

**State of Nebraska (State Purchasing Bureau)  
REQUEST FOR PROPOSAL FOR  
CONTRACTUAL SERVICES FORM**

RETURN TO:  
State Purchasing Bureau  
301 Centennial Mall South, 1st Fl  
Lincoln, Nebraska 68508  
OR  
P.O. Box 94847  
Lincoln, Nebraska 68509-4847  
Phone: 402-471-2401  
Fax: 402-471-2089

SOLICITATION NUMBER	RELEASE DATE
<b>RFP 3596Z1</b>	<b>March 18, 2011</b>
OPENING DATE AND TIME	PROCUREMENT CONTACT
<b>April 28, 2011 2:00 p.m. Central Time</b>	<b>Julie Dabydeen</b>

This form is part of the specification package and must be signed and returned, along with proposal documents, by the opening date and time specified.

**PLEASE READ CAREFULLY!**

**SCOPE OF SERVICE**

The State of Nebraska, Administrative Services (AS), Materiel Division, Purchasing Bureau, is issuing this Request for Proposal, RFP Number 3596Z1 for the purpose of selecting a qualified contractor to provide Family Navigator/Family Peer Support Services.

Written questions are due no later than April 1, 2011, and should be submitted via e-mail to [matpurch.dasmat@nebraska.gov](mailto:matpurch.dasmat@nebraska.gov). Written questions may also be sent by facsimile to (402) 471-2089.

Bidder should submit one (1) original and five (5) copies of the entire proposal. In the event of any inconsistencies among the proposals, the language contained in the original proposal shall govern. Proposals must be submitted by the proposal due date and time.

PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS REQUEST FOR PROPOSAL TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

1. Sealed proposals must be received in State Purchasing by the date and time of proposal opening indicated above. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.
2. This form "REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" MUST be manually signed, in ink, and returned by the proposal opening date and time along with bidder's proposal and any other requirements as specified in the Request for Proposal in order to be considered for an award.
3. It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows:  
<http://www.das.state.ne.us/materiel/purchasing/>
4. It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3, and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the contractor's bid or in the final contract.

**BIDDER MUST COMPLETE THE FOLLOWING**

By signing this Request For Proposal For Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions (see Section III) and certifies bidder maintains a drug free work place environment.

FIRM: \_\_\_\_\_

COMPLETE ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

TYPED NAME & TITLE OF SIGNER: \_\_\_\_\_

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## GLOSSARY OF TERMS

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

**ACCESS Nebraska:** A Department of Health and Human Services web-based tool to find and apply online for Nebraska public assistance benefits.

**Addendum:** Something added or deleted.

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

**Agent:** A person authorized by a superior or organization to act on their behalf.

**Amend:** To alter or change by adding, subtracting, or substituting. A contract can be amended only by the parties participating in the contract. A written contract can only be amended in writing.

**Amendment:** Written correction or alteration.

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

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

**Behavioral Health Disorder:** Mental illness or alcoholism, drug misuse, problem gambling, or other addictive disorders.

**Behavioral Health Services:** Services, including, but not limited to, consumer-provided services, support services, inpatient and outpatient services, and residential and nonresidential services, provided for the prevention, diagnosis, and treatment of behavioral health disorders and the rehabilitation and recovery of persons with behavioral health disorders.

**Best and Final Offer (BAFO):** A second-stage bid in a public procurement for services.

**Best Practices:** Most often is used to describe guidelines or practices driven more by clinical wisdom, guild organizations, or other consensus approaches that may not necessarily include systematic use of available research evidence.

**Bid:** The executed document submitted by a bidder in response to a Request for Proposal.

**Bid Bond:** A bond given by a surety on behalf of the bidder to ensure that the bidder will enter into the contract as bid and is retained by the State from the date of the bid opening to the date of contract signing.

