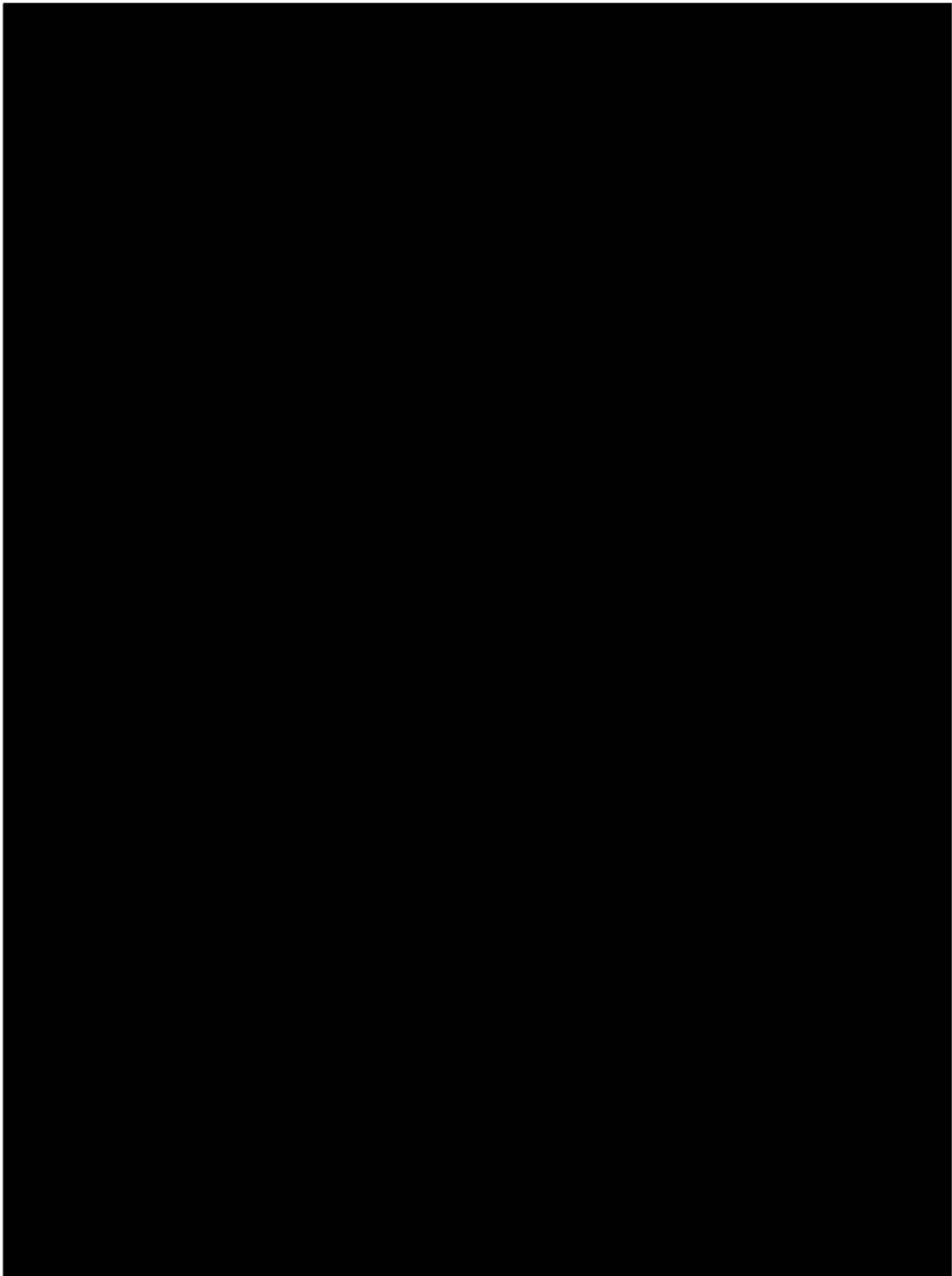




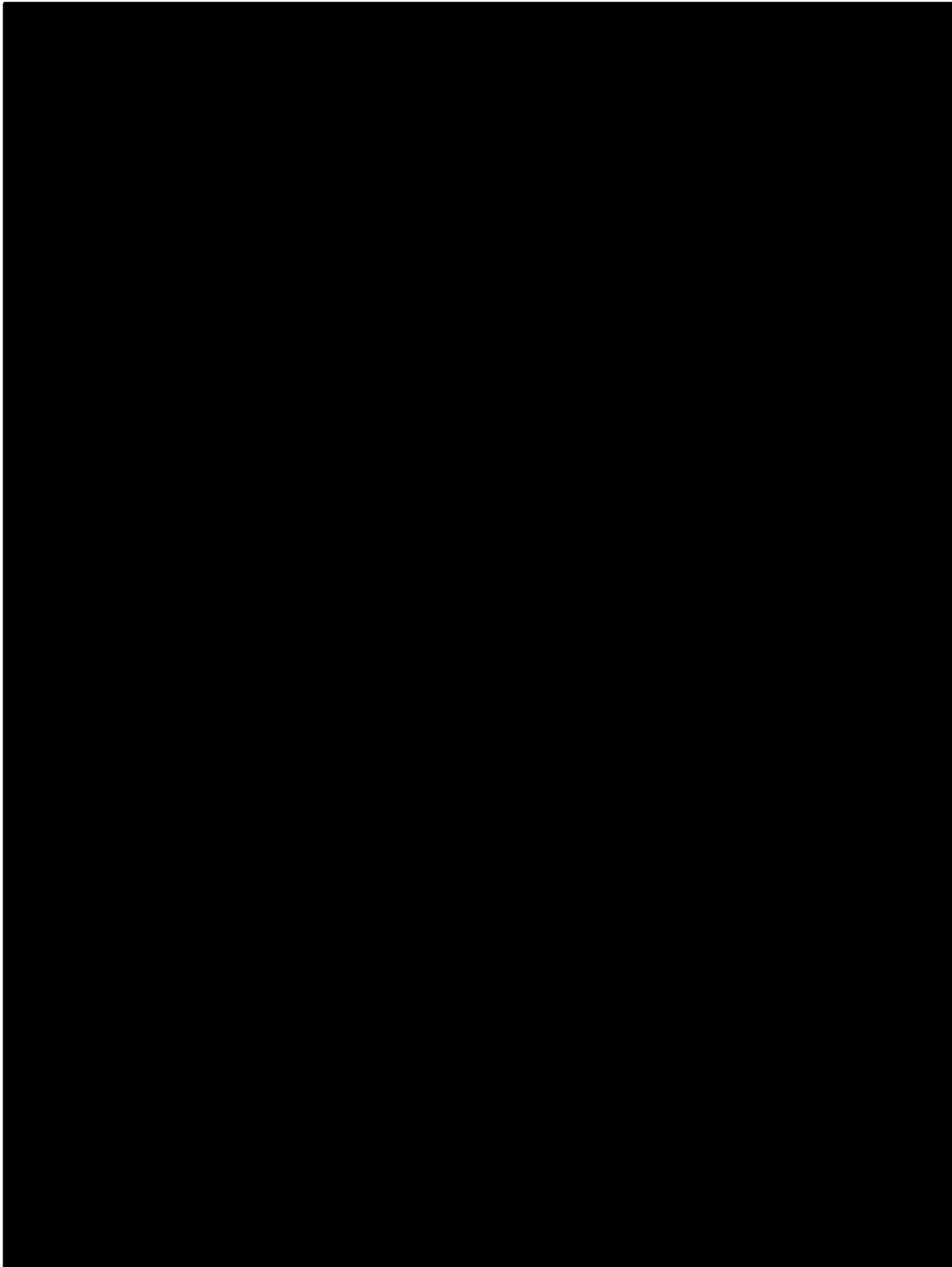


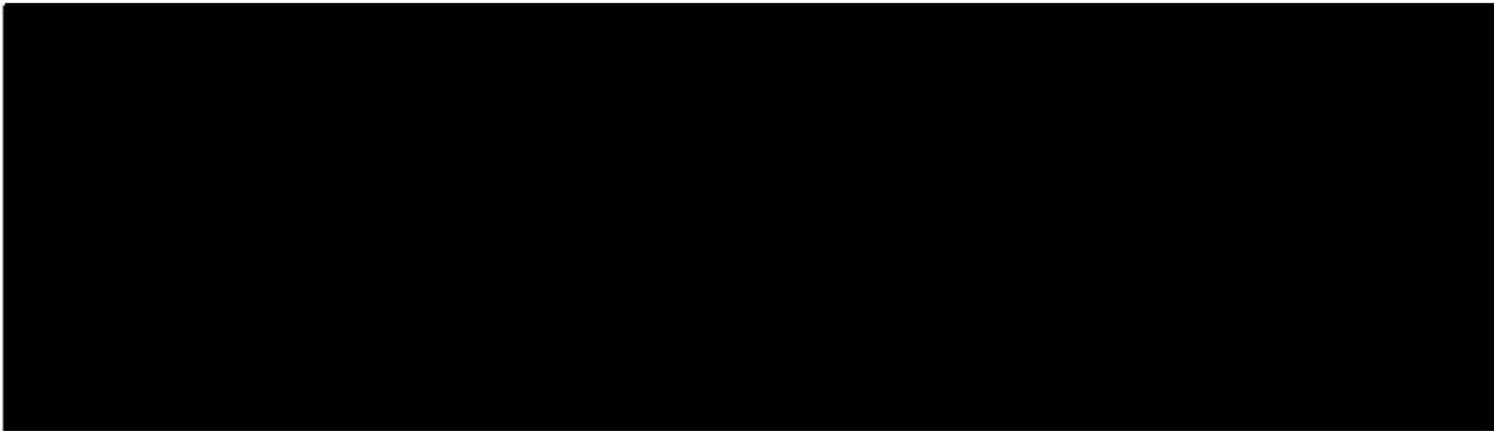


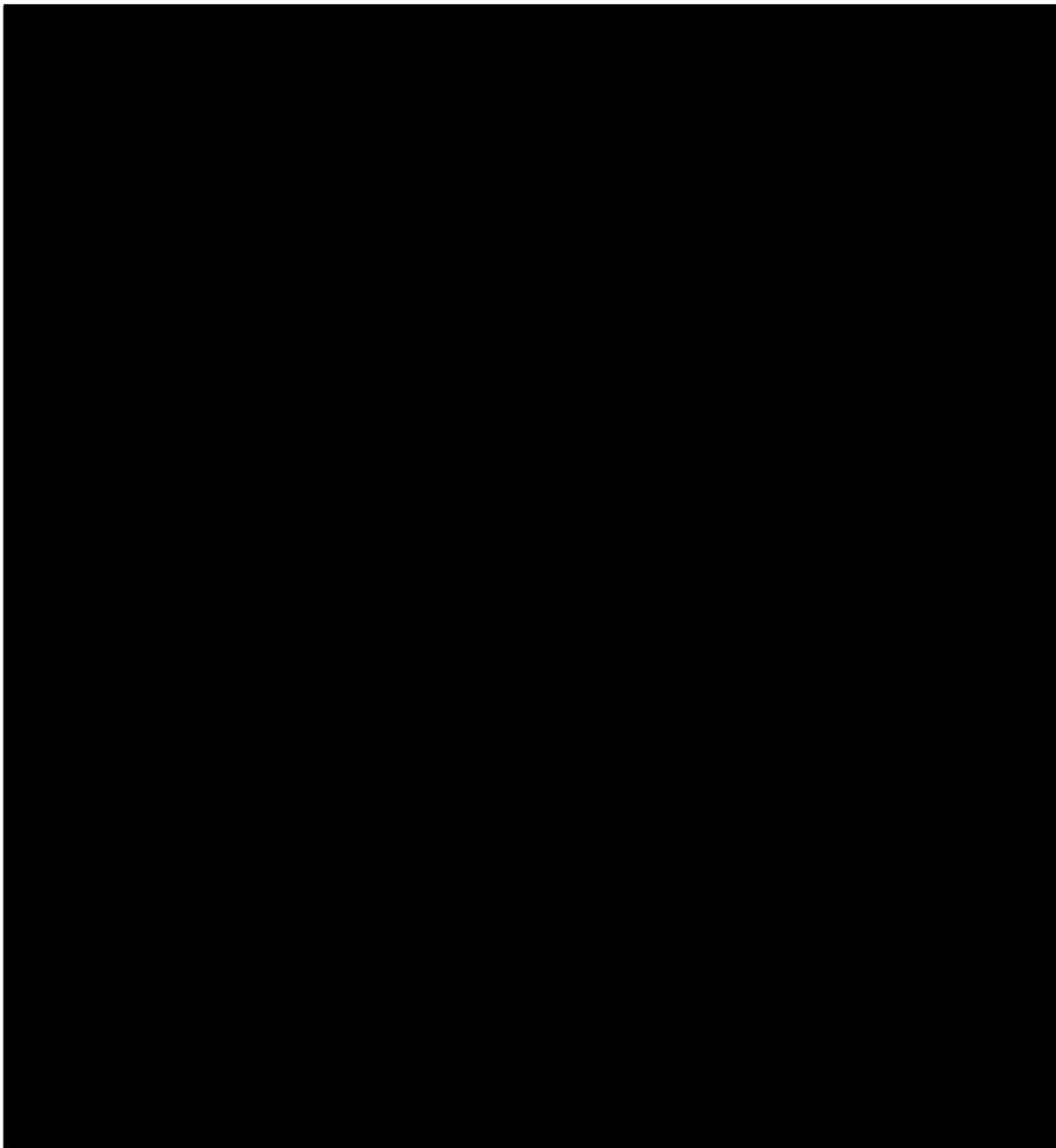












ATTACHMENT D – MAP TRAINING DOCUMENTS (EXAMPLES
to
MAP, INC. RFP BOARD/OWNER TRAINING/WORKSHOPS
for
NEBRASKA SOLICITATION 6691 Z1

The following MAP training document examples follow:

1. Training Checklist
2. Training Sign-In Roster
3. Training Tips and Tricks
4. Board Training Agenda
5. Board Training Agenda
6. Board Training Agenda
7. Board Training Agenda
8. Training Evaluation
9. Asset Management Presentation

Training Name: _____ Date of Training: _____

Funder for Event _____

Training Location: _____ Room: _____

Lead Trainer: _____ Co-Trainer: _____

(only if over 4 hrs.)

Training Items	✓
Finalize Agenda (Upload to staff site 30 days before training event)	
Sign in Sheet with Hyperlink (filled in with pre-registrants)	
Pre/Post test	
Test Answer Key	
Evaluations	
Handouts	
Certificates	
Speaker Notes / Bio Sheets	
Backup -presentations on jump drive	

Facility	✓
Secure facility, ensure ADA Access, MAP In-Kind form signed	
Check for how many it can seat / room set-up	
Wi-Fi (if needed), Projector screen	
Check with facility for early set-up (hours of operation)	
Confirm with facility hours of use for your event. (can you leave set-up over night?)	
Check with facility if food and drinks can be brought in	

Deadlines	Due Date	✓
