

**State of Nebraska Department of Natural Resources
REQUEST FOR PROPOSAL FOR SERVICES CONTRACT**

SOLICITATION NUMBER	RELEASE DATE
CTP2401	October 21, 2024
OPENING DATE AND TIME	PROCUREMENT CONTACT
December 6, 2024, 2:00 p.m. Central Time	Michele York

**PLEASE READ CAREFULLY!
SCOPE OF SERVICE**

The State of Nebraska (State), Department of Natural Resources, is issuing this solicitation for a service contract for the purpose of selecting a qualified bidder to provide 2-Dimensional (2D) Base Level Engineering (BLE) for the Cheyenne, White, and Niobrara (Phase 1) HUC 6 Watersheds. A more detailed description can be found in Section V. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar services from other sources now or in the future.

The term of the contract will be from the date of the contract award through June 30, 2028, commencing upon execution of the contract by the State and the Vendor (Parties). The Contract includes the option to renew for two (2) additional one (1) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

In the event that a contract with the awarded bidder(s) is cancelled or in the event that the State needs additional Vendors to supply the solicited services, this solicitation may be used to procure the solicited services for up to eighteen (18) months from the date the Intent to Award is posted, provided that 1) the solicited goods or services will be provided by a bidder (or a successive owner) who submitted a response pursuant to this solicitation, 2) the bidder's solicitation response was evaluated, and 3) the bidder will honor the bidder's original solicitation response, including the proposed cost, allowing for any price increases that would have otherwise been allowed if the bidder would have received the initial award.

ALL INFORMATION PERTINENT TO THIS SOLICITATION CAN BE FOUND ON THE INTERNET AT:
<https://das.nebraska.gov/materiel/bidopps.html>.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the Solicitation, and the awarded solicitation response will be posted to a public website managed by DAS, which can be found at <http://statecontracts.nebraska.gov> and https://www.nebraska.gov/das/materiel/purchasing/contract_search/index.php.

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

These postings will include the entire solicitation response. Bidder must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate file named conspicuously as "PROPRIETARY INFORMATION". The bidder should submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992). **THE BIDDER MAY NOT ASSERT THAT THE ENTIRE SOLICITATION IS PROPRIETARY. COST SHEETS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA.** The State will determine, in its sole discretion, if the disclosure of the information designated by the Bidder as proprietary would 1) give advantage to business competitors and 2) serve no public purpose. The Bidder will be notified of the State's decision. Absent a determination by the State that the information may be withheld pursuant to Neb. Rev. Stat. § 84-712.05, the State will consider all information a public record subject to disclosure.

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

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

Any entity awarded a contract or submitting a solicitation response agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or solicitation response, awards, and other documents.

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GLOSSARY OF TERMS

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

Addendum: A written correction or alteration to a document during the solicitation process (e.g., Questions and Answers, Revised Schedule of Events, Addendum to Contract Award)

Agency: All officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations

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

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

Amendment: A written correction or alteration to a document

Appropriation: Legislative authorization to expend public funds for a specific purpose; money set apart for a specific use

Automated Clearing House (ACH): Electronic network for financial transactions in the United States

Award: All purchases, leases, or contracts which are based on competitive solicitations will be awarded according to the provisions in the solicitation

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

Bid: See Solicitation Response

Bid Opening: The process of opening correctly submitted solicitation responses at the time and place specified in the written solicitation and in the presence of any bidder who wishes to attend

Bidder: A Vendor who submits a solicitation response

Breach: Violation of a contractual obligation by failing to perform or repudiation of one's own promise

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

Business Day: Any weekday, except State-recognized holidays

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

Cancellation: To call off or revoke a solicitation, purchase order, or contract without expectation of conducting or performing at a later time

Catalog/Non-Core: A printed or electronic list of products a Vendor may provide at a discounted rate or discount off list price to the State. Initial contract award(s) is not based on catalog/non-core items

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

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

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

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

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

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

Confidential Information: See Proprietary Information

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

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

Contract Award: Document that officially awards a contract to a bidder(s) as the result of a competitive solicitation or a vendor(s) in a contract that qualifies for an exception or exemption from the competitive bidding requirements of the State Procurement Act.

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

Contract Period: The duration of the contract

Contractor: See Vendor

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

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

Cost Sheet: Commodities or Services specifically listed within the solicitation for evaluation

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

Customer Service: The process of ensuring customer satisfaction by providing assistance and advice on those commodities or services provided by a Vendor

Default: The omission or failure to perform a contractual duty

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

Evaluation: The process of examining a solicitation response after opening to determine the bidder's responsibility, responsiveness to requirements, and to ascertain other characteristics of the solicitation response that relate to determination of the successful award

Evaluation Committee: Individual(s) identified by the agency that leads the solicitation to evaluate solicitation responses

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

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

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

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

Goods: See Commodities

Installation Date: The date when the procedures described in "Installation by Vendor" and "Installation by State" as found in the solicitation or contract are completed

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

Late Solicitation Response: A solicitation response received after the Opening date and time

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

Mandatory: Required, compulsory, or obligatory

May: Discretionary, permitted; used to express possibility

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

Must: See Shall

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

Non-core: See Catalog

Non-Responsive Solicitation Response: Any solicitation response that does not comply with the requirements of the solicitation or cannot be evaluated against the other solicitation responses

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

Opening Date and Time: Specified date and time for the opening of received, labeled, and sealed formal solicitation responses

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

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

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

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

Personal Property: See Commodities

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

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

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

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

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

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

Proposal: See Solicitation Response

Proprietary Information: Trade secrets, academic and scientific research work that is in progress and unpublished or other information that if released would give advantage to business competitors and serve no public purpose. See Neb. Rev. Stat. § 84-712.05(3). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information

Protest/Grievance:

A complaint about a governmental action or decision related to the solicitation or resultant contract under SPB's Protest Policy

Quote: See Solicitation Response

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

Release Date: The date of public release of the solicitation

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

Request for Proposal (RFP): See Solicitation

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

Responsive Bidder: A Vendor who has submitted a solicitation response which conforms to all requirements of the solicitation

Shall: An order/command; mandatory

Should: Expected; suggested, but not necessarily mandatory

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

Solicitation: A formal invitation to receive quotes in the form of a Request for Proposal or Invitation to Bid

Solicitation Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Vendor will not withdraw the solicitation response

Solicitation Conference: A meeting scheduled for the purpose of clarifying a written solicitation and related expectations

Solicitation Response: An offer, quote, bid, or proposal submitted by a Vendor in response to a Solicitation

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

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

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

Termination:

Occurs when either Party, under a power created by agreement or law, puts an end to the contract prior to the stated expiration date; all obligations that are still executory on both sides are discharged but any right based on prior breach or performance survives

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

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

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

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

Vendor: An individual or entity lawfully conducting business with the State, or licensed to do so, who seeks to provide and contract for goods or services under the terms of a Solicitation and/or Contract

Will: See Shall

Work Day: See Business Day

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ACRONYM LIST

2D – Two-Dimensional

ARO – After Receipt of Order

ACH – Automated Clearing House

BAFO – Best and Final Offer

BLE – Base Level Engineering

COI – Certificate of Insurance

CPU – Central Processing Unit

CTP – Cooperating Technical Partners

DAS – Department of Administrative Services

FEMA – Federal Emergency Management Agency

FIRM – Flood Insurance Rate Map

F.O.B. – Free on Board

FRP – Flood Risk Product

ICT – Information and Communication Technology

ITB – Invitation to Bid

MIP - Mapping Information Platform

NeDNR – Nebraska Department of Natural Resources

NIGP – National Institute for Governmental Purchasing

PA – Participating Addendum

PTS - Production and Technical Services

QA – Quality Assurance

QC – Quality Control

QR - Quality Review

RFP – Request for Proposal

SPB – State Purchasing Bureau

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

This solicitation is designed to solicit responses from qualified bidders who will be responsible for providing 2D BLE for the Cheyenne, White, and Niobrara (Phase 1) HUC 6 Watersheds at a competitive and reasonable cost.

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

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this solicitation reside with the Nebraska Department of Natural Resources (NeDNR). The point of contact (POC) for the procurement is as follows:

RFP Number: CTP2401
Name: Michele York
Agency: Department of Natural Resources
Address: 245 Fallbrook Boulevard, Suite 201
Lincoln, NE 68521
Telephone: 402-471-1214
E-Mail: michele.york@nebraska.gov

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

The following exceptions to these restrictions are permitted:

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

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

C. SCHEDULE OF EVENTS

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

NOTE: All ShareFile links in the Schedule of Events below, are unique links for each schedule step. Please click the correct link for the upload step you are requesting.

Schedule of Events		
ACTIVITY		DATE/TIME
1.	Release RFP	October 21, 2024
2.	Last day to submit written questions. ShareFile link for uploading questions: https://nebraskastategov.sharefile.com/r-rfb0b7db007414471891c1aca7c44b125	November 1, 2024
3.	State responds to written questions through solicitation "Addendum" to be posted to the Internet at: http://das.nebraska.gov/materiel/bidopps.html	November 8, 2024
4.	Electronic Solicitation Opening / Proposal Due Date – Online Via Zoom IT IS THE BIDDER'S RESPONSIBILITY TO UPLOAD ELECTRONIC FILES BY OPENING DATE AND TIME. EXCEPTIONS WILL NOT BE MADE FOR TECHNOLOGY ISSUES. ShareFile Electronic Solicitation Submission Link: https://nebraskastategov.sharefile.com/r-rfb0b7db007414471891c1aca7c44b125 Join Zoom Meeting https://us02web.zoom.us/j/83591683804?pwd=hwJgeL8QOFWi7riYFzSMa9VasjCQwW.1 Meeting ID: 835 9168 3804 Passcode: 328837 --- One tap mobile +13462487799,,83591683804#,,,,*328837#	December 6, 2024 2:00 PM Central Time
5.	Review for conformance to solicitation requirements	December 9, 2024 – December 13, 2024
6.	Evaluation period	December 9, 2024 – December 13, 2024
7.	Post "Notification of Intent to Award" to Internet at: https://das.nebraska.gov/materiel/bidopps.html	December 16, 2024
8.	Contract finalization period	December 16, 2024 – January 17, 2025
9.	Contract award	January 21, 2025
10.	Vendor start date	March 1, 2025

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any solicitation provision must be submitted in writing to the Nebraska Department of Natural Resources and clearly marked "Solicitation Number CTP2401; 2D BLE: Cheyenne, White, and Niobrara (Phase 1) Watersheds Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should submit questions for any items upon which assumptions may be made when preparing a response to the solicitation. Any solicitation response containing assumptions may be deemed non-responsive and may be rejected by the State. Solicitation responses will be evaluated without consideration of any known or unknown assumptions of a bidder. The contract will not incorporate any known or unknown assumptions of a bidder.

Questions should be uploaded using the ShareFile link provided in the solicitation Schedule of Events, Section I.C. It is recommended that bidders submit questions using the following format:

RFP Section Reference	RFP Page Number	Question

Written answers will be posted at <https://das.nebraska.gov/materiel/bidopps.html> per the Schedule of Events.

E. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Nonnegotiable)

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

<https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf> This should be accomplished prior to execution of the contract.

F. ETHICS IN PUBLIC CONTRACTING

The State reserves the right to reject solicitation responses, withdraw an intent to award or award, or terminate a contract if an ethical violation has been committed, which includes, but is not limited to:

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

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

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

G. DEVIATIONS FROM THE SOLICITATION

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

H. SUBMISSION OF SOLICITATION RESPONSES

The State is only accepting electronic responses submitted in accordance with this solicitation. The State will not accept solicitation responses by mail, email, voice, or telephone, unless otherwise explicitly stated in writing by the State.

Pages may be consecutively numbered for the entire solicitation response or may be numbered consecutively within sections. Figures and tables should be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

The Technical Responses should not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical Response so that the bidder's understanding of the scope of work may be evaluated. The Technical Response shall disclose the bidder's technical requirements in as much detail as possible, including, but not limited to, the information required by the Technical Response instructions.

It is the bidder's responsibility to ensure the solicitation response is received electronically by the date and time indicated in the Schedule of Events. Solicitation Responses must be submitted via ShareFile by the date and time of the opening per the Schedule of Events. No late solicitation responses will be accepted.

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. The website can be found here: <https://das.nebraska.gov/materiel/bidopps.html>.

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

The ShareFile link for uploading Solicitation Response(s) is provided in the Schedule of Events, Section I.C.

*****UNLESS OTHERWISE NOTED, DO NOT SUBMIT DOCUMENTS
THAT CAN ONLY BE ACCESSED WITH A PASSWORD*****

1. Bidders must submit responses via ShareFile using the solicitation submission link.

Note: Not all browsers are compatible with ShareFile. Currently Chrome, Internet Explorer and Firefox are compatible. After the bidder clicks the solicitation response submission link, the bidder will be prompted to enter contact information including an e-mail address. By entering an e-mail address, the bidder should receive a confirmation email confirming the successful upload directly from ShareFile.

ShareFile link for uploading solicitation response(s) provided in the Schedule of Events, Section I.C.

- a. The Solicitation response and Proprietary information should be uploaded as separate and distinct files.
 - i. If duplicated responses are submitted, the State will retain only the most recently submitted response.
 - ii. If it is the bidder's intent to submit multiple responses, the bidder must clearly identify the separate submissions.
 - iii. It is the bidder's responsibility to allow time for electronic uploading. All file uploads must be completed by the Opening date and time per the Schedule of Events. No late responses will be accepted.

- b. **ELECTRONIC SOLICITATION RESPONSE FILE NAMES**
The bidder should clearly identify the uploaded solicitation response files. To assist in identification the bidder should use the following naming convention:
 - i. CTP2401, Company Name
If multiple files are submitted for one solicitation response, add number of files to file names:
CTP2401 Company Name File 1 of 2.
CTP2401 Company Name File 2 of 2.
 - ii. If multiple responses are submitted for the same solicitation, add the response number to the file names:
CTP2401 Company Name Response 1 File 1 of 2.

The "Contractual Agreement Form" must be signed manually in ink or by DocuSign and returned by the opening date and time along with the bidder's solicitation response and any other requirements as stated in this solicitation in order for the bidder's solicitation response to be evaluated.

By signing this Contractual Agreement Form, the bidder guarantees compliance with the provisions stated in this solicitation and agrees to the terms and conditions unless otherwise indicated in writing.

I. SOLICITATION PREPARATION COSTS

The State shall not incur any liability for any costs incurred by bidder's in replying to this solicitation, including any activity related to bidding on this solicitation.

J. FAILURE TO COMPLY WITH SOLICITATION

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

1. Rejection of a bidder's solicitation response,
2. Withdrawal of the Intent to Award,
3. Withdrawal of the Award,
4. Negative documentation regarding Vendor Performance,
5. Termination of the resulting contract,
6. Legal action; and
7. Suspension or Debarment of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation. Such period to be within the sole discretion of the State.

K. SOLICITATION RESPONSE CORRECTIONS

A bidder may correct a mistake in an electronically submitted solicitation response prior to the time of opening by uploading a revised and completed solicitation response.

1. If a corrected electronic solicitation response is submitted, the file name(s) date/time stamped with latest date/time stamp will be accepted. The corrected solicitation response file name(s) should be identified as:
 - a. Corrected CTP2401 Company Name Response #1 File 1 of 2,
 - b. Corrected CTP2401 Company Name Response #2 File 2 of 2, etc.

Changing a solicitation response after opening may be permitted if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

L. LATE SOLICITATION RESPONSES

Solicitation Responses received after the time and date of the opening will be considered late responses. Late responses will be considered non-responsive. The State is not responsible for responses that are late or lost regardless of cause or fault.