**Bidder:** Any person or entity submitting a competitive bid response to a solicitation.

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

**Business Day:** Any weekday, excepting public holidays.

**Calendar Day:** Every day shown on the calendar; Saturdays, Sundays and State/Federal holidays included. Not to be confused with “Work Day”.

**Child and Family Services Review (CFSR):** The federal government’s review of state child welfare systems. The CFSR examines the delivery of all child welfare services including child protective services, foster care, adoption, family preservation and family support, and independent living. The CFSR looks at the outcomes for children, youth, and families in three main areas: safety, permanency and well-being.

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

**Community-Based Behavioral Health Services or Community-Based Services:** Behavioral health services that are not provided at a Regional center.

**Competition:** The process by which two or more vendors vie to secure the business of a purchaser by offering the most favorable terms as to price, quality, delivery and/or service.

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

**Consumer:** An individual who is utilizing substance use disorder, mental health, gambling, or other addiction services from certified/licensed professionals. For the purposes of a child, consumer means the individual who is utilizing behavioral health services and includes members of the child’s family. (For the purposes of this document, ‘consumer’ also includes and families utilizing Family Navigator Services and Family Peer Support Services).

**Contract:** An agreement between two or more persons to perform a specific act or acts.

**Contract Administration:** The Management of various facets of contracts to assure that the contractors total performance is in accordance with the contractual commitments and obligations to the purchaser are fulfilled.

**Contract Management:** Includes reviewing and approving of changes, executing renewals, handling disciplinary actions, adding additional users, and any other form of action that could change the contract.

**Contractor:** Any person or entity that supplies goods and/or services.

**Conversion Period:** A period of time not to exceed six (6) months, during which the State converts to a new Operating System under “Conversion” as per this RFP.

**Co-Occurring:** At least one mental health disorder experienced simultaneously with an alcohol and/or drug use disorder or gambling disorder.

**Copyright:** A grant to a writer/artist that recognizes sole authorship/creation of a work and protects the creator’s interest(s) therein.

**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.

**Crisis:** An acute emotional upset arising from situational, developmental or social sources and resulting in a temporary inability to cope by means of one’s usual problem solving devices.

**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.

**Cultural Competence:** An integrated pattern of human behavior, which includes but is not limited to thought, communication, languages, beliefs, values, practices, customs, courtesies, rituals, manners of interacting, roles, relationships, and expected behaviors of a racial, ethnic, religious, social, or political group, and the ability to transmit the above to succeeding generations. The capacity of an organization and its personnel to communicate effectively and convey information in a manner that is easily understood by diverse audiences.

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

**Department:** Nebraska Department of Health and Human Services (DHHS).

**Deviation:** Any proposed change(s) or alteration(s) to either the contractual language or deliverables within the scope of this Request for Proposal.

**Diagnostic Statistical Manual (DSM):** The most current edition of the Diagnostic and Statistical Manual of Mental Disorders as published by the American Psychiatric Association.

**Division:** Division of Behavioral Health (DBH).

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

**Early Intervention:** A process for recognizing warning signs that individuals are at risk for mental health problems and taking early action against factors that put them at risk. Early intervention can help children get better more quickly and prevent problems from becoming worse.

**Evaluation Committee:** A committee (or committees) appointed by the requesting agency that advises and assists the procuring office in the evaluation of proposals.

**Evaluation of Proposal:** The process of examining a proposal after opening to determine the bidder’s responsibility, responsiveness to requirements, and to ascertain other characteristics of the proposal that relate to determination of the successful bidder.

**Extension:** A provision, or exercise of a provision, of a contract that allows a continuance of the contract (at the option of the State of Nebraska) for an additional time according to contract conditions. Not to be confused with “Renewals.”

**Family-Centered Practice:** For the purpose of children’s services, a way of working with families, both formally and informally, across service systems to enhance their capacity to care for and protect their children. It focuses on the individualized needs and welfare of children within the context of their families and communities. Family-centered practice is a team approach that recognizes the strengths of family relationships and builds on these strengths to achieve optimal outcomes. Family is defined broadly to include birth, blended, kinship, and foster and adoptive families.