Secure Date & Location		
Develop / prepare training		
Send PP/materials to FM (6 weeks prior to training)		
Secure contact hours / CEU's (State and EPA)		
Announcement sent at 6 Wks.; 3 Wks.; 1 wk.		
List pre-registered		
Market training by calling if less than 5 participants, Clerks Group, Municipal League		
Collate training packets (folder, calendars, etc.)		

Equipment	✓
Computer	
Projector / Screen	
Remote control and extra batteries	
Extension cord and Power Strip	
Speakers for computer	
Printer	
Ink cartridges (extra)	
Flip Charts	
Paper / Name Tents	
Stapler / Tape	
Hover Cam/ w. SD Card	
Highlighter and Black Marker	
MAP Banner / Table Topper	
Extra pens/pencils	
Calculators	

REFRESHMENTS *Food Items (Approval Required)	✓
Donuts / Cookies	
Pre-packaged Snacks	
Lunch	
Ice tea	
Coffee	
Coffee pot	
Creamer	
Sugar	
Cups	
Napkins	
Water coolers	
Ice for water coolers	
Roll Paper Towels	
Business Cards	

Post Training Task	NOTES	✓
# attendees		
# systems		
Score pre/post test		
Scan pre/post test		
Scan evaluations		
Scan Sign In sheet		
Upload 1 file to DCS (PDF)	Agenda	
	Sign in Sheet	
	Pre/Post Test	
Follow-up with those requesting assistance	Evaluations	
Build distribution email list from registrations		
Enter NPA info into the DCS		
Update Training Tracker		
Compile addresses for source magazine and provide to FM		

✓ CHECK EACH item as you complete the task

Midwest Assistance Program, Inc.