M. BID OPENING

The opening will consist of opening solicitation responses and announcing the names of bidders. Responses **WILL NOT** be available for viewing by those present at the opening. Responses will be posted to the State Purchasing Bureau website once an Intent to Award has been posted to the website. Once responses are opened, they become the property of the State of Nebraska and will not be returned.

N. SOLICITATION REQUIREMENTS

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

1. Original Contractual Agreement Form signed manually in ink or by DocuSign;
2. Clarity and responsiveness;
3. Completed Corporate Overview;
4. Completed Sections II thru VI;
5. Completed Technical Response;
6. Completed Project Schedule; and
7. Completed Cost Sheet.

O. EVALUATION COMMITTEE

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

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

P. EVALUATION OF SOLICITATION RESPONSES

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

1. Corporate Overview may include, but is not limited to:
 - a. the ability, capacity, and skill of the bidder to deliver and implement the system or project that meets the requirements of the Solicitation;
 - b. the character, integrity, reputation, judgment, experience, and efficiency of the bidder;
 - c. whether the bidder can perform the contract within the specified time frame;
 - d. the bidder's historical or current performance; and
 - e. such other information that may be secured and that has a bearing on the decision to award the contract.

In evaluating the corporate overview, the State may consider, past experiences with the vendor, references, the State's record of the vendor which may include, but is not limited to Vendor Compliance Request, Contract Non-Compliance Notice, vendor performance reports, and any information related to the vendor's historical or current character, integrity, reputation, capability, or performance with the State or a third-party.

1. Technical Response;
2. Project Schedule; and,
3. Cost Sheet.

Neb. Rev. Stat. § 73-808 allows the State to consider a variety of factors, including, but not limited to, the quality of performance of previous contracts to be considered when evaluating responses to competitive solicitations in determining a responsible bidder. Information obtained from any Contract Compliance Request or any Contract Non-Compliance Notice (See Terms & Conditions, Section H) may be used in evaluating responses to solicitations for goods and services to determine the best value for the State.

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

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

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

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

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

Q. BEST AND FINAL OFFER

Each bidder should provide its best offer with their original solicitation response and should not expect the State to request a best and final offer (BAFO).

The State reserves the right to conduct more than one BAFO. If requested by the State, the BAFO must be submitted on the BAFO Cost Sheet and in accordance with the State's instructions. Failure to submit a requested BAFO or failure to submit a BAFO in accordance with the State's instructions may result in rejection of the bidder's entire solicitation response. BAFOs may be scored and ranked by the Evaluation Committee.

R. REFERENCE AND CREDIT CHECKS

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

S. AWARD

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

1. Amend the solicitation;
2. Extend the date and time of a solicitation;
3. Waive deviations or errors in the State's solicitation process and in bidder responses that are not material, do not compromise the solicitation process or a bidder's response, and do not improve a Vendor's competitive position;
4. Accept or reject a portion of or all of a solicitation response;
5. Accept or reject all responses;
6. Withdraw the solicitation;
7. Elect to re-release the solicitation;
8. Award single lines or multiple lines to one or more Vendors; or,
9. Award one or more all-inclusive contracts.

The State of Nebraska may consider, but is not limited to considering, one or more of the following award criteria:

1. Price,
2. Location,
3. Quality,
4. Delivery time,
5. Bidder qualifications and capabilities; and,
6. State contract management requirements and/or costs.

The solicitation does not commit the State to award a contract. Once intent to award decision has been determined, it will be posted to the Internet at: <https://das.nebraska.gov/materiel/bidopps.html>

Any protests must be filed by a bidder within ten (10) business days after the intent to award decision is posted to the Internet. Grievance and protest procedure is available on the Internet at: https://das.nebraska.gov/materiel/docs/NE_DAS_Materiel_Purchasing_Agency-SPB_Policy_23_07_Protest_Policy.pdf

T. LUMP SUM OR "ALL OR NONE" SOLICITATION RESPONSES

The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Bidders may submit a response on an "all or none" or "lump sum" basis but should also submit a response on an item-by-item basis. The term "all or none" means a conditional response which requires the purchase of all items on which responses are offered and bidder declines to accept award on individual items; a "lump sum" response is one in which the bidder offers a lower price than the sum of the individual responses if all items are purchased but agrees to deliver individual items at the prices quoted.

"LUMP SUM" OR "ALL OR NONE" RESPONSES SHOULD BE CLEARLY IDENTIFIED ON THE FIRST PAGE OF THE SOLICITATION AND COST SHEET (IF APPLICABLE)

U. REJECTION OF SOLICITATION RESPONSES

The State reserves the right to reject any or all responses, wholly or in part, in the best interest of the State.

V. PRICES & COST CLARIFICATION

Discount and Price provisions are discussed in Sections III.F and III.G. The State reserves the right to review all aspects of cost for reasonableness and realism as those terms are defined in (Neb. Rev. Stat. § 73-810 (1) (a) and (b) The State may request clarification of any solicitation where the cost component indicates a significant and unsupported deviation from industry standards or in areas where detailed pricing is required. Under Neb. Rev. Stat. § 73-810 (2), the State may reject a bid if the price is not reasonable or realistic.

W. VENDOR DEMONSTRATIONS

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

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

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

II. TERMS AND CONDITIONS

Bidder should read the Terms and Conditions within this section and must initial either “Accept All Terms and Conditions Within Section as Written” or “Exceptions Taken to Terms and Conditions Within Section as Written” in the table below. If the bidder takes any exceptions, they must provide the following within the “Exceptions” field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

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

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

Accept All Terms and Conditions Within Section as Written (Initial)	Exceptions Taken to Terms and Conditions Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)

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

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

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

A. GENERAL

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

These documents constitute the entirety of the contract.

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

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

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

B. NOTIFICATION

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

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

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

C. BUYER'S REPRESENTATIVE

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

D. GOVERNING LAW (Nonnegotiable)

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

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

E. BEGINNING OF WORK & SUSPENSION OF SERVICES

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

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

F. AMENDMENT

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

G. CHANGE ORDERS OR SUBSTITUTIONS

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

The Vendor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Vendor shall be determined in

accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Vendor's solicitation response, were foreseeable, or result from difficulties with or failure of the Vendor's solicitation response or performance.

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

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

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

H. RECORD OF VENDOR PERFORMANCE

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

I. NOTICE OF POTENTIAL VENDOR BREACH

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

J. BREACH

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

The State's failure to make payment shall not be a breach, and the Vendor shall retain all available statutory remedies. (See Indemnity - Self-Insurance and Payment)

K. NON-WAIVER OF BREACH

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

L. SEVERABILITY

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

M. INDEMNIFICATION

1. GENERAL

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

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

2. INTELLECTUAL PROPERTY

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

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

3. PERSONNEL

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

4. SELF-INSURANCE

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

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

N. ATTORNEY'S FEES

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

O. ASSIGNMENT, SALE, OR MERGER

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

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

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

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

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

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

Q. FORCE MAJEURE

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

R. CONFIDENTIALITY

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

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

S. EARLY TERMINATION

The contract may be terminated as follows:

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

T. CONTRACT CLOSEOUT

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

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

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

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

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

U. PROHIBITED PRODUCTS

The State will not accept Gray Market Products for this solicitation. Gray Market is defined as the trade of a commodity through distribution channels which, while legal, are unofficial, unauthorized, or unintended by the original manufacturer. Gray Market items are not designed to be sold in a particular market and cannot be supported by the authorized importer because of various reasons.

The State will not accept any products made by a company owned by the Chinese Communist Party. Furthermore, pursuant to Executive Order No. 23-05, the State will not accept any communications equipment or services developed by organizations on the Federal Communications Commission's Covered List.

The State will not accept goods from countries or persons identified on the Office of Foreign Assets Control Sanctions List.

V. AMERICANS WITH DISABILITIES ACT

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

III. VENDOR DUTIES

Bidder should read the Vendor Duties within this section and must initial either “Accept All Terms and Conditions Within Section as Written” or “Exceptions Taken to Vendor Duties Within Section as Written” in the table below. If the bidder takes any exceptions, they must provide the following within the “Exceptions” field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

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

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

Accept All Vendor Duties Within Section as Written (Initial)	Exceptions Taken to Vendor Duties Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)

A. INDEPENDENT VENDOR / OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

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

B. FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT CERTIFICATION (Nonnegotiable)

The Vendor certifies that it is not a scrutinized company as defined under the Foreign Adversary Contracting Prohibition Act, Neb. Rev. Stat. Sec. § 73-903 (5); that it will not subcontract with any scrutinized company for any aspect of performance of the contemplated contract; and that any products or services to be provided do not originate with a scrutinized company.

C. EMPLOYEE WORK ELIGIBILITY STATUS

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

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

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

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

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

E. COOPERATION WITH OTHER VENDORS

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

F. DISCOUNTS

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

G. PRICES

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

Prices submitted on the cost proposal form shall remain fixed through June 30, 2028. Any request for a price increase subsequent to June 30, 2028, shall not exceed ten percent (10 %) of the previous Contract period, and is subject to the availability of FEMA funds. Increases will be cumulative across the remaining periods of the contract. Requests for an increase must be submitted in writing to the Department of Natural Resources a minimum of 120 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

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

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

H. PERMITS, REGULATIONS, LAWS

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

I. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

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

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

J. INSURANCE REQUIREMENTS

The Vendor shall throughout the term of the contract maintain, at its own cost and expense, insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The insurance policies shall be underwritten by insurance companies with an A.M. Best Rating of at least "A-VIII", protecting the legal liabilities of the awarded bidder in coverage amounts recommended by the Nebraska Department of Administrative Services Risk Management Division. The Vendor shall not commence work on the contract until the insurance is in place. If Vendor subcontracts any portion of the Contract the Vendor must, throughout the term of the contract, either:

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

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

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

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

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

1. WORKERS' COMPENSATION INSURANCE

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

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

3. EVIDENCE OF COVERAGE

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

CTP2401

Nebraska Department of Natural Resources
 Attn: Michele York
 245 Fallbrook Boulevard, Suite 201
 Lincoln, NE 68521
 michele.york@nebraska.gov

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

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

4. DEVIATIONS

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

K. ANTITRUST

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

L. CONFLICT OF INTEREST

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

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

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

M. ADVERTISING

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

N. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Nonnegotiable)

1. The State of Nebraska is committed to ensuring that all information and communication technology (ICT), developed, leased, or owned by the State of Nebraska, affords equivalent access to employees, program participants and members of the public with disabilities, as it affords to employees, program participants and members of the public who are not persons with disabilities.
2. By entering into this Contract, Vendor understands and agrees that if the Vendor is providing a product or service that contains ICT, as defined in subsection 3 (below) and such ICT is intended to be directly interacted with by the user or is public facing, such ICT must provide equivalent access, or be modified during implementation to afford equivalent access, to employees, program participants, and members of the public who have and who do not have disabilities. The Vendor may comply with this section by complying with Section 508 of the Rehabilitation Act of 1973, as amended, and its implementing standards adopted and promulgated by the U.S. Access Board.
3. ICT means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Vendor hereby agrees ICT includes computers and peripheral equipment, information kiosks and transaction machines, telecommunications equipment, customer premises equipment, multifunction office machines, software, applications, web sites, videos, and electronic documents. For the purposes of these assurances, ICT does not include ICT that is used exclusively by a Vendor.

O. DISASTER RECOVERY/BACK UP PLAN

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

P. DRUG POLICY

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

Q. WARRANTY

Despite any clause to the contrary, the Vendor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Vendor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to the State, or if Vendor is unable to perform the services as warranted, Vendor shall reimburse the State all fees paid to Vendor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including,

without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

R. TIME IS OF THE ESSENCE

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

IV. PAYMENT

Bidder should read the Payment clauses within this section and must initial either “Accept All Terms and Conditions Within Section as Written” or “Exceptions Taken to Payment clauses Within Section as Written” in the table below. If the bidder takes any exceptions, they must provide the following within the “Exceptions” field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

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

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

Accept All Payment Clauses Within Section as Written (Initial)	Exceptions Taken to Payment Clauses Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)

A. PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)

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

B. TAXES (Nonnegotiable)

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

C. INVOICES

Invoices for payments must be submitted by the Vendor to the agency requesting the services with sufficient detail to support payment. Invoicing and progress reports shall be submitted to the Nebraska Department of Natural Resources on or before the 25th day of each month for the prior month’s work. Progress reports must include for each task: reporting period, work completed during the reporting period, work planned for the next period, information or action needed from the Nebraska Department of Natural Resources, project risk identification, impact, and solution strategy, and a project reporting table, which includes the following for each task: percent complete, actual start date, actual end date, baseline start date, baseline end date, budget, budget expended this period, budget expended to date, budget remaining. The progress report must be accompanied by an invoice that matches the amount expended for the reporting period of each task. Address to submit invoices will be provided up contract award.

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

D. INSPECTION AND APPROVAL

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

E. PAYMENT (Nonnegotiable)

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

F. LATE PAYMENT (Nonnegotiable)

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

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

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

H. RIGHT TO AUDIT (First Paragraph is Nonnegotiable)

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

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds two (2) percent (2%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Vendor, the Vendor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Vendor agrees to correct any material weaknesses or condition found as a result of the audit.

V. PROJECT DESCRIPTION AND SCOPE OF WORK

A. PROJECT OVERVIEW

The Nebraska Department of Natural Resources (NeDNR) is requesting proposal responses from qualified bidders for the **2-Dimensional (2D) Base Level Engineering (BLE) for the Cheyenne, White, and Niobrara (Phase 1) HUC-6 Watersheds**. This project is funded through the Fiscal Year 2024 Cooperating Technical Partners (CTP) grant with the Federal Emergency Management Agency (FEMA). The project involves completing 2D BLE, including basic hydrologic analyses, hydraulic analyses, and floodplain mapping for all streams that drain one square mile or greater and compiling the 2D BLE Draft Flood Insurance Rate Map (DFIRM) Database for the Cheyenne, White, and Niobrara (Phase 1) HUC-6 watersheds within Nebraska.

The awarded bidder shall complete the work following FEMA guidance and standards while meeting the established schedule for the project deliverables. The established schedule must end before June 30, 2028, to meet the requirements of NeDNR's grant with FEMA.

B. INTRODUCTION

The NeDNR has a CTP Program agreement with FEMA dated August 16, 1999. As part of that agreement NeDNR receives grant funds to conduct Flood Risk studies for identified locations within the state. This project was funded under the Fiscal Year 2024 CTP grant. The scope includes completing 2D BLE, including hydrologic analyses, hydraulic analyses, and floodplain mapping for all streams that drain one square mile or greater and compiling the 2D BLE DFIRM Database for the Cheyenne, White, and Niobrara (Phase 1) HUC-6 watersheds within Nebraska.

C. AVAILABLE INFORMATION AND/OR IMPORTANT DOCUMENTS

NeDNR will provide the awarded bidder with the following information to be used to aid in producing the 2D BLE products:

1. Terrain Deliverables.
2. 2D BLE Base Map Deliverables (including Transportation Layer).
3. Profile Baselines.
4. NeDNR 2-Dimensional Base Level Engineering Guidance.
5. 2D model review checklist.
6. Manning's "n" layer.
7. Curve Number layer.
8. Dam analyses results.
9. Hydrologic database for the Cheyenne, White, and Niobrara (Phase 1) HUC 6 watersheds.