**Family Driven:** Families have a primary decision making role in the care of their own children as well as the policies and procedures governing care for all children in their community, state, tribe, territory and nation. This includes choosing supports, services and providers, setting goals, participating in the development of programs and monitoring of outcomes, partnering in funding decisions and identifying best strategies to promote the mental health and well being of children and youth.

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

**Foreign Corporation:** A foreign corporation is a corporation that was formed (i.e. incorporated) in another state but transacting business in Nebraska pursuant to a certificate of authority issued by the Nebraska Secretary of State.

**Installation Date:** The date when the procedures described in “Installation by Contractor, and Installation by State”, as found in the RFP, are completed.

**Late Proposal:** A proposal received at the place specified in the solicitation after the date and time designated for all proposals to be received.

**Licensed Software:** Any and all software and documentation by which the State acquires or is granted any rights under the contract.

**Linguistic Competence:** The capacity of an organization and its personnel to communicate effectively and convey information in a manner that is easily understood by diverse audiences including persons of limited English proficiency, those who have low literacy skills or are not literate, and individuals with disabilities. This may include the use of bilingual staff, interpretation services, assistive technology, etc.

**Mandatory:** Required, compulsory or obligatory.

**May:** Denotes discretion.

**Module:** A collection of routines and data structures that perform a specific function of the Licensed Software.

**Must:** Denotes the imperative, required, compulsory or obligatory.

**National Outcome Measures System (NOMS):** A key component of SAMHSA’s data strategy that contains ten domains addressing mental health and substance abuse treatment and substance abuse prevention, developed to establish performance targets. These domains are designed to embody

meaningful, real life outcomes for people who are striving to attain and sustain recovery; build resilience; and work, learn, live and participate fully in their communities.

**Opening Date:** Specified date and time for the public opening of received, labeled and sealed formal proposals. Not to be confused with “Release Date”.

**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:** Acquiring computing or related services from a source outside of the State of Nebraska which may include programming and/or executing the State’s Licensed Software on the State’s CPU’s, programming, and/or executing the State’s programs and Licensed Software on the contractor’s CPU’s or any mix thereof.

**Outsourcing Company:** A company that provides Outsourcing Services under contract to the State.

**Performance Bond:** A bond given by a surety on behalf of the contractor to ensure the timely and proper (in sole estimation of the State) performance of a contract.

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

**Peer Support:** Persons with behavioral health disorders as defined by Nebraska law meeting as equals with others with similar issues to give them the benefit of their lived experiences to help them resolve those issues.

**Post Adoption:** The period of time beginning when the adoption has been finalized by the court.

**Post Guardianship:** The period of time beginning when the court has appointed an adult to be the legal guardian of a minor.

**Pre-Proposal Conference:** A meeting scheduled for the purpose of providing clarification regarding a Request for Proposal and related expectations.

**Product:** A module, a system, or any other software-related item provided by the contractor to the State.

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

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

**Project:** The total of all software, documentation, and services to be provided by the contractor under this contract.

**Proposal:** The executed document submitted by a bidder in response to a Request for Proposal.

**Proprietary Information:** Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and 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) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

**Protest:** A complaint about a governmental action or decision related to a Request for Proposal or the resultant contract, brought by a prospective bidder, a bidder, a contractor, or other interested party to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

**Public Behavioral Health System:** The statewide array of behavioral health services for children and adults provided by the public sector or private sector and supported in whole or in part with funding received and administered by the Department, including behavioral health services provided under the medical assistance program.

**Public Proposal Opening:** The process of opening proposals, conducted at the time and place specified in the Request for Proposal, and in the presence of anyone who wishes to attend.

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

**Referral:** Suggest and/or offer information and/or access to care for individuals who are in need of treatment for mental illness and/or substance abuse.

**Regional Behavioral Health Authority:** The regional administrative entity responsibility for each behavioral health region.