SIGN IN SHEET

Date: _____

Facility Based Training _____

Trainer: _____

Area of Workshop: _____

1- Time/Title of Workshop _____

Funder _____

2- Time/Title of Workshop _____

Funder _____

Location: _____

Contact Hrs./Session _____

Attendee Name	Attendee Signature	Mailing Address	Telephone	E-mail	System Name	Operator #	1 - Check if present	2 - Check if present
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

TRAINING TIPS AND TRICKS

- Start with Goal of the training. Define the goal. Ask yourself what are the training objectives? And why are we here?
- Have a project community host and support the training by allowing their staff to attend
- Should have 5 attendees at a minimum. Host community should help meet the minimum or plan your trainings at a different location, call folks to provide a personal invite to trainings
- Rehearse your trainings. You should know the presentation very well
- Be prepared for your trainings do not wing it
- 5 bullets max per slide. No more than 5 words per bullet, use photos, do not read your slides
- Include a transition slide when switching topics
- As you think about sequencing your training, leave something good for the end to keep attendees around for entire training
- Use training materials as a starting point from the staff site, make state specific
- Allow attendees to online chat during your presentation. It is great way to keep them engaged and communicating with you and the attendees
- Use a headset with a directional microphone
- Use a webcam placed at eye level, leave 1 palm width of free space above your head in your monitor
- Place lighting in front of you and place appropriate items in the background
- Prepare your audience for virtual learning, it may be new to them
- Use 2 times the energy in your voice when giving online training
- Report NPA and upload documents to staff site within 1 week of the training event
- Training Tracker and DCS NPA details should match, double check they are the same

BOARD & AUDITOR WORKSHOP

September 14, 2021

Sanborn Community Center
620 5th Ave
Sanborn, ND 58480



AGENDA			
9:00 AM	-	9:15 AM	Welcome, Sign-in, Introductions, Pre-test
9:15 AM	-	9:45 AM	Water System Regulations
9:45 AM	-	10:15 AM	Preparing Annual Budgets
10:15 AM	-	10:30 AM	BREAK
10:30 AM	-	11:00 AM	Financial and Management Reporting
11:00 AM	-	11:30 AM	Rate Studies
11:30 AM	-	12:00 PM	USDA RD Programs, Loan Specialist Ranetta Starr
12:00 PM	-	12:30 PM	Asset Management
12:30 PM	-	12:45 PM	Financial Sustainability for a N.D. City
12:45 PM	-	1:15 PM	Water Plant Tour
1:15 PM	-	1:30 PM	Q&A & Wrap Up
FOR MORE INFORMATION CONTACT			
Brian Day		701-214-8315	b.day@map-inc.org
<p>The board training session is completely voluntary and at no cost to you or your community. Refreshments will be provided. To confirm your attendance or a member on your board or for details please contact Brian Day at 701-214-8315 or via e-mail at b.day@map-inc.org. Please confirm your attendance for the board training by September 10, 2021.</p> <p style="text-align: center;">This workshop is supported by a contract through EPA.</p>			

What You Will Learn

The purpose of the training is to assist boards and auditors to perform their duties diligently by providing the skills and knowledge to understand the necessary requirements to keep cities or water systems sound and sustainable for generations to come.



MAP is an equal opportunity provider and employer and does not discriminate against qualified individuals with disabilities. We offer a wide variety of training one on one or class room style. Check our website for a list of upcoming events or call our office to request a training in your area. 660-562-2575

www.map-inc.org





Asset Management

June 2, 2021

Kalispell
Wastewater
Treatment Facility
2001 Airport Road
Kalispell, MT 59901

Click Here
TO **REGISTER**

AGENDA

- 8:00 AM - 8:15 AM Sign in, pre test and introductions.
- 8:15 AM - 9:45 AM What are your assets and what condition are they in? How can we use our asset information to track maintenance and repairs to set replacement priorities?
- 9:45 AM - 10:00 AM Break
- 10:00 AM - 11:30 AM GIS Mapping. How it helps with preventative maintenance, inventory, asset management and capital improvement plans. - Presented by Ron Vanderpool, GIS Coordinator for MAP.
- 11:30 AM - 12:00 PM How to use the data you've collected to create a capital improvement program and start planning on how to fund it. Questions?
- 12:00 PM - 12:15 PM Wrap up, post test and adjourn.

CONTACT HOURS

MT DEQ .4 CEC's - Dual

FOR MORE INFORMATION CONTACT

Lynora Rogstad

Email: lrogstad@map-inc.org

Phone: 406-422-2640



This workshop is supported by a contract through Region 8 EPA

MAP is an equal opportunity provider / employer and does not discriminate against qualified individuals with disabilities.

Funder # 146

In accordance with the Americans with Disabilities Act (ADA), MAP will make reasonable accommodations for persons with disabilities who wish to participate in the workshop. Please contact the trainer for accommodation requests.



Elected Officials Training Covering the Basics

Wednesday, July 21, 2021
3:00 - 5:00 PM



Virtual Training

Follow the link from your registration Email
to sign into training at designated time.

This training is for all elected municipal government board or council members. Ideal for newly elected officials, but also a great refresher for all re-elected members and all municipal staff.
This live virtual training can be viewed on a computer or smart phone.

AGENDA

- 3:00 PM - 3:15 PM** **Introductions, GoTo Training**
- 3:15 PM - 4:05 PM** **Understanding Your Roles & Responsibilities**
 - Government Basics
 - Motions, Resolutions & Ordinances
 - Conducting Meetings
 - Buying & Selling Property - bidding and surplus
- 4:05 PM - 4:45 PM** **Rate Setting & Financial Management**
 - Budgeting
 - Setting Your Utility Rates
- 4:45 PM - 5:00 PM** **Wrap up**

FOR MORE INFORMATION CONTACT

Jackie Luttrell
Technical Assistance Provider

Email: jluttrell@map-inc.org
Phone: 605-237-3370

This workshop is supported by a contract through Region 8 EPA



MAP is an equal opportunity provider/employer and does not discriminate against qualified individuals with disabilities.

There is no Fee to Attend - Pre-registration is Required.

BOARD AND CLERK TRAINING FOR CAPACITY BUILDING

An online workshop offering financial and managerial information for water and sewer systems, focused on the responsibilities of appointed and elected officials in a team-oriented approach.

Tuesday, May 11, 2021

1:00--4:00 PM

Registration: <https://attendee.gototraining.com/r/2338714423024778497>

Agenda Topics

General Board Responsibilities
What's Required to Conduct Legal Meetings
Operating Under Robert's Rules of Order
Tips and Tricks for Taking Good Minutes
Budgeting, Financial Reporting, Audit Requirements
Developing Sustainable Utility Rates
Asset Management Considerations
Emergency Response Plans and Vulnerability Assessments
When USDA-RD Funds Your Project

Following registration, attendees will receive a confirmation E-mail containing information about joining the training. Contact Jeff Kormann at (573)680-0682, or jkormann@map-inc.org for more information.

MAP (www.map-inc.org) provides assistance to small communities through grants from USDA Rural Development. If you are having a problem with your system MAP can help with technical, managerial, and financial concerns at no cost.





Workshop Name: _____
Location: _____
Trainer: _____
Date: _____ Time: _____ - _____
Funder: _____

Please help the Midwest Assistance Program deliver the best possible workshops by completing this evaluation. These questions are optional and your answers will be kept private. We would like you to tell us your race, ethnicity, and gender so that we can find and address differences in access to training and other services in rural communities.