D. OBJECTIVE AND SCOPE

This project was obtained under the Fiscal Year 2024 CTP grant. The scope of work includes completing 2D BLE, including basic hydrologic analyses, hydraulic analyses, and floodplain mapping, for all streams that drain one square mile or greater and compiling the 2D BLE Draft FIRM Database for the Cheyenne, White, and Niobrara (Phase 1) HUC-6 watersheds.

The awarded bidder shall maintain an archive of all data submitted to NeDNR and FEMA. All supporting data must be retained for three (3) years from the date the grant recipient submits its final expenditure report to FEMA. NeDNR will notify the awarded bidder when the last expenditure has been submitted to FEMA. The awarded bidder and NeDNR must demonstrate, to FEMA, compliance with Subpart 24.1 of the Federal Acquisition Regulation (FAR) related to the handling of Personally Identifiable Information (PII) associated with the Activities listed in the RFP and future Contract. All submittals and supporting data shall be approved by NeDNR before being submitted to FEMA. The awarded bidder should establish a way for this data to be passed between NeDNR and the awarded bidder.

The awarded bidder is responsible for the implementation of a Quality Management Plan to include an independent QA/QC plan for all assigned activities. The awarded bidder will submit a Summary Report with each submittal that describes and provides the results of all automated or manual QA/QC review steps. The report should include the

process for all assigned activities. This plan must be submitted to NeDNR within seven (7) days of the contract being signed.

Independent QC review activities will be performed by NeDNR. The awarded bidder will be responsible for addressing any and all comments from the independent review, including re-submittal of deliverables, as needed, to pass technical or quality reviews. The awarded bidder shall allow for two review cycles, at a minimum, in the schedule for each major project task.

FEMA will also perform periodic audits and overall study/project management. This includes national QRs required per FEMA standards for all Flood Risk Products (FRPs). The awarded bidder must address all comments that result from national QRs and any other QRs the FEMA Regional Office requires. This includes the re-submittal of deliverables to pass technical or quality review. This is in addition to the Independent QC review by NeDNR.

Metadata is required for certain activities. The current version of the Data Capture Technical Reference (Dated November 2023 or later) must be used to provide a consistent framework for submittal, storage, and retrieval of the technical and administrative data used as part of this RFP.

FEMA will provide download/upload capability for data submittals through the Mapping Information Platform (MIP) located at <https://hazards.fema.gov>. As each activity is completed, the data must be submitted to the MIP.

The awarded bidder will respond to any comments generated as a result of the mandatory QC checks by the Production and Technical Services (PTS) contractor. The PTS QC process is nationally funded and required on each non-PTS study. In the event the PTS and awarded bidder are the same, the awarded bidder shall ensure all reviews are conducted by staff uninvolved with these projects.

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

E. PROJECT MANAGEMENT

NeDNR is required to report on all projects every thirty (30) days and enter project related information in the MIP. The awarded bidder will be required to report the percent completed and amount spent to date by the 25th day of each month for the prior month's work. Monthly reports must include an invoice for the work being reported for the prior month. The information required in the progress reports is detailed in Section IV. C. INVOICES. The awarded bidder is expected to maintain a Schedule Performance Index (SPI) and Cost Performance Index (CPI) of at least 0.92. Special Problem Reports (SPR) and/or Corrective Action Plans (CAP) explaining any variance must be submitted in a timely manner as required by FEMA or NeDNR.

To keep project tasks on schedule, maintain consistency with NeDNR's in-house mapping work, and answer questions as they arise, the Project Team shall meet virtually bi-weekly while major task work is occurring. Meetings shall be scheduled once the contract has been executed and can be modified as agreed upon by the Project Team.

F. GENERAL RECOMMENDATIONS

NeDNR has compiled a document of preferences and best practices for creating 2D BLE modeling in HEC-RAS. The document, "2-Dimensional Base Level Engineering Guidance," contains general recommendations for terrain and model setup and hydrologic, hydraulic, and floodplain mapping considerations. Please review the document, which will be provided after project kick-off, prior to commencing work. Any deviation from the NeDNR "2-Dimensional Base Level Engineering Guidance" document must be approved by NeDNR prior to the awarded bidder proceeding.

An initial breakdown of subbasins for the Cheyenne, White, and Niobrara (Phase 1) HUC-6 watersheds is provided in **Attachment A**.

G. HYDROLOGIC DATA DEVELOPMENT & REVIEW

1. Develop Hydrologic Data

The awarded bidder shall perform hydrologic analyses for the flooding source(s) identified in Table 1. Summary of Hydrologic Analyses. Hydrologic analysis activities include the determination of peak flood discharges, the use of rainfall-runoff models, regression equations, gage analysis, hydrograph development, and rain-on-grid methodology to support the level of detail required for the project. The awarded bidder shall calculate peak flood discharges and/or flood hydrographs for the 10%, 4%, 2%, 1%, "1% plus" and 0.2% annual chance events using the analysis method listed in Table 1. These flood discharges will be the basis for subsequent Hydraulic Analyses performed as part of this Contract. In addition, the awarded bidder will

be responsible for addressing any and all comments resulting from the independent QC, including resubmittal of deliverables as needed to pass technical review.

Table 1. Summary of Hydrologic Analyses

Flooding Source (HUC-8)	Method	Square Miles of New Hydrology
Hat	Rain-on-Grid	810
Angostura Reservoir	Rain-on-Grid	100
Upper White	Rain-on-Grid	899
Lower White	Rain-on-Grid	80
Niobrara Headwaters	Rain-on-Grid	1,481
Snake	Rain-on-Grid	861

NeDNR 2D BLE analyses are unsteady, rain-on-grid analyses. Other methodologies may be used, when justified, after discussion with and approval from NeDNR. Prior to finalizing the Hydrologic Analyses and submitting the data, the awarded bidder must meet with NeDNR to coordinate the review and concurrence of the study.

“**2-Dimensional Base Level Engineering Guidance**”, will be provided for specific guidance regarding hydrologic considerations, including:

- Rain-on-Grid Methodology, including loss computations, selection, and development of nested rainfall distributions.
- Inflow and outflow boundary condition parameters and locations.
- Model connectivity methodologies.

a. Hydrologic Model Calibration:

Calibration and verification of the hydrology results shall be conducted by the awarded bidder. This process shall be documented in the hydrology report. In rain-on-grid modeling, the hydrology and hydraulics are analyzed concurrently, and the hydrologic calibration shall occur simultaneously with the hydraulic model calibration efforts. Regression equations are the primary method of calibration for the 2D model. NeDNR shall provide gage analyses and regression-based hydrologic data for the basic study streams within each watershed. The awarded bidder shall use the gage analyses to select the regression equation that best aligns with each watershed. A gage analysis may be used for calibration in locations where gage records are available.

Comparisons shall occur in multiple locations and in basins of varying drainage area size to ensure the model is evenly calibrated throughout the watershed. Comparisons shall also be conducted at critical project locations.

b. Standards:

All Hydrologic Analysis shall be performed in accordance with the standards specified in **Section V. N. Standards**.

c. Deliverables:

The awarded bidder shall produce items listed in the Hydrology Data Capture section within the most currently dated “Technical Reference: Data Capture” document. The awarded bidder shall make the following products available to FEMA by uploading the digital data to the MIP in accordance with the schedule outlined in **Section V. O. Schedule**. Where paper documentation is required by state law for professional certifications, the awarded bidder shall submit the paper in addition to a scanned version of the paper for the digital record. All deliverables shall be consistent with the FEMA Data Capture Standards as described in the latest Technical Reference: Data Capture, Technical Reference: Metadata Profiles for Hydrology, and the FIRM Database Technical Reference.

1. Task Documentation

- a. Hydrology Report – Word and .PDF
- b. Draft Flood Insurance Study (FIS) Section 5.1 – Word and .PDF
- c. Project Narrative – Word
- d. Certification of Completeness (if applicable) - .PDF
- e. Certification of Compliance (if applicable) - .PDF

- f. Hydrology Metadata - .XML
 - g. Base Level Engineering Report (if applicable) – Word and .PDF
2. Correspondence
 - a. Any letters, transmittals, memoranda, general status reports, queries, technical issues, direction by FEMA, and internal communications, routing slips, and notes – Word/.PDF
 3. Simulations
 - a. Model input and output files – Native format
 - b. Readme file explaining the contents of each named file - .TXT
 4. Supplemental Data
 - a. Database file(s) and/or spatial files such as data and analyses for stream and rainfall gages and computations for regional regression equations such as output from USGS PeakFQ, NFF or NSS computer programs – Native format
 - b. Any additional Hydrology data collected for use in the preparation of this Flood Risk Project – Format as received
 5. Spatial Files
 - a. FIRM / Database files as described in FEMA's FIRM Database Technical Reference - .SHP/.PGDB/.fGDB/.GML

Note: Hydrology data submitted for Base Level Engineering may not include all FIRM Database files listed in the FIRM Database Technical Reference Table 2.
 6. Validation
 - a. Any review documents and/or checklists used during the validation of Hydrology Data Capture submittals – Word/.XLS/.XLSX/.PDF
 7. QA/QC Files
 - a. Awarded bidder's QA/QC Summary Report
 - b. Written response to any comments resulting from the independent QA/QC review.

If data is changed as a result of the independent QA/QC review, the deliverables must be updated and resubmitted to the MIP (if applicable) and NeDNR.

2. Independent QA/QC of Hydrologic Data

NeDNR will perform an impartial review of the technical, scientific, and other information submitted by the awarded bidder specific to the hydrologic analyses to ensure that the data and modeling are consistent with FEMA standards and standard engineering practice and are sufficient to prepare the FIRM. This work shall include, at a minimum, the activities listed below. The awarded bidder will be responsible for addressing all review comments, and resubmitting for further reviews until approved.

- **Review:**

Review the submittal for technical and regulatory adequacy, completeness of required information, and supporting data and documentation. The technical review is to focus on the following:

- Use of acceptable models.
- Use of appropriate methodology(ies).
- Correctly applied methodology(ies)/model(s), including QC of input parameters.
- All recurrence intervals, including the 10%, 4%, 2%, 1%, “1% plus”, and 0.2%, are included in the study.
- Comparison with gage data and/or regression equations, if appropriate.
- Comparison with discharges for contiguous reaches.
- Verify that the data was submitted under the applicable folders on the MIP as described in the “Technical Reference: Data Capture” and “Guidance: Data Capture” documents.

- **Deliverables:**

The awarded bidder shall make the following products available to NeDNR for review:

1. All input and output files from NFACT / HEC-HMS / Gage Analysis / HEC-RAS 2D rain-on-grid data for hydrologic modeling of the 10%, 4%, 2%, 1%, “1% plus” and 0.2% annual chance events.
2. Hydrology Report.
3. Review Responses & Submittal.
 - a. The awarded bidder shall provide written responses to any comments resulting from the independent QA/QC review. NeDNR shall submit any documents related to independent reviews of Hydrology Data Capture submittals to the MIP.

NeDNR prioritizes reviews as they are submitted. If multiple project tasks or models are submitted simultaneously project reviews may be delayed. The awarded bidder shall allow thirty (30) working days for NeDNR to return review comments for the Develop Hydrologic Data task. The awarded bidder shall allow for a minimum of two reviews to occur when preparing the project schedule.

Upon completion of the Hydrologic Analysis NeDNR will also complete reviews on the database files. NeDNR prioritizes these reviews as they are submitted, but reviews may be delayed if multiple submittals occur simultaneously. To account for this uncertainty, the awarded bidder shall allow twenty (20) working days for NeDNR to return review comments on the Hydrologic database files. The awarded bidder shall allow for a minimum of two reviews to occur when preparing the project schedule.

H. HYDRAULICS DATA DEVELOPMENT & REVIEW

1. Develop Hydraulics Data

The awarded bidder shall perform hydraulic analyses as described in Table 2. Summary of Hydraulic Analyses. Hydraulic analysis activities include establishing the flood elevations for the 10%, 4%, 2%, 1%, “1% plus” and 0.2% annual chance events based on flood discharge rates computed under Develop Hydrologic Data. The hydraulic methods used for this analysis include base level modeling. The base level will use HEC-RAS v. 6.4.1 (or later) 2D analysis and use the best available elevation data (provided by NeDNR). The study will not include field surveys, structures, floodways, or mapped Base Flood Elevations (BFEs). The hydraulic analyses will be used to establish flood water surface elevations and floodplain extents for the listed study area or flooding sources.

The awarded bidder shall address all concerns or questions regarding the hydraulic analyses that are raised during the independent QA/QC review including resubmittal of deliverables as needed to pass the technical review.

Table 2. Summary of Hydraulic Analyses

Flooding Source (HUC-8)	Method	Square Miles
Hat	HEC-RAS v. 6.5 (or later) 2D	810
Angostura Reservoir	HEC-RAS v. 6.5 (or later) 2D	100
Upper White	HEC-RAS v. 6.5 (or later) 2D	899
Lower White	HEC-RAS v. 6.5 (or later) 2D	80
Niobrara Headwaters	HEC-RAS v. 6.5 (or later) 2D	1,481
Snake	HEC-RAS v. 6.5 (or later) 2D	861

The awarded bidder shall create models as defined in Attachment A, unless discussed and approved by NeDNR to deviate from the boundary. The awarded bidder shall ensure there is an adequate buffer overlapping upstream or downstream basins to allow for proper tie-ins during the floodplain mapping phase.

Please review “**2-Dimensional Base Level Engineering Guidance**”, for specific guidance regarding hydraulic considerations, including:

- Breakline placement and cell spacing.
- Enforcing hydro-connectivity in the model.

a. Hydraulic Model Calibration:

Comparisons shall occur in multiple locations and in basins of varying drainage area size to ensure the model is evenly calibrated throughout the modeled watershed. Comparisons shall also be conducted at critical project locations. Parameters that may be altered during calibration include roughness coefficients, channel roughness coefficients, losses, grid orientation, and other applicable parameters. If a methodology other than rain-on-grid is selected, the results of the 1% and 0.2% HEC-RAS 2D models shall be compared to gage results, where available, or to the regression equation results, provided by NeDNR. In the event model calibration efforts are unsuccessful, the awarded bidder and NeDNR shall discuss whether the model domain size needs to be altered.

b. Standards:

All Hydraulic Data work shall be performed in accordance with the standards specified in **Section V. N. Standards**.

c. Deliverables:

The awarded bidder shall produce items in the Hydraulics Data Capture section within the most currently dated "Technical Reference: Data Capture" document. The awarded bidder shall make the following products available to FEMA by uploading the digital data to the MIP review in accordance with the schedule outlined in **Section V. O. Schedule**. Where paper documentation is required by state law for professional certifications, the awarded bidder may submit the paper copy in addition to a scanned version of the paper copy for the digital record.

1. Task Documentation:

- Hydraulics Report – Word and .PDF
- Draft FIS Section 5.2 – Word and .PDF
- Project Narrative – Word
- Certification of Completeness (if applicable) - .PDF
- Certification of Compliance (if applicable) - .PDF
- Hydraulics Metadata - .XML
- Base Level Engineering Report (if applicable) – Word and .PDF

2. Correspondence

- Letters, transmittals, memoranda, general status reports, queries, technical issues, direction by FEMA, and internal communications, routing slips, and notes – Word and .PDF

3. Simulations

- Model input and output files for all flood frequencies required by the Contract – Native format
- HEC-RAS model archive with input and output files for all flood frequencies required by the MAS and floodway analysis. This includes the base RAS input files, GIS input files (for 2D models), and the computed files (post process output, mapping results, and stored maps). – .ZIP
- Readme file explaining contents of each named file - .TXT

4. Supplemental Data

- Database file(s) and/or spatial files such as high-water mark data for model calibration – Native format
- Zone A backup files – Native format
- Any additional Hydraulics data collected for use in the preparation of this Flood Risk Project – Format as received

5. Spatial Files

- a. FIRM Database files as described in the FIRM Database Technical Reference Table 2 - .SHP/.PGDB/.fGDB/.GML

Note that the submitted FIRM Database files must match the model output with respect to floodplain boundaries, cross sections, and water surface elevations and their precision. Unlike in the regulatory data submittals, floodplain boundaries and cross sections should not be cartographically modified, and the data may not necessarily agree exactly with the regulatory FIRM, FIRM Database, flood profiles, and Floodway Data Tables.

Note also that Hydraulics data submitted for Base Level Engineering may not include all FIRM Database files listed in the FIRM Database Technical Reference Table 2.

6. Validation

- a. Any review documents and/or checklists used during the validation of Hydraulic Data Capture submittals – Word/.XLS/.XLSX/.PDF

7. QA/QC Files

- a. Awarded bidder's QA/QC Summary Report
- b. Written response to any comments resulting from the independent QA/QC review

If data is changed as a result of the independent QA/QC review, the deliverables must be updated and resubmitted to the MIP (if applicable) and NeDNR.

2. Independent QA/QC of Hydraulics Data

NeDNR will perform an impartial review of the technical, scientific, and other information submitted by the awarded bidder specific to the hydraulic analyses to ensure that the data and modeling are consistent with FEMA standards and standard engineering practice and are sufficient to prepare the Flood Insurance Rate Map (FIRM). This work shall include, at a minimum, the activities listed below. The awarded bidder will be responsible for addressing all review comments, and resubmitting for further reviews until approved.

- a. **Review:**

Review the submittal for technical and regulatory adequacy, completeness of required information, and supporting data and documentation. The technical review is to focus on the following:

1. Use of acceptable model(s).
2. Use of appropriate methodology(ies).
3. Starting water surface elevations.
4. Manning's "n" values.
5. Flood discharges.
6. Tie-in to upstream and downstream neighboring studies.
7. Calibration of model(s), where high-water marks are available.
8. Floodplain boundaries for the 1% and 0.2% annual chance events.
9. Verify the data was submitted under the applicable folders in the MIP.

- b. **Hydraulic Model Review Process:**

1. The awarded bidder shall develop 0.2% model (or 1% plus model if flow values are higher) for one watershed.
 - o The awarded bidder shall review their model prior to submittal to NeDNR for review.
 - o Submit to NeDNR for review.
 - o Address review comments.
 - o Submit to NeDNR for final review.
 - o Address any remaining comments.
2. The awarded bidder shall develop 0.2% models (or 1% plus models if flow values are higher) for remaining watersheds.
 - a. The awarded bidder shall review all models prior to submittal to NeDNR for review.

- b. Submit to NeDNR for review.
 - c. Address review comments.
 - d. Submit to NeDNR for final review.
 - e. Address any remaining comments.
3. The awarded bidder shall develop 1% model.
- a. The awarded bidder shall review all models prior to submittal to NeDNR for review.
 - b. Submit to NeDNR for review.
 - c. Address review comments.
 - d. Submit to NeDNR for final review.
 - e. Address any remaining comments.
4. The awarded bidder shall develop models for the remaining recurrence intervals (10%, 4%, 2%, 1% plus (0.2% if 1% plus flows are higher)).
- a. The awarded bidder shall review all models prior to submittal to NeDNR for review.
 - b. Submit all models to NeDNR for review.
 - c. Address review comments.
 - d. Submit to NeDNR for final review.
 - e. Address any remaining comments.

c. Deliverables:

The awarded bidder shall make the following products available to NeDNR for review:

- 1. All input and output files from HEC-RAS and/or GIS for hydraulic modeling of the 10%, 4%, 2%, 1%, "1% plus" and 0.2% annual chance events.
- 2. Hydraulic Report.
- 3. Review Responses & Submittal.
 - a. The awarded bidder shall provide written responses to any comments resulting from the independent QA/QC review. NeDNR shall submit any documents related to independent reviews of Hydraulics Data Capture submittals to the MIP.

NeDNR prioritizes reviews as they are submitted. If multiple project tasks or models are submitted simultaneously project reviews may be delayed. The awarded bidder shall allow thirty (30) working days for NeDNR to return review comments for the Develop Hydraulic Data task. The awarded bidder shall allow for a minimum of two reviews to occur when preparing the project schedule.

Upon completion of the Hydraulic Modeling NeDNR will also complete reviews on the database files. NeDNR prioritizes these reviews as they are submitted, therefore reviews may be delayed if multiple submittals occur simultaneously. To account for this uncertainty, the awarded bidder shall allow twenty (20) working days for NeDNR to return review comments on the Hydraulic Databases. The awarded bidder shall allow for a minimum of two reviews to occur when preparing the project schedule.

I. FLOODPLAIN BOUNDARY DELINEATION & REVIEW

1. Perform Floodplain Mapping

The Contactor shall delineate the 1% and 0.2% annual chance floodplain boundaries and any other applicable elements for the flooding sources for which hydrologic and hydraulic analyses were performed. The awarded bidder shall incorporate all new or revised hydrologic and hydraulic modeling and shall use the topographic data acquired under Develop Topographic Data (to be provided by NeDNR) to delineate the floodplain on a digital work map.

The awarded bidder shall address all concerns or questions regarding Floodplain Mapping that are raised during the independent QA/QC review.

Table 3. Summary of Floodplain Mapping

Study Area	Method	Total Square Miles	Mapping Type	Topographic Data Source
Hat	HEC-RAS v. 6.5 (or later) 2D	810	2D BLE	LiDAR
Angostura Reservoir	HEC-RAS v. 6.5 (or later) 2D	100	2D BLE	LiDAR
Upper White	HEC-RAS v. 6.5 (or later) 2D	899	2D BLE	LiDAR
Lower White	HEC-RAS v. 6.5 (or later) 2D	80	2D BLE	LiDAR
Niobrara Headwaters	HEC-RAS v. 6.5 (or later) 2D	1,481	2D BLE	LiDAR
Snake	HEC-RAS v. 6.5 (or later) 2D	861	2D BLE	LiDAR

a. Floodplain Editing:

Floodplain boundary clean-up work needs to occur to produce FEMA compliant floodplain boundaries. There are multiple options for how the mapping and clean-up can be accomplished, however, care should be exercised in the amount of clean-up that occurs, especially if using automated methods. Use of a process/mode that differs from those listed below shall be discussed with the Project Team at NeDNR and agreed upon before proceeding with task work. All floodplain boundaries shall be mapped on the terrain provided by NeDNR for the project.

Please review “**2-Dimensional Base Level Engineering Guidance**”, for specific guidance regarding floodplain boundary editing considerations, including:

- Water Surface Rendering Mode
- Upstream Modeling Limits
- Dams
- Additional Revisions

The amount of floodplain boundary editing shall be limited to prevent unnecessary changes to the various grids that will be used to create flood risk products in the future. NeDNR does not generalize or smooth floodplain boundaries to allow for better alignment with flood risk products.

The awarded bidder shall meet with NeDNR to discuss the benefits and limitations of the editing techniques and the Project Team shall decide on the most appropriate method to be applied prior to the awarded bidder completing this processing. Floodplains shall be connected across roads and other features not considered in the analysis. Floodplain boundaries shall be prepared in accordance with Zone A mapping standards.

b. Standards:

All floodplain mapping work shall be performed in accordance with the standards specified in **Section V. N. Standards**. The awarded bidder will perform self-certification audits for the Floodplain Boundary Standards for all flood hazard areas.

c. Deliverables:

The awarded bidder shall produce items listed in the Floodplain Mapping Data Capture section within the most currently dated “Technical Reference: Data Capture” document. Upon completion of floodplain

mapping for all flooding sources in this project, the awarded bidder shall make the following products available to FEMA by uploading the digital data to the MIP in accordance with the schedule outlined in **Section V. O. Schedule**.

1. Task Documentation
 - a. Draft FIS Report – Word and .PDF
 - b. FIS Tables - .MDB/.XLS/.XLSX/.DBF
 - c. FIS text overflow for Principal Flood Problems and Special Considerations (if necessary) - .TXT
 - d. Project Narrative – Word
 - e. Certification of Completeness (if applicable) - .PDF
 - f. Floodplain Metadata - .XML
2. Correspondence
 - a. Letters, transmittals, memoranda, general status reports, queries, technical issues, direction by FEMA, and internal communications – Word and .PDF
3. Spatial Files
 - a. FIRM Database files as described in the FIRM Database Technical Reference Table 2 - .SHP/.GDB/.fgDB/.GML
4. Validation
 - a. Any review documents and/or checklists used during the validation of Floodplain Mapping Data Capture submittals – Word/.XLS/.XLSX/.PDF
5. QA/QC Files
 - a. Awarded bidder's QA/QC Summary Report
 - b. Written response to any comments resulting from the independent QA/QC review

If data is changed as a result of the independent QA/QC review, the deliverables must be updated and resubmitted to the MIP (if applicable) and NeDNR.

2. Independent QA/QC of Floodplain Mapping Data

NeDNR shall perform an impartial review of the floodplain mapping submitted by the awarded bidder under Floodplain Mapping to ensure that the results of the analyses performed are accurately represented. This work shall include, at a minimum, the activities listed below.

Please note, FEMA will also be performing periodic audits and overall study/project management to ensure study quality. The awarded bidder will be responsible for addressing any and all comments resulting from independent QC, including resubmittal.

- **Review:**
 1. Review the floodplain boundaries tie-in to neighboring studies.
 2. Review the database files to ensure the data were prepared in accordance with FEMA standards.
 3. Review the metadata files to ensure the data includes all required information shown in the NFIP Metadata Profiles Specification.
 4. Review that effective LOMCs for all affected communities on the FIRM are included.
 5. Verify the data was submitted under the applicable folders on the MIP.
- **Floodplain Boundary Review Process:**
 - The 0.2% floodplain boundary shall be edited and provided to NeDNR for review, along with the model and associated documentation.

- All comments shall be addressed by the awarded bidder and resubmitted for NeDNR review until NeDNR approves the boundary.
- Upon completion of the 0.2% annual chance floodplain boundary the same process shall be followed for the 1% annual chance floodplain boundary, again, submitting the boundary for review until NeDNR approves the 1% annual chance floodplain boundary.
 - The awarded bidder shall ensure the 1% annual chance boundary does not extend outside of the 0.2% annual chance floodplain boundary.
- Upon completion of the 1% annual chance floodplain boundary the boundaries for all other recurrence intervals shall be reviewed for reasonableness and edited if required.
- **Deliverables:**
The awarded bidder shall make the following products available to NeDNR for review:
 1. Floodplain boundaries for the 1% and 0.2% annual chance events.
 2. Draft Database files related to the Floodplain Mapping task.
 3. Draft FIS Report.
 4. Review Responses & Submittal.
 - a. The awarded bidder shall provide written responses to any comments resulting from the independent QA/QC review. NeDNR shall submit any documents related to independent reviews of Floodplain Mapping Data Capture submittals to the MIP.

NeDNR prioritizes reviews as they are submitted. If multiple project tasks or models are submitted simultaneously project reviews may be delayed. The awarded bidder shall allow thirty (30) working days for NeDNR to return review comments for the Perform Floodplain Mapping task. The awarded bidder shall allow for a minimum of two reviews to occur when preparing the project schedule.

Upon completion of the Floodplain Mapping task NeDNR will also complete reviews on the database files. NeDNR prioritizes these reviews as they are submitted, therefore reviews may be delayed if multiple submittals occur simultaneously. To account for this uncertainty, the awarded bidder shall allow twenty (20) working days for NeDNR to return review comments on the Floodplain Mapping Databases. The awarded bidder shall allow for a minimum of two reviews to occur when preparing the project schedule.

J. DRAFT FIRM DATABASE DEVELOPMENT & REVIEW

1. Draft FIRM Database

The awarded bidder shall prepare the database in accordance FEMA standards and guidance, including all relevant Technical Reference documents, for upload to the MIP. The awarded bidder is responsible for confirming and/or obtaining any revised or updated guidance from NeDNR. NeDNR will coordinate with the Regional Service Center (RSC) to complete and submit the Key Decision Point (KDP) 2 form prior to Quality Review (QR) 1. Prior to QR3, project(s) must also be submitted to the RSC for the SID 507 review. The awarded bidder shall coordinate with appropriate Mapping Partners, as necessary, to resolve any problems that are identified during development of the FIRM Database.

The FIRM Database Table Summary in Table 4. are the schema for BLE that will be delivered. These layers are necessary to allow BLE results to be viewed in FEMA's draft data viewer.

Table 4. Draft FIRM Database Schema

FIRM Table Name	Table Type	Table Description	
S_BFE	Spatial	Location and attributes for Base Flood Elevations lines shown on FIRM.	Either the BFE or XS table must be submitted to provided water surface elevations
S_Fld_Haz_Ar	Spatial	Location and attributes for flood insurance risk zones on the FIRM.	Required

FIRM Table Name	Table Type	Table Description	
S_Fld_Haz_Ln	Spatial	Location and attributes for boundaries of flood insurance risk zones on the FIRM.	Required
S_Gen_Struct	Spatial	Location and attributes for flood control structures shown on the flood profile and FIRM.	Not required
S_Levee	Spatial	The centerline location of the levee system comprised of embankments, floodwalls, and closure structures designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water to reduce flood hazards from temporary flooding.	Not required
S_Profil_Basln	Spatial	Location and attributes for profile baseline and stream centerline features for the Flood Risk Project area.	Not required
S_Submittal_Info	Spatial	Location of areas updated in this Flood Risk Project along with attributes associated with each submittal.	Required
S_XS	Spatial	Location and attributes for cross section lines in the area covered by the FIRM. This layer must contain all cross sections in a model, not just the lettered cross sections.	Either the BFE or XS table must be submitted to provided water surface elevations
L_XS_Elev	Lookup	Information about the hydraulic model at each mapped cross section and those cross sections referenced in the <u>FIS Report Floodway Data Tables</u> . This table is used to generate the Floodway Data Tables and contains lettered cross sections.	Not required

a. Standards:

All FIRM Database work shall be performed in accordance with the standards specified in **Section V. N. Standards**. In addition, the appropriate QR activity shall be performed.

b. Deliverables:

The awarded bidder shall make the following products available to FEMA by uploading the digital data to the MIP:

1. KDP 2 form.
2. FIRM Database Draft Metadata - .XML
3. FIRM database files, prepared in accordance with FEMA standards and in the required format(s).
4. Validation
 - o Any review documents and/or checklists used during the validation of Floodplain Mapping Data Capture submittals – Word/.XLS/.XLSX/.PDF
5. Independent QA/QC

- Any documents related to independent reviews of Draft FIRM Database Data Capture submittals (if applicable) – Word/.XLS/.XLSX/.PDF

2. Independent QA/QC of Draft FIRM Database

Upon completion of the floodplain mapping activities, NeDNR shall perform an independent review of the Draft FIRM spatial database to determine if it meets current FEMA database specifications. The awarded bidder shall coordinate with other entities, as necessary, to resolve any problems identified during this QA/QC review.

This work shall ensure that the requirements below are met.

- Draft FIRM database is in a GIS file and database format as specified in FEMA standards and conform to those specifications for content and attribution.
- Draft FIRM database files are in one of the database formats specified in FEMA standards and conform to those specifications for content and attribution.
- Perform any needed updates to the CNMS database for the project area of interest. All CNMS updates shall be submitted to NeDNR for inclusion in the statewide CNMS update.

a. Standards:

All FIRM Database Development work shall be performed in accordance with the standards specified in **Section V. N. Standards**.

b. Deliverables:

The awarded bidder shall make the following products available to FEMA by uploading the digital data to the MIP, in accordance with the schedule outlined in **Section V. O. Schedule**.