Name / Title: _____ Organization/System: _____ State: _____

1. Race, Select all that apply:

- American Indian or Alaska Native Asian Black or African descent White
 Middle Eastern or North African Native Hawaiian or Pacific Islander Multi-racial
 Hispanic, Latino, or Spanish origin Prefer Not to Answer
 Prefer to Self Describe: _____

2. Gender, Select all that apply:

- Female Male Non-binary Prefer Not to Answer
 Prefer to Self Describe: _____

3. The instructor encouraged questions and attendee participation:

- Yes No

4. You, the participant, actively participated and learned something new:

- Yes No

5. Your overall evaluation of the workshop:

- Excellent Very good Good Fair Poor

6. Your overall evaluation of the trainer(s):

- Excellent Very good Good Fair Poor

7. What was the most valuable aspect of the workshop or please list something you learned?

8. What was the least valuable aspect of the workshop?

9. What improvements would you suggest for a future workshop session?

10. Will the training materials help you in your position?

Yes No Comments: _____

11. How would you rate the facilities and service at the workshop session location?

Excellent Very good Good Fair Poor

12. Would you be interested in hosting or attending future workshops? If yes, please specify.

Water Wastewater Solid Waste I will host a MAP workshop
 Admin / Clerk / Board Math Other: _____

13. Job title (select one)

Water / Wastewater Operator Utility staff Regulatory / Primacy Other: _____
 Board or Council member Manager TAP / Consultant
 Well Owner Groundwater Professional

14. Number of systems represented? (One or more)

One Specify total: _____

15. Organization Type:

Small (serving less than 500 population) Serving more than 501 but less than 3,300 population
 Serving more than 3,301 but less than 10,000 population Large (Serving over 10,000 population)
 Federal, state, territorial, or local agency Technical assistance provider

16. How did you hear about this training?

Mail Website Email Announcement Social Media
 Phone Peer State or Federal Agency

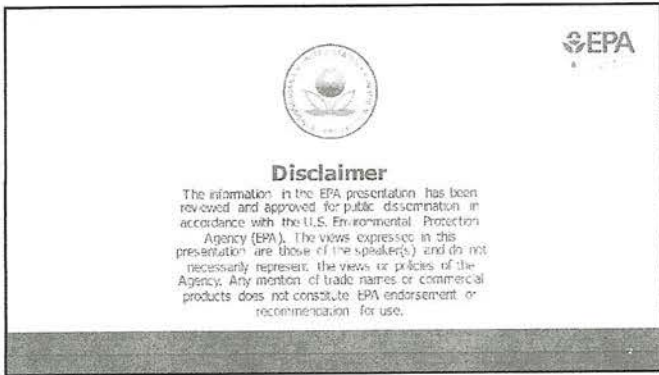
17. Please list specific topics you wish to see at future trainings:

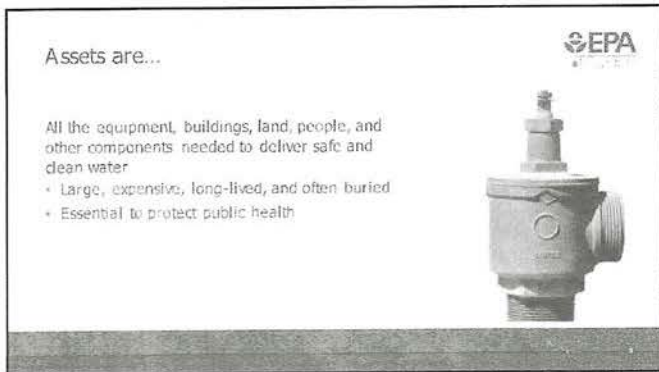
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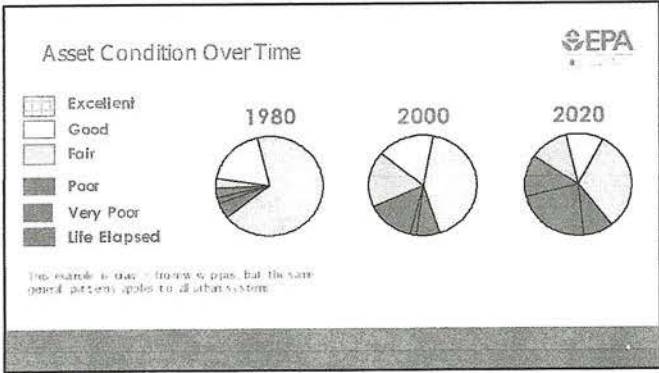
Phone: _____

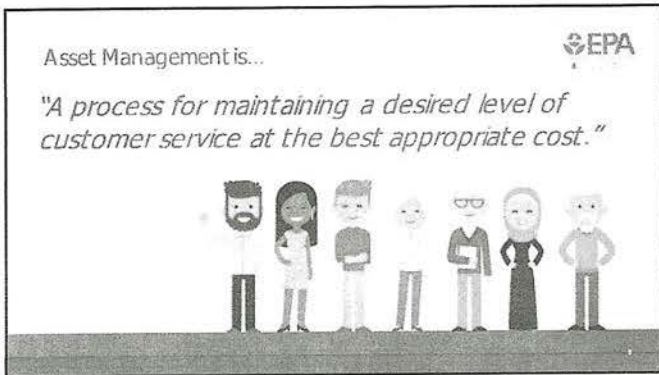
MAP is an equal opportunity provider and employer and does not discriminate against qualified individuals with disabilities.
THANK YOU - Midwest Assistance Program












- ### Asset Management includes...
-
- Building an inventory of your assets.
 - Scheduling and tracking maintenance tasks through work orders.
 - Managing your budgeted and actual annual expenses and revenue.
- The list includes three items, each with a small icon: puzzle pieces for inventory, a checklist for work orders, and a line graph for budget management.


Asset Management will... 


Give systems a documented understanding of


- the assets they have
- how long they are going to last
- how much it's going to cost to repair, rehabilitate, or replace them

Provides financial projections and allows the utility to see if rates and other revenue-generating mechanisms are enough to stay in the business of safely providing drinking or clean water to customers.

Gives you the basis to make good decisions

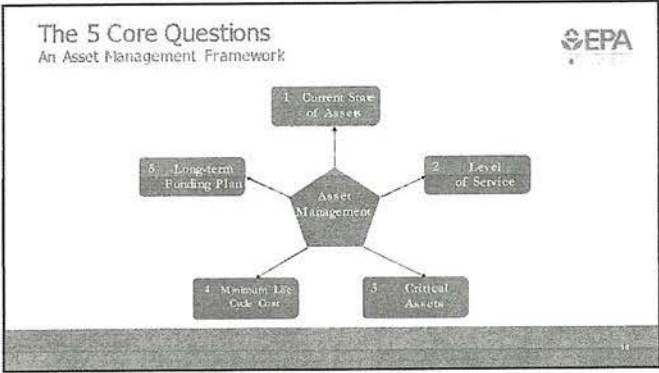
In other words... 



America's Water Infrastructure Act of 2018 (AWIA) 

AWIA Section 2012 amends the SDWA and requires:

- That the states amend the state capacity development strategy to include a **description of how the state will encourage the development of asset management plans** that includes best practices and include any training, technical assistance and other activities to help implement asset management plans.
- That the state includes an update of these activities to encourage asset management practices in the Governor's report.
- EPA to review and update, if appropriate, asset management documents and trainings every five years.



What Is The Current State Of The Utility's Assets?

Report: *Water Assets*
Topic: *PA2017-2018*
Guest: *Charles Myers, RPA*

- > What does the utility own?
- > Where is it?
- > What is its condition?
- > What is its remaining value?
- > What is its remaining useful life?

What Is The Utility's Required Sustained Level Of Service (LOS)?

Report: *Water Assets*
Guest: *Thomas F. White, RPA*
Topic: *LOS*

- > What do the regulators require?
- > What are the utility's performance goals?
- > What LOS do the utility's customers demand?
- > What are the physical capabilities of the utility's assets?

Which Assets Are Critical To Sustained Performance?

EPA

- How can assets fail?
- How do assets fail?
- What are the likelihoods and consequences of asset failure?
- What does it cost to repair the asset?
- What are other costs that are associated with asset failure?






Photo: Bill Chernusky/istockphoto.com

What Are The Utility's Best CIP and O&M Strategies?

EPA



WHAT ALTERNATIVE MANAGEMENT STRATEGIES EXIST?



WHAT STRATEGIES ARE THE MOST FEASIBLE FOR MY ORGANIZATION?

What Is The Utility's Best Long-Term Financing Strategy?