1. A Summary Report that describes the findings of the QA/QC review noting any deficiencies in, or agreeing with, the mapping results and the results of all automated or manual QA/QC steps taken during the independent QA/QC review.
2. Recommendations to resolve any problems that are identified during the independent QA/QC review.
3. If the data changed during the QA/QC process, then the updated deliverables from Floodplain Mapping and Redelineation will be resubmitted at this time.

K. TECHNICAL AND ADMINISTRATIVE SUPPORT DATA SUBMITTAL

The project team members for this Flood Risk Project responsible for completing activities in this Contract will comply with the data submittal requirements. These are summarized below and in appropriate guidance.

Submit all supporting documentation for the activities in this Contract per FEMA standards and requirements. Include a Flood Elevation Determination Docket (FEDD) folder. Make submittals to the appropriate PTS for a review of required materials. The awarded bidder will respond to requests from FEMA or its contractors for more information. It will also make sure that the TSDN includes all required documents.

If any issues arise that could affect the completion of an activity within the proposed scope or budget, the awarded bidder shall complete and submit to NeDNR a Special Problem Report (SPR) as soon as possible after the issue is identified. The SPR describes the issue and proposes possible resolutions. For additional information on SPRs please consult NeDNR.

Information supporting FEMA standards and requirements regarding the TSDN and FEDD file may be found in the Data Capture Technical Reference and other associated guidance documents.

Table 5. TSDN Section Mapping Activities

Mapping Activities	TSDN Sections											
	Change Requests	Telephone Conversation	Meeting Minutes/ Reports	General Correspondence	Hydrologic Analyses	Engineering Analyses	Hydraulic Analyses	Key to Cross-Section Labeling	Key to Transect Labeling	Draft FIS Report	Mapping Information	Miscellaneous Reference Information
Develop Hydrologic Data	X	X	X	X	X	X	X	X	X	X		X
Independent QA/QC of Hydrologic Data	X	X	X	X	X		X	X	X	X		X
Develop Hydraulics Data	X	X	X	X	X	X	X	X	X	X	X	X
Independent QA/QC of Hydraulics Data	X	X	X	X	X		X	X	X	X		X
Perform Floodplain Mapping	X	X	X	X	X		X	X	X		X	X
Independent QA/QC of Floodplain Mapping Data	X	X	X	X	X		X	X	X	X		X

L. PERIOD OF PERFORMANCE

The mapping activities outlined in this RFP will be completed as specified in the Contract. The mapping activities may be terminated at the option of FEMA, NeDNR or the awarded bidder. If these mapping activities are terminated, all products produced to date must be submitted and uploaded onto the MIP (if applicable) and the remaining funds, provided by FEMA for this RFP, from uncompleted activities will be returned to FEMA.

M. STANDARDS

The standards relevant to this project are found in FEMA Policy 204-078-1 Standards for Flood Risk Analysis and Mapping Revision 14.

This Policy supersedes all previous standards in the Guidelines and Specifications for Flood Hazard Mapping Partners. This includes all related appendices and procedure memoranda. Find more information and links to guidance documents, technical references, templates, and other resources that support these standards on the FEMA Guidelines and Standards website. This is at: Guidelines and Standards for Flood Risk Analysis and Mapping Activities Under the Risk MAP Program. FEMA reviews standards each year. Please use the most current version of the policy.

For any studies with Floodplain Mapping Data Capture tasks, the awarded bidder will perform self-certification audits to confirm compliance with the required Floodplain Boundary Standards (FBS) for all flood hazard areas. All FIRM database work will comply with applicable standards and requirements specified in the FIRM Data Technical Reference and other related documents. You can find these at “Guidelines and Standards for Flood Risk Analysis and Mapping Activities Under the Risk MAP Program.” All studies must also pass the required automated and visual national QRs before the distribution of Preliminary or effective copies of the FIS report, SOMA letters, FIRM panels or FIRM database.

For studies producing BLE, the data must be submitted in the database format specified in latest version of the FIRM Database Technical Reference. Any deviations from the technical reference requires an approved exemption request from both the FEMA regional and headquarters project officer.

NeDNR, the awarded bidder, and their subcontractors must comply with the regulations in Chapter 44 of the Code of Federal Regulations (CFR), specifically CFR Parts 65, 66 and 67. They must also comply with the appropriate year CTP Notice of Funding Opportunity (NOFO) and Agreement Articles. For this project, the appropriate CTP NOFO is FY2024. NeDNR and the awarded bidder will also coordinate with their FEMA Regional Office to determine if any additional requirements must be met.

N. SCHEDULE

The activities documented in this RFP shall be completed in accordance with Table 6 through Table 11, which will drive the schedule within NeDNR’s Smartsheet project management sheets and the MIP. If changes to this schedule are required, the awarded bidder shall coordinate with NeDNR, FEMA, and the Project Management Team in a timely manner.

Table 6. Project Activities Schedule Hat HUC-8

Task	Project/Study	Budget	Baseline Start Date	Baseline End Date
NeDNR	Develop Topographic Data	N/A		
NeDNR	Acquire Base Map	N/A		
Task 1	Develop Hydrology Data			
NeDNR	Independent QA/QC of Hydrology Data	N/A		
Task 2	Develop Hydraulics Data			
NeDNR	Independent QA/QC of Hydraulic Data	N/A		
Task 3	Perform Floodplain Mapping			
NeDNR	Independent QA/QC of Floodplain Mapping	N/A		
Task 4	Develop Draft FIRM Database			
NeDNR	Independent QA/QC of Draft FIRM Database	N/A		
Total:				

Table 7. Project Activities Schedule Angostura Reservoir HUC-8

Task	Project/Study	Budget	Baseline Start Date	Baseline End Date
NeDNR	Develop Topographic Data	N/A		
NeDNR	Acquire Base Map	N/A		
Task 1	Develop Hydrology Data			
NeDNR	Independent QA/QC of Hydrology Data	N/A		
Task 2	Develop Hydraulics Data			
NeDNR	Independent QA/QC of Hydraulic Data	N/A		
Task 3	Perform Floodplain Mapping			
NeDNR	Independent QA/QC of Floodplain Mapping	N/A		
Task 4	Develop Draft FIRM Database			
NeDNR	Independent QA/QC of Draft FIRM Database	N/A		
Total:				

Table 8. Project Activities Schedule Upper White HUC-8

Task	Project/Study	Budget	Baseline Start Date	Baseline End Date
NeDNR	Develop Topographic Data	N/A		
NeDNR	Acquire Base Map	N/A		
Task 1	Develop Hydrology Data			
NeDNR	Independent QA/QC of Hydrology Data	N/A		
Task 2	Develop Hydraulics Data			
NeDNR	Independent QA/QC of Hydraulic Data	N/A		
Task 3	Perform Floodplain Mapping			
NeDNR	Independent QA/QC of Floodplain Mapping	N/A		
Task 4	Develop Draft FIRM Database			
NeDNR	Independent QA/QC of Draft FIRM Database	N/A		
Total:				

Table 9. Project Activities Schedule Lower White HUC-8

Task	Project/Study	Budget	Baseline Start Date	Baseline End Date
NeDNR	Develop Topographic Data	N/A		
NeDNR	Acquire Base Map	N/A		
Task 1	Develop Hydrology Data			
NeDNR	Independent QA/QC of Hydrology Data	N/A		
Task 2	Develop Hydraulics Data			
NeDNR	Independent QA/QC of Hydraulic Data	N/A		
Task 3	Perform Floodplain Mapping			
NeDNR	Independent QA/QC of Floodplain Mapping	N/A		
Task 4	Develop Draft FIRM Database			
NeDNR	Independent QA/QC of Draft FIRM Database	N/A		
Total:				

Table 10. Project Activities Schedule Niobrara Headwaters HUC-8

Task	Project/Study	Budget	Baseline Start Date	Baseline End Date
NeDNR	Develop Topographic Data	N/A		
NeDNR	Acquire Base Map	N/A		
Task 1	Develop Hydrology Data			
NeDNR	Independent QA/QC of Hydrology Data	N/A		
Task 2	Develop Hydraulics Data			
NeDNR	Independent QA/QC of Hydraulic Data	N/A		
Task 3	Perform Floodplain Mapping			
NeDNR	Independent QA/QC of Floodplain Mapping	N/A		
Task 4	Develop Draft FIRM Database			
NeDNR	Independent QA/QC of Draft FIRM Database	N/A		
Total:				

Table 11. Project Activities Schedule Snake HUC-8

Task	Project/Study	Budget	Baseline Start Date	Baseline End Date
NeDNR	Develop Topographic Data	N/A		
NeDNR	Acquire Base Map	N/A		
Task 1	Develop Hydrology Data			
NeDNR	Independent QA/QC of Hydrology Data	N/A		
Task 2	Develop Hydraulics Data			
NeDNR	Independent QA/QC of Hydraulic Data	N/A		
Task 3	Perform Floodplain Mapping			
NeDNR	Independent QA/QC of Floodplain Mapping	N/A		
Task 4	Develop Draft FIRM Database			
NeDNR	Independent QA/QC of Draft FIRM Database	N/A		
Total:				

O. RECORD RETENTION

The awarded bidder shall refer to and comply with the record keeping and retention of documents, as per the requirements outlined by NeDNR and FEMA and any other periods stated in the RFP solicitation documents and resulting Contract.

VI. SOLICITATION RESPONSE INSTRUCTIONS

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

solicitation responses are due by the date and time shown in the Schedule of Events. Content requirements for the Corporate Overview, Technical Response, and Cost Sheet are presented separately in the following subdivisions: format and order:

A. SOLICITATION RESPONSE SUBMISSION

1. CORPORATE OVERVIEW

The Corporate Overview section of the solicitation response should consist of the following subdivisions:

a. BIDDER IDENTIFICATION AND INFORMATION

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

b. FINANCIAL STATEMENTS

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

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

The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

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

c. CHANGE OF OWNERSHIP

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

d. OFFICE LOCATION

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

e. RELATIONSHIPS WITH THE STATE

The bidder should describe any dealings with the State over the previous five (5) years. If the organization, its predecessor, or any Party named in the bidder's solicitation response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any Party named in the bidder's solicitation response is or was an employee of the State within the past eighteen (18) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

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

g. CONTRACT PERFORMANCE

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

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

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

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

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

The bidder should address the following:

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

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

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

The bidder should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this Solicitation. The names and titles of the team proposed for assignment to the State project should be identified in full, with a description of the

team leadership, interface, and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

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

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

j. SUBCONTRACTORS

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

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

2. TECHNICAL RESPONSE

The Technical Response section of the solicitation response shall include each of the items listed below (see information regarding these categories in Section V. PROJECT DESCRIPTION AND SCOPE OF WORK):

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

3. PROJECT SCHEDULE

- a. **Bidder must include a detailed schedule of work, activities and confirmation of willingness and capability to meet the time requirements expressed in the scope of services.**
- b. **Outline the current projects which are being conducted from the location of the firm's office responding.**

4. COST SHEET

- a. **Bidder must include a Completed Cost Sheet Template and confirmation of willingness and capability to meet the cost requirements.**

CONTRACTUAL AGREEMENT FORM

BIDDER MUST COMPLETE THE FOLLOWING

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

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

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

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

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

FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN

BIDDER:	
COMPLETE ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
DATE:	
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	

Attachment A

ATTACHMENT A

Nebraska Department of Natural Resources

Scope of Work for

2-Dimensional (2D) Base Level Engineering (BLE) for the Cheyenne, White, and Niobrara (Phase 1) HUC-6 Watersheds

SCOPE OF WORK

A. BACKGROUND AND GENERAL EXPECTATIONS

The NeDNR has a CTP Program agreement with FEMA dated August 16, 1999. As part of that agreement NeDNR receives grant funds to conduct Flood Risk studies for identified locations within the state. The Cheyenne, White, and Niobrara (Phase 1) project was funded under the Fiscal Year 2024 CTP grant. The scope includes completing 2D BLE, including hydrologic analyses, hydraulic analyses, and floodplain mapping, for all streams that drain one square mile or greater and compiling the 2D BLE Draft FIRM Database for the Cheyenne, White, and Niobrara (Phase 1) HUC-6 watersheds.

The Contractor shall maintain an archive of all data submitted to NeDNR and FEMA. All supporting data must be retained for three years from the date the grant recipient submits its final expenditure report to FEMA. NeDNR will notify the Contractor when the last expenditure has been submitted to FEMA. The Contractor and NeDNR must demonstrate to FEMA compliance with Subpart 24.1 of the Federal Acquisition Regulation (FAR) related to the handling of Personally Identifiable Information (PII) associated with the Activities listed in the Contract. All submittals and supporting data shall be approved by NeDNR before being submitted to FEMA. The Contractor should establish a way for this data to be passed between NeDNR and the Contractor.

The Contractor is responsible for the implementation of a Quality Management Plan to include an independent QA/QC plan for all assigned activities. The Contractor will submit a Summary Report with each submittal that describes and provides the results of all automated or manual QA/QC review steps. The report should include the process for all assigned activities. This plan must be submitted to NeDNR within seven (7) days of the contract being signed.

Independent QC review activities will be performed by NeDNR. The Contractor will be responsible for addressing any and all comments from the independent review, including re-submittal of deliverables, as needed, to pass technical or quality reviews. The Contractor shall allow for two review cycles, at a minimum, in the schedule for each major project task.

FEMA will also perform periodic audits and overall study/project management. This includes national QRs required per FEMA standards for all FRPs. The Contractor must address all comments that result from national QRs and any other QRs the FEMA Regional Office requires. This includes the re-submittal of deliverables to pass technical or quality review. This is in addition to the Independent QC review by NeDNR.

Metadata is required for certain activities. The current version of the Data Capture Technical Reference (Dated November 2023 or later) must be used to provide a consistent framework for submittal, storage, and retrieval of the technical and administrative data used as part of this Contract.

FEMA will provide download/upload capability for data submittals through the MIP located at <https://hazards.fema.gov>. As each activity is completed, the data must be submitted to the MIP.

The Contractor will respond to any comments generated as a result of the mandatory QC checks by the Production and Technical Services (PTS) contractor. The PTS QC process is nationally funded and required on each non-PTS study. In the event the PTS and Contractor are the same, the Contractor shall ensure all reviews are conducted by staff uninvolved with these projects.

B. PROJECT MANAGEMENT

NeDNR is required to report on all projects every 30 days and enter project related information in the MIP. The Contractor will be required to report the percent completed and amount spent to date by the 25th day of each month for the prior month's work. Monthly reports must include an invoice for the work being reported for the prior month. The information required in the progress reports is detailed in **Section P. Invoicing and Progress Reporting**. The Contractor is expected to maintain a Schedule Performance Index (SPI) and Cost Performance Index (CPI) of at least 0.92. Special Problem Reports (SPR) and/or Corrective Action Plans (CAP) explaining any variance must be submitted in a timely manner as required by FEMA or NeDNR.

In order to keep project tasks on schedule, maintain consistency with NeDNR's in-house mapping work, and to answer questions as they arise, the project team shall meet bi-weekly while major task work is occurring. Meetings shall be scheduled once the contract has been executed and can be modified as agreed upon by the project team.