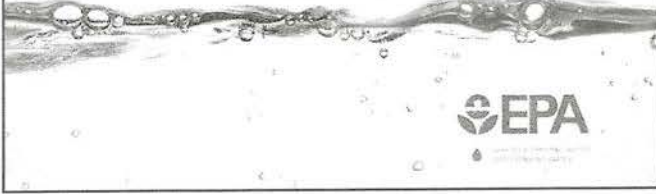
EPA

- Do we have enough funding to maintain our assets for our required level of service?
- Is our rate structure sustainable for our system's long-term needs?



Questions?

Alison Flenniken
U.S. EPA
Office of Ground Water and Drinking Water
(202) 564-4412
Flenniken.Alison@epa.gov



Resources



EPA Asset Management Resource Website
<https://www.epa.gov/dw/capacity/asset-management-resources-states-and-small-drinking-water-systems>

Asset Management for Water and Wastewater Utilities
<https://www.epa.gov/sustainable-water-infrastructure/asset-management-water-and-wastewater-utilities>

Water Finance Clearinghouse
https://efmpub.epa.gov/apex/wtr/Dp_165.1.wvu

ATTACHMENT E – MAP GIS CAPABILITIES
to
MAP, INC. RFP BOARD/OWNERS TRAINING/WORKSHOPS
for
NEBRASKA SOLICITAION 6691 Z1

The following documents are provided for MAP GIS Capabilities.

1. MAP GIS Brochure
2. MAP GIS Capabilities Overview

Community Infrastructure Management with GIS

SERVICES AVAILABLE

- INFRASTRUCTURE GIS TRAINING
- LIVE ONLINE GIS WEB HOSTING
- FIELD DATA COLLECTION

GIS TECHNOLOGY SOLUTIONS THAT WORK FOR YOUR COMMUNITY

Our program focus is providing full GIS services to the small communities and systems that struggle with the everyday challenges of infrastructure management from basic proactive operations and maintenance to capital improvement planning.

Understanding the "where" and then associating the "what" and "how" can provide the community multiple avenues to ask the "when, if, & why" questions with accurate analytical approaches to sound and sustainable infrastructure management. Contact us today !!!

Midwest Assistance Program (MAP) has been helping communities and tribal nations find solutions to their infrastructure and development needs through information, resource management, expertise, and technical assistance since 1979. MAP provides solutions to rural communities and tribal nations each year in Iowa, Kansas, Minnesota, Missouri, Montana, Nebraska, North Dakota, South Dakota, and Wyoming. Communities are revitalized through help from MAP which then strengthens the future and vitality of rural America.



Midwest Assistance Program
303 N. Market St., Suite 2
Maryville, MO. 64468
(660) 562-2575
map@map-inc.org

MAP GIS Capabilities

An Overview

MAP provides an affordable full-service GIS-based infrastructure management structure from inventory acquisition to analysis of the system's infrastructure including any up-to-date changes in the system components and conditions.

MAP utilizes the current ESRI GIS desktop and cloud environments to deliver state-of-the-art results catered to each system's individual needs.

Our capabilities include but are not limit to the following;

Meter accuracy infrastructure inventory data collection.

Static (paper) infrastructure mapping development and printing based on current system information.

Infrastructure management through a secure, multi-level operational access cloud-based environment of;

- Interactive mapping

- Interactive O&M forms

- Interactive data analysis

 - Define problems and solutions

 - Query conditions and trends

 - Modeling, planning and projections

Interactive data development with associated maps, charts, and tables for reports and visualization that can be hosted in a private or public-facing environment used in meetings and presentations for educational, planning, or funding acquisition needs.

MIDWEST ASSISTANCE PROGRAM, INC.

**FINANCIAL STATEMENTS AND
SINGLE AUDIT COMPLIANCE REPORTS**

YEARS ENDED SEPTEMBER 30, 2021 AND 2020



WEALTH ADVISORY | OUTSOURCING
AUDIT, TAX, AND CONSULTING

CLAconnect.com

**MIDWEST ASSISTANCE PROGRAM, INC.
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INDEPENDENT AUDITORS' REPORT

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

Report on the Financial Statements

We have audited the accompanying financial statements of Midwest Assistance Program, Inc., which comprise the statements of financial position as of September 30, 2021 and 2020, and the related statements of activities and changes in net assets, functional expenses, and cash flows for the years then ended, and the related notes to the financial statements.

Management's Responsibility for the Financial Statements

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

Auditors' Responsibility

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

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

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

Board of Directors
Midwest Assistance Program, Inc.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Midwest Assistance Program, Inc. as of September 30, 2021 and 2020, and the changes in its net assets and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Other Information – Schedule of Expenditures of Federal Awards

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

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated February 14, 2022 on our consideration of Midwest Assistance Program, Inc.'s internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of Midwest Assistance Program, Inc.'s internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering Midwest Assistance Program, Inc.'s internal control over financial reporting and compliance.



CliftonLarsonAllen LLP

St. Joseph, Missouri
February 14, 2022

**MIDWEST ASSISTANCE PROGRAM, INC.
STATEMENTS OF FINANCIAL POSITION
SEPTEMBER 30, 2021 AND 2020**

	2021	2020
ASSETS		
CURRENT ASSETS		
Cash and Cash Equivalents	\$ 1,213,284	\$ 1,001,173
Grants, Contracts, and Accounts Receivable	467,961	548,945
Prepaid Expenses	13,602	13,117
Total Current Assets	1,694,847	1,563,235
PROPERTY AND EQUIPMENT, NET	78,096	-
OTHER ASSETS		
Lease Deposit	1,000	-
Total Assets	\$ 1,773,943	\$ 1,563,235
LIABILITIES AND NET ASSETS		
CURRENT LIABILITIES		
Accounts Payable	\$ 49,819	\$ 68,626
Accrued Employee Costs	320,716	316,918
Lease Incentive, Current Portion	1,348	-
Total Current Liabilities	371,883	385,544
LONG-TERM LIABILITIES		
Lease Incentive	12,024	-
Total Liabilities	383,907	385,544
NET ASSETS		
Without Donor Restrictions	1,390,036	1,177,691
Total Liabilities and Net Assets	\$ 1,773,943	\$ 1,563,235

See accompanying Notes to Financial Statements.

**MIDWEST ASSISTANCE PROGRAM, INC.
STATEMENTS OF ACTIVITIES AND CHANGES IN NET ASSETS
YEARS ENDED SEPTEMBER 30, 2021 AND 2020**

	<u>2021</u>	<u>2020</u>
REVENUES WITHOUT DONOR RESTRICTIONS		
Grants and Contracts	\$ 4,569,284	\$ 4,242,609
Interest Income	647	929
In-Kind Revenue	130,500	122,100
Other Income	730	1,336
Total Revenues Without Donor Restrictions	<u>4,701,161</u>	<u>4,366,974</u>
EXPENSES		
Program Activities:		
Water and Wastewater	3,637,248	3,416,144
Economic Development	18,525	6,321
Solid Waste	125,737	115,667
Total Program Activities	<u>3,781,510</u>	<u>3,538,132</u>
Support Activities:		
Management and General	707,306	617,656
Total Expenses	<u>4,488,816</u>	<u>4,155,788</u>
CHANGES IN NET ASSETS WITHOUT DONOR RESTRICTIONS	212,345	211,186
Net Assets - Beginning of Year	<u>1,177,691</u>	<u>966,505</u>
NET ASSETS - END OF YEAR	<u><u>\$ 1,390,036</u></u>	<u><u>\$ 1,177,691</u></u>

See accompanying Notes to Financial Statements.

**MIDWEST ASSISTANCE PROGRAM, INC.
STATEMENTS OF FUNCTIONAL EXPENSES
YEARS ENDED SEPTEMBER 30, 2021 AND 2020**

	2021					2020				
	Program Activities			Supporting Activities	Total	Program Activities			Supporting Activities	Total
	Water and Wastewater	Economic Development	Solid Waste	Management and General		Water and Wastewater	Economic Development	Solid Waste	Management and General	
EXPENSES										
Salaries and Wages	\$ 2,304,866	\$ 13,077	\$ 81,531	\$ 400,054	\$ 2,799,528	\$ 1,997,475	\$ 3,876	\$ 75,605	\$ 337,087	\$ 2,414,043
Fringe Benefits	595,772	3,543	20,877	82,034	702,226	709,481	1,410	25,159	105,118	841,168
Independent Contractors and Subgrantees	9,028	-	-	35,882	44,910	10,062	-	-	28,851	38,913
Professional Fees	5,106	-	-	20,291	25,397	-	-	-	22,396	22,396
Travel	340,540	935	15,506	36,844	393,825	299,445	638	8,484	51,423	359,990
Communications	152,841	759	5,809	39,380	198,789	157,044	259	5,685	26,085	189,073
Space Costs	136,441	36	225	24,800	161,502	125,628	13	216	21,375	147,232
Supplies	62,959	72	445	12,667	76,143	41,999	62	47	15,168	57,276
Equipment Costs	4,199	2	7	10,326	14,534	14,848	8	-	425	15,281
Depreciation	-	-	-	1,096	1,096	354	25	25	102	506
Other	25,496	101	1,337	43,932	70,866	59,808	30	446	9,626	69,910
Total Expenses	\$ 3,637,248	\$ 18,525	\$ 125,737	\$ 707,306	\$ 4,488,816	\$ 3,416,144	\$ 6,321	\$ 115,667	\$ 617,656	\$ 4,155,788

See accompanying Notes to Financial Statements.