C. GENERAL RECOMMENDATIONS

NeDNR has compiled a document of preferences and best practices for creating 2D BLE modeling in HEC-RAS. The document, "2-Dimensional Base Level Engineering Guidance," contains general recommendations for terrain and model setup and hydrologic, hydraulic, and floodplain mapping considerations. Please review the document, which will be provided after project kick-off, prior to commencing work. Any deviation from the NeDNR document must be approved by NeDNR prior to the Contractor proceeding.

An initial breakdown of subbasins for the Cheyenne, White, and Niobrara (Phase 1) HUC-6 watersheds is provided in **Appendix A**.

D. DEVELOP HYDROLOGIC DATA

The Contractor shall perform hydrologic analyses for the flooding source(s) identified in Table 1. Summary of Hydrologic Analyses. Hydrologic analysis activities include the determination of peak flood discharges, the use of rainfall-runoff models, regression equations, gage analysis, hydrograph development, and rain-on-grid methodology to support the level of detail required for the project. The Contractor shall calculate peak flood discharges and/or flood hydrographs for the 10%, 4%, 2%, 1%, “1% plus” and 0.2% annual chance events using the analysis method listed in Table 1. These flood discharges will be the basis for subsequent Hydraulic Analyses performed as part of this Contract. In addition, the Contractor will be responsible for addressing any and all comments resulting from the independent QC, including resubmittal of deliverables as needed to pass technical review.

Table 1. Summary of Hydrologic Analyses

HUC-6	Flooding Source (HUC-8)	Method	Square Miles of New Hydrology
Cheyenne	Hat	Rain-on-Grid	810
Cheyenne	Angostura Reservoir	Rain-on-Grid	100
White	Upper White	Rain-on-Grid	899
White	Little White	Rain-on-Grid	80
Niobrara	Niobrara Headwaters	Rain-on-Grid	1,481
Niobrara	Snake	Rain-on-Grid	861

NeDNR 2D BLE analyses are unsteady, rain-on-grid analyses. Other methodologies may be used, when justified, after discussion with and approval from NeDNR. Prior to finalizing the Hydrologic Analyses and submitting the data, the Contractor must meet with NeDNR to coordinate the review and concurrence of the study.

Please review **Appendix B. 2-Dimensional Base Level Engineering Guidance**, for specific guidance regarding hydrologic considerations, including:

- Rain-on-Grid Methodology, including loss computations, selection, and development of nested rainfall distributions.
- Inflow and outflow boundary condition parameters and locations.
- Model connectivity methodologies.

Hydrologic Model Calibration:

Calibration and verification of the hydrology results shall be conducted by the Contractor. This process shall be documented in the hydrology report. In rain-on-grid modeling, the hydrology and hydraulics are analyzed concurrently, and the hydrologic calibration shall occur simultaneously with the hydraulic model calibration efforts. Regression equations are the primary method of calibration for the 2D model. NeDNR shall provide gage analyses and regression-based hydrologic data for the basic study streams within each watershed. The Contractor shall use the gage analyses to select the regression equation

that best aligns with each watershed. A gage analysis may be used for calibration in locations where gage records are available.

Comparisons shall occur in multiple locations and in basins of varying drainage area size to ensure the model is evenly calibrated throughout the watershed. Comparisons shall also be conducted at critical project locations.

Standards:

All Hydrologic Analysis shall be performed in accordance with the standards specified in **Section N. Standards.**

Deliverables:

The Contractor shall produce items listed in the Hydrology Data Capture section within the most currently dated "Technical Reference: Data Capture" document. The Contractor shall make the following products available to FEMA by uploading the digital data to the MIP in accordance with the schedule outlined in **Section O. Schedule.** Where paper documentation is required by state law for professional certifications, the Contractor may submit the paper in addition to a scanned version of the paper for the digital record. All deliverables shall be consistent with the FEMA Data Capture Standards as described in the latest Technical Reference: Data Capture, Technical Reference: Metadata Profiles for Hydrology, and the FIRM Database Technical Reference.

1. Task Documentation

- a. **Hydrology Report – Word and .PDF**
- b. **Draft Flood Insurance Study (FIS) Section 5.1 – Word and .PDF**
- c. **Project Narrative – Word**
- d. **Certification of Completeness (if applicable) - .PDF**
- e. **Certification of Compliance (if applicable) - .PDF**
- f. **Hydrology Metadata - .XML**
- g. **Base Level Engineering Report (if applicable) – Word and .PDF**

2. Correspondence

- a. **Any letters, transmittals, memoranda, general status reports, queries, SPRs, technical issues, direction by FEMA, and internal communications, routing slips, and notes – Word/.PDF**

3. Simulations

- a. **Model input and output files – Native format**
- b. **Readme file explaining the contents of each named file - .TXT**

4. Supplemental Data

- a. **Database file(s) and/or spatial files such as data and analyses for stream and rainfall gages and computations for regional regression equations such as output from USGS PeakFQ, NFF or NSS computer programs – Native format**

- b. **Any additional Hydrology data collected for use in the preparation of this Flood Risk Project – Format as received**

5. Spatial Files

- a. **FIRM / Database files as described in FEMA’s FIRM Database Technical Reference - .SHP/.PGDB/.fgDB/.GML**

Note: Hydrology data submitted for Base Level Engineering may not include all FIRM Database files listed in the FIRM Database Technical Reference Table 2.

6. Validation

- a. **Any review documents and/or checklists used during the validation of Hydrology Data Capture submittals – Word/.XLS/.XLSX/.PDF**

7. QA/QC Files

- a. **Contractor’s QA/QC Summary Report**
- b. **Written response to any comments resulting from the independent QA/QC review.**

If data is changed as a result of the independent QA/QC review, the deliverables must be updated and resubmitted to the MIP (if applicable) and NeDNR.

E. INDEPENDENT QA/QC OF HYDROLOGIC DATA

NeDNR will perform an impartial review of the technical, scientific, and other information submitted by the Contractor specific to the hydrologic analyses to ensure that the data and modeling are consistent with FEMA standards and standard engineering practice and are sufficient to prepare the FIRM. This work shall include, at a minimum, the activities listed below. The Contractor will be responsible for addressing all review comments, and resubmitting for further reviews until approved.

- Review the submittal for technical and regulatory adequacy, completeness of required information, and supporting data and documentation. The technical review is to focus on the following:
 - Use of acceptable models.
 - Use of appropriate methodology(ies).
 - Correctly applied methodology(ies)/model(s), including QC of input parameters.
 - All recurrence intervals, including the 10%, 4%, 2%, 1%, “1% plus”, and 0.2%, are included in the study.
 - Comparison with gage data and/or regression equations, if appropriate.
 - Comparison with discharges for contiguous reaches.
- Verify that the data was submitted under the applicable folders on the MIP as described in the “Technical Reference: Data Capture” and “Guidance: Data Capture” documents.

Deliverables:

The Contractor shall make the following products available to NeDNR for review:

1. **All input and output files from NFACT / HEC-HMS / Gage Analysis / HEC-RAS 2D rain-on-grid data for hydrologic modeling of the 10%, 4%, 2%, 1%, "1% plus" and 0.2% annual chance events.**
2. **Hydrology Report.**
3. **Review Responses & Submittal.**
 - a. **The Contractor shall provide written responses to any comments resulting from the independent QA/QC review. NeDNR shall submit any documents related to independent reviews of Hydrology Data Capture submittals to the MIP.**

NeDNR prioritizes reviews as they are submitted. If multiple project tasks or models are submitted simultaneously project reviews may be delayed. The Contractor shall allow 30 working days for NeDNR to return review comments for the Develop Hydrologic Data task. The Contractor shall allow for a minimum of two reviews to occur when preparing the project schedule.

Upon completion of the Hydrologic Analysis NeDNR will also complete reviews on the database files. NeDNR prioritizes these reviews as they are submitted, but reviews may be delayed if multiple submittals occur simultaneously. To account for this uncertainty, the Contractor shall allow 20 working days for NeDNR to return review comments on the Hydrologic database files. The Contractor shall allow for a minimum of two reviews to occur when preparing the project schedule.

F. DEVELOP HYDRAULICS DATA

The Contractor shall perform hydraulic analyses as described in Table 2. Summary of Hydraulic Analyses. Hydraulic analysis activities include establishing the flood elevations for the 10%, 4%, 2%, 1%, "1% plus" and 0.2% annual chance events based on flood discharge rates computed under Develop Hydrologic Data. The hydraulic methods used for this analysis include base level modeling. The base level will use HEC-RAS v. 6.5 (or later) 2D analysis and use the best available elevation data (provided by NeDNR). The study will not include field surveys, structures, floodways, or mapped Base Flood Elevations (BFEs). The hydraulic analyses will be used to establish flood water surface elevations and floodplain extents for the listed study area or flooding sources.

The Contractor shall address all concerns or questions regarding the hydraulic analyses that are raised during the independent QA/QC review including resubmittal of deliverables as needed to pass the technical review.

Table 2. Summary of Hydraulic Analyses

Flooding Source (HUC-8)	Method	Square Miles
Hat	HEC-RAS v. 6.5 (or later) 2D	810
Angostura Reservoir	HEC-RAS v. 6.5 (or later) 2D	100
Upper White	HEC-RAS v. 6.5 (or later) 2D	899
Little White	HEC-RAS v. 6.5 (or later) 2D	80
Niobrara Headwaters	HEC-RAS v. 6.5 (or later) 2D	1,481
Snake	HEC-RAS v. 6.5 (or later) 2D	861

The Contractor shall create models as defined in Appendix A, unless discussed and approved by NeDNR to deviate from the boundary. The Contractor shall ensure there is an adequate buffer overlapping upstream or downstream basins to allow for proper tie-ins during the floodplain mapping phase.

Please review **Appendix B. 2-Dimensional Base Level Engineering Guidance**, for specific guidance regarding hydraulic considerations, including:

- Breakline placement and cell spacing.
- Enforcing hydro-connectivity in the model.

Hydraulic Model Calibration:

Comparisons shall occur in multiple locations and in basins of varying drainage area size to ensure the model is evenly calibrated throughout the modeled watershed. Comparisons shall also be conducted at critical project locations. Parameters that may be altered during calibration include roughness coefficients, channel roughness coefficients, losses, grid orientation, and other applicable parameters. If a methodology other than rain-on-grid is selected, the results of the 1% and 0.2% HEC-RAS 2D models shall be compared to gage results, where available, or to the regression equation results, provided by NeDNR. In the event model calibration efforts are unsuccessful, the Contractor and NeDNR shall discuss whether the model domain size needs to be altered.

Standards:

All Hydraulic Data work shall be performed in accordance with the standards specified in **Section N. Standards**.

Deliverables:

The Contractor shall produce items in the Hydraulics Data Capture section within the most currently dated “Technical Reference: Data Capture” document. The Contractor shall make the following products available to FEMA by uploading the digital data to the MIP review in accordance with the schedule outlined in **Section O. Schedule**. Where paper documentation is required by state law for professional certifications, the Contractor may submit the paper copy in addition to a scanned version of the paper copy for the digital record.

1. **Task Documentation:**
 - a. **Hydraulics Report – Word and .PDF**
 - b. **Draft FIS Section 5.2 – Word and .PDF**
 - c. **Project Narrative – Word**
 - d. **Certification of Completeness (if applicable) - .PDF**
 - e. **Certification of Compliance (if applicable) - .PDF**
 - f. **Hydraulics Metadata - .XML**
 - g. **Base Level Engineering Report (if applicable) – Word and .PDF**
2. **Correspondence**
 - a. **Letters, transmittals, memoranda, general status reports, queries, SPRs, technical issues, direction by FEMA, and internal communications, routing slips, and notes – Word and .PDF**
3. **Simulations**
 - a. **Model input and output files for all flood frequencies required by the Contract and floodway analysis – Native format**
 - b. **HEC-RAS model archive with input and output files for all flood frequencies required by the MAS and floodway analysis. This includes the base RAS input files, GIS input files (for 2D models), and the computed files (post process output, mapping results, and stored maps). – .ZIP**
 - c. **Readme file explaining contents of each named file - .TXT**
4. **Supplemental Data**
 - a. **Database file(s) and/or spatial files such as high-water mark data for model calibration – Native format**
 - b. **Zone A backup files – Native format**
 - c. **Any additional Hydraulics data collected for use in the preparation of this Flood Risk Project – Format as received**
5. **Spatial Files**
 - a. **FIRM Database files as described in the FIRM Database Technical Reference Table 2 - .SHP/.PGDB/.FGDB/.GML**

Note that the submitted FIRM Database files must match the model output with respect to floodplain boundaries, cross sections, and water surface elevations and their precision. Unlike in the regulatory data submittals, floodplain boundaries and cross sections should not be cartographically modified, and the data may not necessarily agree exactly with the regulatory FIRM, FIRM Database, flood profiles, and Floodway Data Tables.

Note also that Hydraulics data submitted for Base Level Engineering may not include all FIRM Database files listed in the FIRM Database Technical Reference Table 2.

6. Validation

- a. **Any review documents and/or checklists used during the validation of Hydraulic Data Capture submittals – Word/.XLS/.XLSX/.PDF**

7. QA/QC Files

- a. **Contractor’s QA/QC Summary Report**
- b. **Written response to any comments resulting from the independent QA/QC review.**

If data is changed as a result of the independent QA/QC review, the deliverables must be updated and resubmitted to the MIP (if applicable) and NeDNR.

G. INDEPENDENT QA/QC OF HYDRAULICS DATA

NeDNR will perform an impartial review of the technical, scientific, and other information submitted by the Contractor specific to the hydraulic analyses to ensure that the data and modeling are consistent with FEMA standards and standard engineering practice and are sufficient to prepare the Flood Insurance Rate Map (FIRM). This work shall include, at a minimum, the activities listed below. The Contractor will be responsible for addressing all review comments, and resubmitting for further reviews until approved.

- Review the submittal for technical and regulatory adequacy, completeness of required information, and supporting data and documentation. The technical review is to focus on the following:
 - Use of acceptable model(s).
 - Use of appropriate methodology(ies).
 - Starting water surface elevations.
 - Manning’s “n” values.
 - Flood discharges.
 - Tie-in to upstream and downstream neighboring studies.
 - Calibration of model(s), where high-water marks are available.
 - Floodplain boundaries for the 1% and 0.2% annual chance events.
- Verify the data was submitted under the applicable folders in the MIP.
- Maintain an archive of all data submitted for hydraulic modeling review. (All supporting data must be retained for three years from the date a funding recipient submits its final expenditure report to FEMA. Once the study is effective, submit all relevant data to the FEMA library.)

Hydraulic Model Review Process:

- The Contractor shall develop 0.2% model (or 1% plus model if flow values are higher) for one watershed.
 - The Contractor shall review their model prior to submittal to NeDNR for review.
 - Submit to NeDNR for review.
 - Address review comments.
 - Submit to NeDNR for final review.
 - Address any remaining comments.
- The Contractor shall develop 0.2% models (or 1% plus models if flow values are higher) for remaining watersheds.
 - The Contractor shall review all models prior to submittal to NeDNR for review.
 - Submit to NeDNR for review.
 - Address review comments.
 - Submit to NeDNR for final review.
 - Address any remaining comments.
- The Contractor shall develop 1% model.
 - The Contractor shall review all models prior to submittal to NeDNR for review.
 - Submit to NeDNR for review.
 - Address review comments.
 - Submit to NeDNR for final review.
 - Address any remaining comments.
- The Contractor shall develop models for the remaining recurrence intervals (10%, 4%, 2%, 1% plus (0.2% if 1% plus flows are higher)).
 - The Contractor shall review all models prior to submittal to NeDNR for review.
 - Submit all models to NeDNR for review.
 - Address review comments.
 - Submit to NeDNR for final review.
 - Address any remaining comments.