**MIDWEST ASSISTANCE PROGRAM, INC.
STATEMENTS OF CASH FLOWS
YEARS ENDED SEPTEMBER 30, 2021 AND 2020**

	<u>2021</u>	<u>2020</u>
CASH FLOWS FROM OPERATING ACTIVITIES		
Change in Net Assets	\$ 212,345	\$ 211,186
Adjustments to Reconcile Change in Net Assets to Net Cash Provided by Operating Activities:		
Depreciation	1,096	506
Effects of Changes in Operating Assets and Liabilities:		
Grants, Contracts, and Accounts Receivable	80,984	490,244
Prepaid Expenses	(485)	(12,344)
Lease Deposit	(1,000)	-
Accounts Payable	(18,807)	(9,790)
Accrued Employee Costs	3,798	(65,720)
Other Liabilities	-	-
Net Cash Provided by Operating Activities	<u>277,931</u>	<u>614,082</u>
CASH FLOWS FROM INVESTING ACTIVITIES		
Purchase of Property and Equipment	<u>(65,820)</u>	<u>-</u>
NET INCREASE IN CASH AND CASH EQUIVALENTS	212,111	614,082
Cash and Cash Equivalents - Beginning of Year	<u>1,001,173</u>	<u>387,091</u>
CASH AND CASH EQUIVALENTS - END OF YEAR	<u>\$ 1,213,284</u>	<u>\$ 1,001,173</u>
NONCASH INVESTING ACTIVITIES		
Property and Equipment Acquired through Lease Incentive	<u>\$ 13,372</u>	<u>\$ -</u>

See accompanying Notes to Financial Statements.

**MIDWEST ASSISTANCE PROGRAM, INC.
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021 AND 2020**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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

Net Assets

Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

Net Assets Without Donor Restrictions – Net assets available for use in general operations and not subject to donor (or certain grantor) restrictions. The governing board has not designated any net assets from net assets without donor restrictions.

Net Assets With Donor Restrictions – Net assets subject to donor- (or certain grantor-) imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Gifts of long-lived assets and gifts of cash restricted for the acquisition of long-lived assets are recognized as revenue when the assets are placed in service. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both.

Cash and Cash Equivalents

Cash and cash equivalents consist of demand and savings deposits.

Grants, Contracts, and Accounts Receivables

Accounts receivable are stated at net realizable value. The Organization's policy is to recognize accounts receivable based on services provided during the fiscal year. The Organization reviews receivables for collectibility, and when an amount is not deemed collectible, it is written off to a related allowance account. Any allowance for doubtful accounts is estimated by management based on bad debt history from previous years and the aging of accounts receivable balances. Management has evaluated the collectibility of amounts and deems all amounts to be collectible at September 30, 2021 and 2020. At September 30, 2021 and 2020, all grants and contracts accounts receivable were due within one year.

**MIDWEST ASSISTANCE PROGRAM, INC.
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021 AND 2020**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Property and Equipment

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

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

Grants and Contract Revenue

The Organization receives a significant amount of revenue in the form of grants. The Organization recognizes grant funds received or receivable as revenue to the extent that qualifying allowable expenses have been incurred and barriers have been overcome, as such, the donor restriction is met prior to the revenue being recognized causing it to be considered revenue without donor restriction. Any funds received but not yet earned are shown as deferred revenue.

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

Functional Allocation of Expense

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

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

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

**MIDWEST ASSISTANCE PROGRAM, INC.
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021 AND 2020**

NOTE 1 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Use of Estimates

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

Tax-Exempt Status

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

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

Subsequent Events

The Organization has evaluated events and transactions for potential recognition or disclosure in these financial statements through February 14, 2022, the date the financial statements were available to be issued.

NOTE 2 LIQUIDITY AND AVAILABILITY

The Organization regularly monitors liquidity required to meet its operating needs and other contractual commitments, while also striving to maximize the investment of its available funds. The Organization has various sources of liquidity at its disposal, including cash and cash equivalents and accounts receivable. In addition to financial assets available to meet general expenditures over the next 12 months, the Organization anticipates collecting sufficient revenue to cover general expenditures not covered by donor-restricted resources. Refer to the statements of cash flows which identify the sources and uses of the Organization's cash.

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the balance sheet date, comprise of the following:

	<u>2021</u>	<u>2020</u>
Cash	\$ 1,213,284	\$ 1,001,173
Grants, Contracts, and Accounts Receivable	467,961	548,945
Financial Assets Available to Meet Cash Needs for Expenditures Within One Year	<u>\$ 1,681,245</u>	<u>\$ 1,550,118</u>

The Organization has no contractual or donor-imposed restrictions, or board designations on its financial assets.

**MIDWEST ASSISTANCE PROGRAM, INC.
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021 AND 2020**

NOTE 3 PROPERTY, EQUIPMENT AND ACCUMULATED DEPRECIATION

Property and equipment, net of accumulated depreciation, consists of the following at September 30:

	<u>2021</u>	<u>2020</u>
Leasehold Improvements	\$ 79,192	\$ -
Equipment	<u>17,324</u>	<u>17,324</u>
Total Cost	96,516	17,324
Less: Accumulated Depreciation	<u>18,420</u>	<u>17,324</u>
Total	<u>\$ 78,096</u>	<u>\$ -</u>

The net book value of equipment purchased with federal grant programs was \$-0- at September 30, 2021 and 2020.

NOTE 4 RELATED PARTY

The executive director of the Organization serves as a board member of the Rural Community Assistance Partnership (RCAP) and as such, RCAP is considered a related party. The Organization recognized grant revenue from RCAP of \$2,580,689 and \$2,119,228 for the years ended September 30, 2021 and 2020, respectively, and has \$203,393 and \$261,255 in grants and accounts receivable from RCAP at September 30, 2021 and 2020, respectively.

NOTE 5 IN-KIND CONTRIBUTIONS

In-kind contributions consisted of \$130,500 and \$122,100 in donated office space for the years ended September 30, 2021 and 2020, respectively.

NOTE 6 RETIREMENT PLAN

The Organization sponsors a 401(k) retirement plan (the Plan). Each participant may elect to contribute a percentage of gross wages with some limitations. The Organization provides a discretionary 100% match of employee contributions up to 3%, as well as an additional 50% match on the next 6% of compensation. Employer contributions to the Plan for the years ended September 30, 2021 and 2020 were \$119,630 and \$114,029, respectively.

**MIDWEST ASSISTANCE PROGRAM, INC.
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021 AND 2020**

NOTE 7 LEASES

The Organization leases office space and office equipment for administrative functions. Rental expenses for office space and equipment amounted to \$24,800 and \$21,600 for the years ended September 30, 2021 and 2020, respectively. The lease agreement is effective from August 1, 2021 through July 31, 2031 and requires monthly rental payments of \$2,500 for the first five years. Rental payments for each of the remaining years will be negotiated each year. Annual increases will not exceed 10% in any given year, and monthly rental payments will not exceed \$3,250. Lease incentives of \$13,372 for leasehold improvements was included with the lease agreement. Future lease commitments and amortization of the lease incentive are as follows:

<u>Year Ending September 30,</u>	<u>Rental Payment</u>	<u>Lease Incentive Amortization</u>
2022	\$ 30,000	\$ 1,348
2023	30,000	1,348
2024	30,000	1,348
2025	30,000	1,348
2026	30,000	1,348
Thereafter	145,000	6,632
Total	<u>\$ 295,000</u>	<u>\$ 13,372</u>

NOTE 8 CONCENTRATIONS OF CREDIT RISK

Grant revenue totaling \$3,728,784 and \$3,563,011 was received from two granting agencies for the years ended September 30, 2021 and 2020, respectively, which represents 82% and 84%, respectively, of total grant revenue. Accounts receivable from these granting agencies totaled \$330,752 and \$381,257 for the years ended September 30, 2021 and 2020, respectively, representing 72% and 69%, respectively, of total accounts receivable. Thus, the Organization is highly dependent on funding from these two granting agencies.

The Organization maintains its cash in bank deposit accounts, which at times, may exceed the insured limits of \$250,000 per financial institution. At September 30, 2021, the Organization had cash balances in excess of the FDIC insurance limits of \$750,394.

NOTE 9 CONDITIONAL GRANT RECEIVABLES

The Organization has conditional grant receivables totaling \$3,579,953 that management anticipates will be received in 2022. Payments are conditional upon the successful completion of contract stipulations. Since these receivables are conditional upon future events, they are not recognized as revenue at September 30, 2021.

MIDWEST ASSISTANCE PROGRAM, INC.
NOTES TO FINANCIAL STATEMENTS
SEPTEMBER 30, 2021 AND 2020

NOTE 10 CONTINGENCIES

Federal and State Grant Awards

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

**MIDWEST ASSISTANCE PROGRAM, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
SEPTEMBER 30, 2021**

Federal Grantor/Pass through Grantor/ Program or Cluster Title	Pass Through Organization	Assistance Listing Number (ALN)	Pass Through Entity Number	Program Period	Grant Award Amount	Federal Expenditures
Department of Agriculture						
Technical Assistance and Training Grants	Rural Community Assistance Partnership	10.761	C24001G165256	9/1/19-11/30/20	\$ 1,311,000	\$ 64,480
Technical Assistance and Training Grants	Rural Community Assistance Partnership	10.761	C24001G167453	9/1/20-8/31/21	1,185,933	1,185,933
Technical Assistance and Training Grants	Rural Community Assistance Partnership	10.761	C24001G167456	9/1/20-8/31/21	71,000	69,412
Technical Assistance and Training Grants	Rural Community Assistance Partnership	10.761	C24001G172048	9/1/21-8/31/22	1,306,319	89,260
Technical Assistance and Training Grants	Rural Community Assistance Partnership	10.761	C24001G172042	9/1/21-8/31/22	84,000	3,396
Subtotal ALN 10.761 Technical Assistance and Training Grants					<u>3,958,252</u>	<u>1,412,481</u>
Technical Assistance and Training Grants	Rural Community Assistance Partnership	10.762	C24001G168560	10/1/20-9/30/21	149,000	149,000
Subtotal ALN 10.762 Technical Assistance and Training Grants					<u>149,000</u>	<u>149,000</u>
Rural Development Cooperative Agreement Program	Rural Community Assistance Partnership	10.890	23-7367533	9/30/2018-9/30/2021	40,000	6,606
Rural Development Cooperative Agreement Program	Rural Community Assistance Partnership	10.890	12RDRH2000002	10/1/2020-3/31/2022	60,000	6,020
Rural Development Cooperative Agreement Program	Rural Community Assistance Partnership	10.890	RHS-21CF-001	10/1/2020-4/30/2022	70,000	9,089
Subtotal ALN 10.890 Rural Development Cooperative Agreement Program					<u>170,000</u>	<u>21,715</u>
Total Department of Agriculture					<u>4,277,252</u>	<u>1,583,196</u>
Environmental Protection Agency						
Surveys, Studies, Investigations, Demonstration, and Training Grants (Training and Technical Assistance)	Rural Community Assistance Partnership	66.424	X6-83938701-0	10/1/2018-9/30/2021	906,625	402,685
Surveys, Studies, Investigations, Demonstration, and Training Grants (Training and Technical Assistance)	Rural Community Assistance Partnership	66.424	X6-84003001-0	10/1/2020-3/31/2022	729,850	137,831
Surveys, Studies, Investigations, Demonstration, and Training Grants (Training and Technical Assistance)	Rural Community Assistance Partnership	66.424	X6-84003001-0	10/1/2020-3/31/2022	290,000	94,107
Subtotal ALN 66.424 Surveys, Studies, Investigations, Demonstration, and Training Grants					<u>1,926,475</u>	<u>634,623</u>

MIDWEST ASSISTANCE PROGRAM, INC.
SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS (CONTINUED)
SEPTEMBER 30, 2021

Federal Grantor/Pass through Grantor/ Program or Cluster Title	Pass Through Organization	Assistance Listing Number (ALN)	Pass Through Entity Number	Program Period	Grant Award Amount	Federal Expenditures
Environmental Protection Agency (Continued)						
Surveys, Studies, Investigations, Demonstration, and Training Grants and Cooperative Agreements (Training and Technical Assistance)	Rural Community Assistance Partnership	66.436	X7-83938501-0	10/1/2018-9/30/2021	\$ 283,400	\$ 80,954
Surveys, Studies, Investigations, Demonstration, and Training Grants and Cooperative Agreements (Training and Technical Assistance)	Rural Community Assistance Partnership	66.436	X7-83938801-0	10/1/2018-9/30/2021	280,000	104,355
Surveys, Studies, Investigations, Demonstration, and Training Grants and Cooperative Agreements (Training and Technical Assistance)	Rural Community Assistance Partnership	66.436	X7-84000101	10/1/2020-3/31/2022	132,000	68,532
Surveys, Studies, Investigations, Demonstration, and Training Grants and Cooperative Agreements (Training and Technical Assistance)	Rural Community Assistance Partnership	66.436	X7-884007801	10/1/2020-3/31/2022	144,000	83,561
Subtotal ALN 66.436 Surveys, Studies, Investigations, Demonstration, and Training Grants and Cooperative Agreements					<u>839,400</u>	<u>337,402</u>
Capitalization Grants for Drinking Water State Revolving Funds	North Dakota Department of Health	66.468	DWSRF 21.001	1/8/2021-12/31/2021	67,500	20,974
Capitalization Grants for Drinking Water State Revolving Funds	North Dakota Department of Health	66.468	DWSRF 19.001	1/1/2020-12/31/2020	67,700	10,746
Capitalization Grants for Drinking Water State Revolving Funds	South Dakota Department of Environment & Natural Resources	66.468	2018-41	1/4/18-1/31/2024	250,000	61,036
Subtotal ALN 66.468 Capitalization Grants for Drinking Water State Revolving Funds					<u>385,200</u>	<u>92,756</u>
Total Environmental Protection Agency					<u>3,151,075</u>	<u>1,064,781</u>
Department of Health and Human Services Direct Programs						
Community Services Block Grant-Discretionary Awards	Direct Award	93.570	90EF0090-01-00	9/30/2020-9/29/2021	1,148,059	1,148,059
Community Services Block Grant-Discretionary Awards	Direct Award	93.570	90EF0090-02-00	9/30/2021-9/29/2022	1,181,975	36
Total ALN 93.570 Department of Health and Human Services Direct Programs					<u>2,330,034</u>	<u>1,148,095</u>
Total Expenditures of Federal Awards					<u>\$ 9,758,361</u>	<u>\$ 3,796,072</u>

MIDWEST ASSISTANCE PROGRAM, INC.
NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS
SEPTEMBER 30, 2021 AND 2020

NOTE 1 BASIS OF PRESENTATION

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of Midwest Assistance Program, Inc. (the Organization) under programs of the federal government for the year ended September 30, 2021. The information in this Schedule is presented in accordance with the requirements of 2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of Midwest Assistance Program, Inc., it is not intended to and does not present the financial position, changes in net assets, or cash flows of Midwest Assistance Program, Inc.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

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

NOTE 3 SUBRECIPIENTS

The purpose of the schedule of expenditures of federal awards is to present a summary of the Organization's federal grant activity. The Organization did not provide any federal awards to subrecipients for the year ended September 30, 2021.



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

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

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of Midwest Assistance Program, Inc., which comprise the statement of financial position as of September 30, 2021, and the related statements of activities and changes in net assets, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements, and have issued our report thereon dated February 14, 2022.