Deliverables:

The Contractor shall make the following products available to NeDNR for review:

1. **All input and output files from HEC-RAS and/or GIS for hydraulic modeling of the 10%, 4%, 2%, 1%, "1% plus" and 0.2% annual chance events.**

2. Hydraulic Report.

3. Review Responses & Submittal.

- a. **The Contractor shall provide written responses to any comments resulting from the independent QA/QC review. NeDNR shall submit any documents related to independent reviews of Hydraulics Data Capture submittals to the MIP.**

NeDNR prioritizes reviews as they are submitted. If multiple project tasks or models are submitted simultaneously project reviews may be delayed. The Contractor shall allow 30 working days for NeDNR to return review comments for the Develop Hydraulic Data task. The Contractor shall allow for a minimum of two reviews to occur when preparing the project schedule.

Upon completion of the Hydraulic Modeling NeDNR will also complete reviews on the database files. NeDNR prioritizes these reviews as they are submitted, therefore reviews may be delayed if multiple submittals occur simultaneously. To account for this uncertainty, the Contractor shall allow 20 working days for NeDNR to return review comments on the Hydraulic Databases. The Contractor shall allow for a minimum of two reviews to occur when preparing the project schedule.

H. PERFORM FLOODPLAIN MAPPING

The Contactor shall delineate the 1% and 0.2% annual chance floodplain boundaries and any other applicable elements for the flooding sources for which hydrologic and hydraulic analyses were performed. The Contractor shall incorporate all new or revised hydrologic and hydraulic modeling and shall use the topographic data acquired under Develop Topographic Data (to be provided by NeDNR) to delineate the floodplain on a digital work map.

Table 3. Summary of Floodplain Mapping

Study Area	Method	Total Square Miles	Mapping Type	Topographic Data Source
Hat	HEC-RAS v. 6.5 (or later) 2D	810	2D BLE	LiDAR
Angostura Reservoir	HEC-RAS v. 6.5 (or later) 2D	100	2D BLE	LiDAR
Upper White	HEC-RAS v. 6.5 (or later) 2D	899	2D BLE	LiDAR
Little White	HEC-RAS v. 6.5 (or later) 2D	80	2D BLE	LiDAR
Niobrara Headwaters	HEC-RAS v. 6.5 (or later) 2D	1,481	2D BLE	LiDAR
Snake	HEC-RAS v. 6.5 (or later) 2D	861	2D BLE	LiDAR

Floodplain Editing:

Floodplain boundary clean-up work needs to occur to produce FEMA compliant floodplain boundaries. There are multiple options for how the mapping and clean-up can be accomplished, however, care should be exercised in the amount of clean-up that occurs, especially if using automated methods. Use of a process/mode that differs from those listed below shall be discussed with the project team at NeDNR and agreed upon before proceeding with task work. All floodplain boundaries shall be mapped on the terrain provided by NeDNR for the project.

Please review **Appendix B. 2-Dimensional Base Level Engineering Guidance**, for specific guidance regarding floodplain boundary editing considerations, including:

- Water Surface Rendering Mode
- Upstream Modeling Limits
- Dams
- Additional Revisions

The amount of floodplain boundary editing shall be limited to prevent unnecessary changes to the various grids that will be used to create flood risk products in the future. NeDNR does not generalize or smooth floodplain boundaries to allow for better alignment with flood risk products.

The Contractor shall meet with NeDNR to discuss the benefits and limitations of the editing techniques and the project team shall decide on the most appropriate method to be applied prior to the Contractor completing this processing. Floodplains shall be connected across roads and other features not considered in the analysis. Floodplain boundaries shall be prepared in accordance with Zone A mapping standards.

Standards:

All floodplain mapping work shall be performed in accordance with the standards specified in **Section N. Standards**. The Contractor will perform self-certification audits for the Floodplain Boundary Standards for all flood hazard areas.

Deliverables:

The Contractor shall produce items listed in the Floodplain Mapping Data Capture section within the most currently dated "Technical Reference: Data Capture" document. Upon completion of floodplain mapping for all flooding sources in this project, the Contractor shall make the following products available to FEMA by uploading the digital data to the MIP in accordance with the schedule outlined in **Section O. Schedule**.

1. Task Documentation

- a. **Draft FIS Report – Word and .PDF**
- b. **FIS Tables - .MDB/.XLS/.XLSX/.DBF**
- c. **FIS text overflow for Principal Flood Problems and Special Considerations (if necessary) - .TXT**

- d. **Project Narrative – Word**
 - e. **Certification of Completeness (if applicable) - .PDF**
 - f. **Floodplain Metadata - .XML**
- 2. Correspondence**
- a. **Letters, transmittals, memoranda, general status reports, queries, technical issues, direction by FEMA, and internal communications – Word and .PDF**
- 3. Spatial Files**
- a. **FIRM Database files as described in the FIRM Database Technical Reference Table 2 - .SHP/.GDB/.fGDB/.GML**
- 4. Validation**
- a. **Any review documents and/or checklists used during the validation of Floodplain Mapping Data Capture submittals – Word/.XLS/.XLSX/.PDF**
- 5. QA/QC Files**
- a. **Contractor’s QA/QC Summary Report**
 - b. **Written response to any comments resulting from the independent QA/QC review.**

If data is changed as a result of the independent QA/QC review, the deliverables must be updated and resubmitted to the MIP (if applicable) and NeDNR.

I. INDEPENDENT QA/QC OF FLOODPLAIN MAPPING DATA

NeDNR shall perform an impartial review of the floodplain mapping submitted by the Contractor under Floodplain Mapping to ensure that the results of the analyses performed are accurately represented. This work shall include, at a minimum, the activities listed below.

Please note, FEMA will also be performing periodic audits and overall study/project management to ensure study quality. The Contractor will be responsible for addressing any and all comments resulting from independent QC, including resubmittal.

- Review the floodplain boundaries tie-in to neighboring studies.
- Review the database files to ensure the data were prepared in accordance with FEMA standards.
- Review the metadata files to ensure the data includes all required information shown in the NFIP Metadata Profiles Specification. This can be found with FEMA’s Flood Risk Templates and Other Resources.
- Review that effective LOMCs for all affected communities on the FIRM are included.

- Verify the data was submitted under the applicable GEOGRAPHIC FOOTPRINT folders on the MIP.

Floodplain Boundary Review Process:

- The 0.2% floodplain boundary shall be edited and provided to NeDNR for review, along with the model and associated documentation.
- All comments shall be addressed by the Contractor and resubmitted for NeDNR review until NeDNR approves the boundary.
- Upon completion of the 0.2% annual chance floodplain boundary the same process shall be followed for the 1% annual chance floodplain boundary, again, submitting the boundary for review until NeDNR approves the 1% annual chance floodplain boundary.
 - The Contractor shall ensure the 1% annual chance boundary does not extend outside of the 0.2% annual chance floodplain boundary.
- Upon completion of the 1% annual chance floodplain boundary the boundaries for all other recurrence intervals shall be reviewed for reasonableness and edited if required.

Deliverables:

The Contractor shall make the following products available to NeDNR for review:

- 1. Floodplain boundaries for the 1% and 0.2% annual chance events.**
- 2. Draft Database files related to the Floodplain Mapping task.**
- 3. Draft FIS Report.**
- 4. Review Responses & Submittal.**
 - a. The Contractor shall provide written responses to any comments resulting from the independent QA/QC review. NeDNR shall submit any documents related to independent reviews of Floodplain Mapping Data Capture submittals to the MIP.**

NeDNR prioritizes reviews as they are submitted. If multiple project tasks or models are submitted simultaneously project reviews may be delayed. The Contractor shall allow 30 working days for NeDNR to return review comments for the Perform Floodplain Mapping task. The Contractor shall allow for a minimum of two reviews to occur when preparing the project schedule.

Upon completion of the Floodplain Mapping task NeDNR will also complete reviews on the database files. NeDNR prioritizes these reviews as they are submitted, therefore reviews may be delayed if multiple submittals occur simultaneously. To account for this uncertainty, the Contractor shall allow 20 working days for NeDNR to return review comments on the Floodplain Mapping Databases. The Contractor shall allow for a minimum of two reviews to occur when preparing the project schedule.

J. DRAFT FIRM DATABASE

The Contractor shall prepare the database in accordance FEMA standards and guidance, including all relevant Technical Reference documents, for upload to the MIP. The Contractor is responsible for confirming and/or obtaining any revised or updated guidance from NeDNR. NeDNR will coordinate with the Regional Service Center (RSC) to complete and submit the Key Decision Point (KDP) 2 form prior to Quality Review (QR) 1. Prior to QR3, project(s) must also be submitted to the RSC for the SID 507 review. The Contractor shall coordinate with appropriate Mapping Partners, as necessary, to resolve any problems that are identified during development of the FIRM Database.

The FIRM Database Table Summary in Table 4. are the schema for BLE that will be delivered. These layers are necessary to allow BLE results to be viewed in FEMA’s draft data viewer.

Table 4. Draft FIRM Database Schema

FIRM Table Name	Table Type	Table Description	
S_BFE	Spatial	Location and attributes for Base Flood Elevations lines shown on FIRM.	Either the BFE or XS table must be submitted to provided water surface elevations
S_Fld_Haz_Ar	Spatial	Location and attributes for flood insurance risk zones on the FIRM.	Required
S_Fld_Haz_Ln	Spatial	Location and attributes for boundaries of flood insurance risk zones on the FIRM.	Required
S_Gen_Struct	Spatial	Location and attributes for flood control structures shown on the flood profile and FIRM.	Not required
S_Levee	Spatial	The centerline location of the levee system comprised of embankments, floodwalls, and closure structures designed and constructed in accordance with sound engineering practices to contain, control, or divert the flow of water to reduce flood hazards from temporary flooding.	Not required

FIRM Table Name	Table Type	Table Description	
S_Profil_BasLn	Spatial	Location and attributes for profile baseline and stream centerline features for the Flood Risk Project area.	Not required
S_Submittal_Info	Spatial	Location of areas updated in this Flood Risk Project along with attributes associated with each submittal.	Required
S_XS	Spatial	Location and attributes for cross section lines in the area covered by the FIRM. This layer must contain all cross sections in a model, not just the lettered cross sections.	Either the BFE or XS table must be submitted to provided water surface elevations
L_XS_Elev	Lookup	Information about the hydraulic model at each mapped cross section and those cross sections referenced in the FIS Report Floodway Data Tables . This table is used to generate the Floodway Data Tables and contains lettered cross sections.	Not required

Standards:

All FIRM Database work shall be performed in accordance with the standards specified in **Section N. Standards**. In addition, the appropriate QR activity shall be performed.

Deliverables:

The Contractor shall make the following products available to FEMA by uploading the digital data to the MIP:

1. **KDP 2 form.**
2. **FIRM Database Draft Metadata - .XML**
3. **FIRM database files, prepared in accordance with FEMA standards and in the required format(s).**
4. **Validation**
 - a. **Any review documents and/or checklists used during the validation of Floodplain Mapping Data Capture submittals – Word/.XLS/.XLSX/.PDF**
5. **Independent QA/QC**
 - a. **Any documents related to independent reviews of Draft FIRM Database Data Capture submittals (if applicable) – Word/.XLS/.XLSX/.PDF**

K. INDEPENDENT QA/QC OF DRAFT FIRM DATABASE

Upon completion of the floodplain mapping activities, NeDNR shall perform an independent review of the Draft FIRM spatial database to determine if it meets current FEMA database specifications. The Contractor shall coordinate with other entities, as necessary, to resolve any problems identified during this QA/QC review.

This work shall ensure that the requirements below are met.

- Draft FIRM database is in a GIS file and database format as specified in FEMA standards and conform to those specifications for content and attribution.
- Draft FIRM database files are in one of the database formats specified in FEMA standards and conform to those specifications for content and attribution.
- Perform any needed updates to the CNMS database for the project area of interest. All CNMS updates shall be submitted to NeDNR for inclusion in the statewide CNMS update.

Standards:

All FIRM Database Development work shall be performed in accordance with the standards specified in **Section N. Standards**.

Deliverables:

The Contractor shall make the following products available to FEMA by uploading the digital data to the MIP, in accordance with the schedule outlined in **Section O. Schedule**.

- 1. A Summary Report that describes the findings of the QA/QC review noting any deficiencies in, or agreeing with, the mapping results and the results of all automated or manual QA/QC steps taken during the independent QA/QC review.**
- 2. Recommendations to resolve any problems that are identified during the independent QA/QC review.**
- 3. If the data changed during the QA/QC process, then the updated deliverables from Floodplain Mapping and Redelineation will be resubmitted at this time.**

L. TECHNICAL AND ADMINISTRATIVE SUPPORT DATA SUBMITTAL

The project team members for this Flood Risk Project responsible for completing activities in this Contract will comply with the data submittal requirements. These are summarized below and in appropriate guidance.

Submit all supporting documentation for the activities in this Contract per FEMA standards and requirements. Include a Flood Elevation Determination Docket (FEDD) folder. Make submittals to the appropriate PTS for a review of required materials. The Contractor will respond to requests from FEMA or its contractors for more information. It will also make sure that the TSDN includes all required documents.

If any issues arise that could affect the completion of an activity within the proposed scope or budget, the Contractor shall complete and submit to NeDNR a Special Problem Report (SPR) as soon as possible after the issue is identified. The SPR describes the issue and proposes possible resolutions. For additional information on SPRs please consult NeDNR.

Information supporting FEMA standards and requirements regarding the TSDN and FEDD file may be found in the Data Capture Technical Reference and other associated guidance documents.

Table 5. TSDN Section Mapping Activities

Mapping Activities	TSDN Sections											
	Change Requests	Telephone Conversation Reports	Meeting Minutes/ Reports	General Correspondence	Hydrologic Analyses	Engineering Analyses	Hydraulic Analyses	Key to Cross-Section Labeling	Key to Transect Labeling	Draft FIS Report	Mapping Information	Miscellaneous Reference Information
Develop Hydrologic Data	X	X	X	X	X	X	X	X	X	X		X
Independent QA/QC of Hydrologic Data	X	X	X	X	X		X	X	X	X		X
Develop Hydraulics Data	X	X	X	X	X	X	X	X	X	X	X	X
Independent QA/QC of Hydraulics Data	X	X	X	X	X		X	X	X	X		X
Perform Floodplain Mapping	X	X	X	X	X		X	X	X		X	X
Independent QA/QC of Floodplain Mapping Data	X	X	X	X	X		X	X	X		X	X

M. PERIOD OF PERFORMANCE

The mapping activities outlined in this contract will be completed as specified in the Contract. The mapping activities may be terminated at the option of FEMA, NeDNR or the Contractor. If these mapping activities are terminated, all products produced to date must be submitted and uploaded onto the MIP (if applicable) and the remaining funds, provided by FEMA for this contract, from uncompleted activities will be returned to FEMA.

N. STANDARDS

The standards relevant to this project are found in FEMA Policy 204-078-1 Standards for Flood Risk Analysis and Mapping Revision 14.

This Policy supersedes all previous standards in the Guidelines and Specifications for Flood Hazard Mapping Partners. This includes all related appendices and procedure memoranda. Find more information and links to guidance documents, technical references, templates, and other resources that support these standards on the FEMA Guidelines and Standards website. This is at: Guidelines and Standards for Flood Risk Analysis and Mapping Activities Under the Risk MAP Program. FEMA reviews standards each year. Please use the most current version of the policy.