Internal Control Over Financial Reporting

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

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

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

Board of Directors
Midwest Assistance Program, Inc.

Compliance and Other Matters

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

Purpose of this Report

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



CliftonLarsonAllen LLP

St. Joseph, Missouri
February 14, 2022



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

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

Report on Compliance for Each Major Federal Program

We have audited Midwest Assistance Program, Inc.'s compliance with the types of compliance requirements described in the *OMB Compliance Supplement* that could have a direct and material effect on each of Midwest Assistance Program, Inc.'s major federal programs for the year ended September 30, 2021. Midwest Assistance Program, Inc.'s major federal programs are identified in the summary of auditors' results section of the accompanying schedule of findings and questioned costs.

Management's Responsibility

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

Auditors' Responsibility

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

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

Opinion on Each Major Federal Programs

In our opinion, Midwest Assistance Program, Inc. complied, in all material respects, with the types of compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended September 30, 2021.

Report on Internal Control Over Compliance

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

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

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

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



CliftonLarsonAllen LLP

St. Joseph, Missouri
February 14, 2022

**MIDWEST ASSISTANCE PROGRAM, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS
YEAR ENDED SEPTEMBER 30, 2021**

Section I – Summary of Auditors’ Results

Financial Statements

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

Federal Awards

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

Identification of Major Federal Programs

Assistance Listing Number(s)	Name of Federal Program or Cluster
93.570	Community Services Block Grant – Discretionary Award
Dollar threshold used to distinguish between Type A and Type B programs:	\$ <u>750,000</u>
Auditee qualified as low-risk auditee?	_____ x _____ yes _____ no

**MIDWEST ASSISTANCE PROGRAM, INC.
SCHEDULE OF FINDINGS AND QUESTIONED COSTS (CONTINUED)
YEAR ENDED SEPTEMBER 30, 2021**

Section II – Financial Statement Findings

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

Section III – Findings and Questioned Costs – Major Federal Programs

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

Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor. CLA is an independent member of Nexia International, a leading, global network of independent accounting and consulting firms. See nexia.com/member-firm-disclaimer for details. CliftonLarsonAllen LLP





NODAWAY VALLEY BANK

May 19th, 2022

RE: Midwest Assist Program INC

To Whom It May Concern:

We confirm that Midwest Assist Program INC has maintained a current account with Nodaway Valley Bank with our office for 5 years since 7/18/2016.

This is to certify that Midwest Assist Program INC, residing address 309 E Summit Dr, Maryville, MO 64468, has been of Nodaway Valley Bank since 7/18/2016. We confirm that accounts held by this client has been of proper conduct.

We give forgoing information without any responsibility on part of Nodaway Valley Bank.

Sincerely,

Mindy Briner

Customer Support Specialist

Nodaway Valley Bank

Direct Inquiries to:

MEMBER F.D.I.C.

Toll Free: 877-217-4682

P.O. Box 700
Maryville, MO 64468
660-562-3232

Mound City, MO
660-442-3131

Savannah, MO
816-324-3158

P.O. Box 7315
St. Joseph, MO 64507
816-364-5678

www.nvb.com



MAP Inc.

Employee Handbook Drug Free Workplace Information - Extracted

Midwest Assistance Program, Inc.
309 E Summit Drive
Maryville, MO 64468

660.562.2575
Fax: 660.562.2579
www.map-inc.org

May 2022
(Revised)

EEO

financial statements, business paper and computer files, client or employee lists, and any other information pertaining to the business of MAP or any of its clients, consultants, licensees, or affiliates acquired during their employment, unless it is determined to be necessary in the ordinary course of performing their duties as an employee of MAP.

If in doubt as to whether any program, material or other information is confidential, employees must ask their supervisor prior to such disclosure. Failure to comply may result in corrective action up to and including termination of employment.

Upon termination of employment, employees will be required to return all materials and information and any copies of such materials to their supervisor.

Internal Relationships

MAP recognizes that involvement in a romantic relationship may compromise or create a perception that compromises a member of management's ability to perform his/her job. This includes the internal relationships between members of MAP's management and their subordinates. Any involvement of a romantic nature between an officer, director, manager, or supervisor of the organization and anyone he/she either directly or indirectly supervises is strongly discouraged. This also includes relationships between employees and any MAP external customers, clients, suppliers, vendors, or individuals who work for other organizations with whom we partner.

Should such a relationship develop, it must be disclosed as follows: The highest member of management directly involved in an internal relationship must disclose it to his/her supervisor or the Human Resources Coordinator. The employee directly involved in an external relationship must disclose to his/her supervisor or the Human Resources Coordinator. An assessment of the situation and recommendation to resolve any actual or potential conflict of interest or impropriety created by the relationship will be made. The recommendation may require a transfer to another position. Failure to make the disclosure or comply with a recommendation to resolve any conflict with this policy can result in corrective action up to and including termination of employment.

Drug & Alcohol/Substance Abuse and Illegal Drug Use

MAP is committed to providing a safe, comfortable and productive work environment for its employees. We recognize that employees who abuse drugs or alcohol at work or who appear at work under the influence of alcohol or illegal drugs harm both themselves and the work environment. As a result, we prohibit employees from doing the following:

- Appearing at work under the influence of alcohol or illegal drugs.
- Conducting MAP business while under the influence of alcohol or illegal drugs (whether or not the employee is actually on work premises at the time).
- Using alcohol or illegal drugs on the worksite.
- Possessing, buying, selling, or distributing alcohol or illegal drugs on the worksite and possessing, buying, selling, or distributing alcohol or illegal drugs

while conducting MAP business (whether or not the employee is actually on work premises at the time).

MAP will adhere to federal law concerning illegal drug use regardless of any current state law permitting the use of the drug. Illegal drug use includes more than just outlawed drugs, such as marijuana, cocaine, or heroin. It also includes the misuse of otherwise legal prescription and over-the-counter drugs. This policy covers times when employees are on-call but are not working and times when employees are driving MAP vehicles or using MAP equipment. Employees who violate this policy may face disciplinary action up to and including termination.

As part of our efforts to keep this workplace safe and free of illegal drug use, we conduct random and intermittent drug tests in accordance of federal procurement guidelines. In addition, we may ask any employee regardless of job responsibility to submit to a drug test in the following circumstances:

- When we reasonably suspect that the employee is under the influence of alcohol or illegal drugs.
- When we suspect that the employee has been involved in the sale, purchase, use, or distribution of alcohol or illegal drugs on the work site or while performing job duties.
- When the employee has been involved in a workplace accident or incident.
- When an employee has been involved in an accident or incident off-site but while on MAP business.
- When the employee has violated a safety rule.

Employees who violate this policy will be subject to corrective action up to and including termination of employment.

Inclement Weather or Travel Issues

If weather conditions or traffic conditions make it impossible for an employee on travel status to get to a location where they are to be working or if they will be arriving late or need to leave early, employees must contact their supervisor and all affected parties as soon as possible in order to make alternative arrangements. Field staff must advise their supervisor if inclement weather conditions or traffic conditions are making it impossible to get to their office or a scheduled appointment.

The closing of the MAP Central Office due to inclement weather conditions is at the ED's discretion. If this occurs, employees assigned to work at that office will be notified of the closing in accordance with established procedures and have the option of working from their homes.

Employee Dress Code

Employees are expected to dress appropriate to the work they do on any given day. Employees are to present a professional business image and attitude working with clients and when representing MAP to the public.

STATE OF NEBRASKA

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

Secretary of State
State Capitol
Lincoln, Nebraska

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

MIDWEST ASSISTANCE PROGRAM, INC.

**incorporated on January 8, 1979 and is duly incorporated under the law of
Nebraska;**

**that all fees, taxes, and penalties owed to Nebraska wherein payment is
reflected in the records of the Secretary of State and to which nonpayment
affects the good standing of the corporation have been paid;**

**that its most recent biennial report required by section 21-19,172 has been
delivered to the Secretary of State;**

that Articles of Dissolution have not been filed.

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

In Testimony Whereof,



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

May 12, 2022

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

Secretary of State

**ATTACHMENT I – MAP PROOF OF INSURANCE
to
MAP, INC. RFP BOARD/OWNERS TRAINING/WORSHOPS
for
NE SOLICITATION 6691 Z1**

MAP Proof of Insurance follows.