For any studies with Floodplain Mapping Data Capture tasks, the Contractor will perform self-certification audits to confirm compliance with the required Floodplain Boundary Standards (FBS) for all flood hazard areas. All FIRM database work will comply with applicable standards and requirements specified in the FIRM Data Technical Reference and other related documents. You can find these at "Guidelines and Standards for Flood Risk Analysis and Mapping Activities Under the Risk MAP Program." All studies must also pass the required automated and visual national QRs before the distribution of Preliminary or effective copies of the FIS report, SOMA letters, FIRM panels or FIRM database.

For studies producing BLE, the data must be submitted in the database format specified in latest version of the FIRM Database Technical Reference. Any deviations from the technical reference requires an approved exemption request from both the FEMA regional and headquarters project officer.

NeDNR, the contractor, and their subcontractors must comply with the regulations in Chapter 44 of the Code of Federal Regulations (CFR), specifically CFR Parts 65, 66 and 67. They must also comply with the appropriate year CTP Notice of Funding Opportunity (NOFO) and Agreement Articles. For this project, the appropriate CTP NOFO is FY2024. NeDNR and the Contractor will also coordinate with their FEMA Regional Office to determine if any additional requirements must be met.

O. SCHEDULE

The activities documented in this contract shall be completed in accordance with Table 6 through Table 11, which will drive the schedule within NeDNR's Smartsheet project management sheets and the MIP. If changes to this schedule are required, the Contractor shall coordinate with NeDNR, FEMA, and the PMT in a timely manner.

Table 6. Project Activities Schedule Hat HUC-8

Task	Project/Study	Budget	Baseline Start Date	Baseline End Date
NeDNR	Develop Topographic Data	N/A		
NeDNR	Acquire Base Map	N/A		
Task 1	Develop Hydrology Data			
NeDNR	Independent QA/QC of Hydrology Data	N/A		
Task 2	Develop Hydraulics Data			
NeDNR	Independent QA/QC of Hydraulic Data	N/A		
Task 3	Perform Floodplain Mapping			
NeDNR	Independent QA/QC of Floodplain Mapping	N/A		
Task 4	Develop Draft FIRM Database			
NeDNR	Independent QA/QC of Draft FIRM Database	N/A		
Total:				

Table 7. Project Activities Schedule Angostura Reservoir HUC-8

Task	Project/Study	Budget	Baseline Start Date	Baseline End Date
NeDNR	Develop Topographic Data	N/A		
NeDNR	Acquire Base Map	N/A		
Task 1	Develop Hydrology Data			
NeDNR	Independent QA/QC of Hydrology Data	N/A		
Task 2	Develop Hydraulics Data			
NeDNR	Independent QA/QC of Hydraulic Data	N/A		
Task 3	Perform Floodplain Mapping			
NeDNR	Independent QA/QC of Floodplain Mapping	N/A		
Task 4	Develop Draft FIRM Database			
NeDNR	Independent QA/QC of Draft FIRM Database	N/A		
Total:				

Table 8. Project Activities Schedule Upper White HUC-8

Task	Project/Study	Budget	Baseline Start Date	Baseline End Date
NeDNR	Develop Topographic Data	N/A		
NeDNR	Acquire Base Map	N/A		
Task 1	Develop Hydrology Data			
NeDNR	Independent QA/QC of Hydrology Data	N/A		
Task 2	Develop Hydraulics Data			
NeDNR	Independent QA/QC of Hydraulic Data	N/A		
Task 3	Perform Floodplain Mapping			
NeDNR	Independent QA/QC of Floodplain Mapping	N/A		
Task 4	Develop Draft FIRM Database			
NeDNR	Independent QA/QC of Draft FIRM Database	N/A		
Total:				

Table 9. Project Activities Schedule Lower White HUC-8

Task	Project/Study	Budget	Baseline Start Date	Baseline End Date
NeDNR	Develop Topographic Data	N/A		
NeDNR	Acquire Base Map	N/A		
Task 1	Develop Hydrology Data			
NeDNR	Independent QA/QC of Hydrology Data	N/A		
Task 2	Develop Hydraulics Data			
NeDNR	Independent QA/QC of Hydraulic Data	N/A		
Task 3	Perform Floodplain Mapping			
NeDNR	Independent QA/QC of Floodplain Mapping	N/A		
Task 4	Develop Draft FIRM Database			
NeDNR	Independent QA/QC of Draft FIRM Database	N/A		
	Total:			

Table 10. Project Activities Schedule Niobrara Headwaters HUC-8

Task	Project/Study	Budget	Baseline Start Date	Baseline End Date
NeDNR	Develop Topographic Data	N/A		
NeDNR	Acquire Base Map	N/A		
Task 1	Develop Hydrology Data			
NeDNR	Independent QA/QC of Hydrology Data	N/A		
Task 2	Develop Hydraulics Data			
NeDNR	Independent QA/QC of Hydraulic Data	N/A		
Task 3	Perform Floodplain Mapping			
NeDNR	Independent QA/QC of Floodplain Mapping	N/A		
Task 4	Develop Draft FIRM Database			
NeDNR	Independent QA/QC of Draft FIRM Database	N/A		
	Total:			

Table 11. Project Activities Schedule Snake HUC-8

Task	Project/Study	Budget	Baseline Start Date	Baseline End Date
NeDNR	Develop Topographic Data	N/A		
NeDNR	Acquire Base Map	N/A		
Task 1	Develop Hydrology Data			
NeDNR	Independent QA/QC of Hydrology Data	N/A		
Task 2	Develop Hydraulics Data			
NeDNR	Independent QA/QC of Hydraulic Data	N/A		
Task 3	Perform Floodplain Mapping			
NeDNR	Independent QA/QC of Floodplain Mapping	N/A		
Task 4	Develop Draft FIRM Database			
NeDNR	Independent QA/QC of Draft FIRM Database	N/A		
	Total:			

P. INVOICING AND PROGRESS REPORTS

Invoicing and progress reports will be submitted to NeDNR by the 25th day of each month for the prior month's work. Progress reports must include for each task:

- Reporting Period
- Work Completed during the Reporting Period
- Work Planned for Next Period
- Information or Action Needed from NeDNR
- Project Risk Identification, Impact and Solution Strategy
- Project Reporting Table, include the following for each task:
 - Percent Completion
 - Actual Start Date
 - Actual End Date
 - Baseline Start Date
 - Baseline End Date
 - Budget
 - Budget Expended this Period
 - Budget Expended to Date
 - Budget Remaining

The progress report must be accompanied by an invoice that matches the amount expended for the reporting period for each task.

APPENDIX A.

Subbasin Breakdown for Cheyenne, White, and Niobrara (Phase 1) HUC-6 Watersheds

HUC-6 Name (HUC-6 Number)	HUC-8 Name (HUC-8 Number)	HUC-10 Number	HUC-10 Name	Model Number	HUC-12 Number	HUC-12 Name	Area (Square Miles)	Model Size (Square Miles)			
Cheyenne (101201)	Hat (10120108)	1012010801	Indian Creek	1	101201080101 101201080103	Middle Creek - Indian Creek S-Bar Creek - Indian Creek	62.05 58.27	120.33			
				2	101201080102 101201080104 101201080105	Brush Creek Oat Creek Alkali Creek - Indian Creek	47.21 29.78 56.37				
					3	101201080106	Camp Creek - Indian Creek		57.90		
		1012010802	Hat Creek	4	101201080201 101201080202	Sowbelly Creek Warbonnet Creek	44.01 47.27	91.28			
					5	101201080203 101201080204 101201080205 101201080208	Boggy Creek-Hat Creek Squaw Creek Jim Creek Warbonnet Creek-Hat Creek (upper portion)		50.01 34.12 36.20 16.67		
				6		101201080206 101201080207 101201080208	Antelope Creek Whitehead Creek Warbonnet Creek-Hat Creek (lower portion)	63.79 30.54 22.65	116.99		
		1012010803	Outlet Hat Creek	7	101201080301 101201080302 101201080303 101201080304	Long Branch Creek Long Branch Creek-Hat Creek North Fork Duck Creek Duck Creek	43.26 46.01 19.88 43.70	152.84			
		Angostura Reservoir (10120106)	1012010604	Horsehead Creek	8	101201060401 101201060402 101201060404	Medicine Creek-Horsehead Creek Duck Creek-Horsehead Creek Wayside Butte-Horsehead Creek		44.29 27.92 27.90	100.10	
		White (101402)	Upper White (10140201)	1014020101	Soldier Creek-White River	9	101402010101 101402010102 101402010103 101402010104	Headwaters White River Hile Creek-White River Kyle Creek-White River Deep Creek-White River	42.18 23.08 22.36 39.01		126.64
							10	101402010105 101402010106 101402010107 101402010108 101402010201 101402010203	Dead Mans Creek Middle Fork Soldier Creek Soldier Creek Charcoal Creek-White River Bozle Creek Cherry Creek-White River (upper portion)	20.85 15.00 44.14 22.99 15.09 13.38	
	11							101402010202 101402010203 101402010207	Squaw Creek Cherry Creek-White River (lower portion) Hooker Creek-White River	42.91 7.85 27.19	
								12	101402010204 101402010205 101402010206	Little Cottonwood Creek Old White School-Spring Creek Sand Creek-Little Cottonwood Creek	
1014020102	Little Cottonwood Creek-White River										

HUC-6 Name (HUC-6 Number)	HUC-8 Name (HUC-8 Number)	HUC-10 Number	HUC-10 Name	Model Number	HUC-12 Number	HUC-12 Name	Area (Square Miles)	Model Size (Square Miles)
White (101402) Continued	Upper White (10140201) Continued	1014020103	Big Cottonwood Creek	13	101402010301	Dirty Creek	16.55	113.41
					101402010302	Headwaters Big Cottonwood Creek	18.95	
					101402010303	Dry Creek	23.11	
					101402010304	Outlet Big Cottonwood Creek	54.81	
		1014020104	Lone Tree Creek	14	101402010401	Headwaters Lone Tree Creek	39.53	122.51
					101402010402	Messenger Creek	16.99	
	1014020105	Chadron Creek-White River	15	101402010403	Peterson Creek	20.58	100.38	
				101402010404	Bull Creek	15.38		
				101402010405	Palmer Creek-Lone Tree Creek	30.03		
				101402010501	Ash Creek	47.98		
1014020105	Chadron Creek-White River	16	101402010502	Indian Creek	22.94	139.71		
			101402010503	Whitney Lake-White River	23.62			
			101402010504	Fox Reservoir-White River (upper portion)	5.84			
			101402010505	Trunk Butte Creek	29.47			
Lower White (10140203)	1014020303	Spring Creek-Little White River	17	101402010506	Chadron Creek	55.77	79.88	
				101402010507	Fox Reservoir-White River (lower portion)	20.29		
				101402030307	Hay Creek	26.67		
				101402030308	Cody Lake	19.23		
				101402030309	Upper Spring Creek	33.98		
Niobrara (101500)	Niobrara Headwaters (10150002)	1015000201	Duck Creek	18	101500020101	North Duck Creek	34.59	116.24
					101500020102	Upper Duck Creek	50.39	
					101500020102	Lower Duck Creek	31.26	
		1015000202	Silver Springs Creek-Niobrara River	19	101500020201	Shelton Peak-Niobrara River	45.80	143.03
					101500020202	Upper Silver Springs Creek	38.67	
					101500020204	Lower Silver Springs Creek	20.94	
					101500020205	Quinn Creek-Niobrara River	37.63	
		1015000203	Van Tassell Creek-Niobrara River	20	101500020203	Chimney Rock	36.86	78.34
					101500020206	Dean Reservoir Number 1-Niobrara River	41.48	
		1015000203	Van Tassell Creek-Niobrara River	21	101500020301	Upper Van Tassell Creek	32.16	125.84
101500020302	Lower Van Tassell Creek				51.26			
101500020303	McMaster Reservoir-Niobrara River				36.64			
101500020307	Lakotah Canal-Niobrara River (upper portion)				5.78			
1015000203	Van Tassell Creek-Niobrara River	22	101500020304	101500020304	24.37	126.42		
			101500020305	Town of Harrison	41.68			
			101500020306	Parsons Reservoir	30.02			
			101500020307	Lakotah Canal-Niobrara River (lower portion)	30.36			

HUC-6 Name (HUC-6 Number)	HUC-8 Name (HUC-8 Number)	HUC-10 Number	HUC-10 Name	Model Number	HUC-12 Number	HUC-12 Name	Area (Square Miles)	Model Size (Square Miles)		
Niobrara (101500) Continued	Niobrara Headwaters (10150002) Continued	1015000204	Nichols Canyon-Niobrara River	23	101500020401	Nichols Canyon	49.16	108.25		
					101500020402	101500020402	59.08			
				24	101500020403	Lone Sand Hill	66.49	121.19		
					101500020404	101500020404-Niobrara River	54.70			
			1015000205	Whistle Creek-Niobrara River	25	101500020501	Mount Edna	46.03	96.76	
					101500020502	Panhandle School	50.73			
						26	101500020503	Coyote Springs Creek	63.95	144.83
							101500020504	Headwaters Whistle Creek	35.68	
					101500020505	Outlet Whistle Creek	45.20			
					27	101500020506	101500020506	36.73	95.43	
						101500020507	Harris Neece Canal-Niobrara River	58.70		
			1015000206	Barngrover Creek-Niobrara River	28	101500020601	Headwaters Barngrover Creek	39.02	141.87	
						101500020602	Outlet Barngrover Creek	30.10		
						101500020603	101500020603	29.32		
						101500020604	Mentlen Ditch-Niobrara River	43.42		
				29	101500020605	Gregg Lake-Niobrara River	52.32	94.54		
					101500020606	Dooley Spring-Niobrara River	42.22			
				30	101500020607	Belmont Cemetery-Niobrara River	38.01	88.78		
					101500020608	Willow Creek-Niobrara River	50.77			
		Snake (10150005)	1015000501	Clifford Creek	31	101500050102	Billys Lake	53.80	197.60	
						101500050103	Rat Lake	25.66		
				101500050104	Headwaters Clifford Creek	21.53				
				101500050105	Outlet Clifford Creek	59.35				
				101500050203	North Valley-Snake River	37.28				
	1015000502		Headwaters Snake River	32	101500050101	Petes Lake	18.33	116.89		
							101500050202			Big Lake-Snake River
			1015000501	Clifford Creek		101500050201	Headwaters Snake River	37.30		
	1015000503	Boardman Creek	33	101500050301	Headwaters Boardman Creek	31.92	137.76			
						101500050302		101500050302	29.48	
				101500050303	Outlet Boardman Creek	35.10				
	1015000505	Outlet Snake River		101500050501	School Section Flat	41.26				
	1015000504	Steer Creek	34	101500050401	Upper Steer Creek	28.29	154.78			
						101500050402		Moon Lake	40.92	
						101500050403		Schoolhouse Lake	33.52	
						101500050404		Middle Steer Creek	52.06	
			35	101500050405	Lower Steer Creek	51.69	51.69			

HUC-6 Name (HUC-6 Number)	HUC-8 Name (HUC-8 Number)	HUC-10 Number	HUC-10 Name	Model Number	HUC-12 Number	HUC-12 Name	Area (Square Miles)	Model Size (Square Miles)
Niobrara (101500) Continued	Snake (10150005) Continued	1015000505	Outlet Snake River	36	101500050502	Indian Hill-Snake River	45.91	100.42
					101500050503	Horseshoe Bend Pond-Snake River	54.50	
				37	101500050504	Tombstone Valley	39.79	86.07
					101500050505	Merritt Reservoir-Snake River	46.28	
38	101500050506	Outlet Snake River	16.22	16.22				