**Release Date:** Date of release of the Request for Proposal to the public for submission of proposal responses. Not to be confused with "Opening Date".

**Renewal:** Continuance of a contract for an additional term after a formal signing by the parties.

**Representative:** Includes an agent, an officer of a corporation or association, a trustee, executor or administrator of an estate, or any other person legally empowered to act for another.

**Request for Proposal (RFP):** All documents, whether attached or incorporated by reference, utilized for soliciting competitive proposals.

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

**Responsive Bidder:** A bidder who has submitted a bid which conforms in all respects to the solicitation document.

**Substance Abuse and Mental Health Services Administration (SAMHSA):** The national branch of the Department of Health and Human Services that works to improve the quality and availability of substance abuse prevention, alcohol and drug addiction treatment, and mental health services.

**Screening:** The act or work of a person in quickly assessing the severity of mental illness and/or substance use to identify the appropriate level of treatment and/or services needed by an individual; screening can be done through an interview and/or self-report.

**Screening Instruments:** Typically a brief measure to determine a client's level of need for treatment.

**Severe Emotional Disorder:** (pursuant to section 1912 of the Public Health Service Act)

A child or youth who:

1. Whose age ranges from birth up to age 18, however, for purpose of transition into adult services, the youth may be age 18 to 20;
2. Who has a mental illness and/or substance abuse disorder diagnosable under the current edition of the Diagnostic and Statistical Manual of Mental Disorders published by the American Psychiatric Association;
3. Whose condition must be persistent in that it has existed for one year or longer, or is likely to endure for one year or longer; and
4. Whose mental illness results in functional impairments in two or more of the following areas:
5.
  - a. Self-care at an appropriate developmental level,
  - b. Developmentally appropriate perception and expressive language,
  - c. Learning, and
  - d. Self-direction, including developmentally appropriate behavioral controls, decision-making, judgment, and value systems.

**Shall:** Denotes the imperative, required, compulsory or obligatory.

**Should:** Indicates an expectation.

**Solicitation:** The process of notifying prospective bidders or offerors that the State of Nebraska wishes to receive proposals for furnishing services. The process may consist of public advertising, posting notices, or mailing Request for Proposals and/or Request for Proposal announcement letter to prospective bidders, or all of these.

**Solicitation Document:** Request for Proposal.

**Specifications:** The information provided by or on behalf of the contractor that fully describes the capabilities and functionality of the Licensed Software as set forth in any material provided by the contractor, including the documentation and User's Manuals described herein.

**Strength-Based:** An ongoing approach that identifies the positive resources and abilities that an individual and/or family possesses. These strengths are then built upon by developing strategies to address the identified needs in order to achieve a defined outcome.

**Substance Abuse:** A pattern of substance use leading to significant impairment in functioning; abuse of substances which have significant mood or perception changing capacities; which are likely to be physiologically or psychologically addictive; and the continued use of which has a high potential for negative social consequences.

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

**System of Care:** A system of care is a method of addressing children's mental health needs. It is developed on the premise that the mental health community needs of children, adolescents, and their families can be met within their home, school and community environments. These systems are also developed around the principles of being child-centered, family-driven, strengths-based, and culturally competent, and involving interagency collaboration.

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

**Trademark:** A distinguishing sign, symbol, mark, word, or arrangement of words in the form of a label or other indication, that is adopted and used by a manufacturer or distributor to designate its particular goods and which no other person has the legal right to use.

**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, 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)).

**Trauma-Informed Services:** Services that are informed about and sensitive to, trauma related issues present in survivors; but they need not be specifically designed to treat symptoms or syndromes related to sexual or physical abuse or other trauma. A 'trauma-informed' system is one in which all components of a given service system have been reconsidered and evaluated in the light of a basic understanding of the role that violence plays in the lives of people seeking mental health and addictions services. A 'trauma informed' system uses that understanding to design service systems that accommodate the vulnerabilities of trauma survivors and allows services to be delivered in a way that will avoid re-traumatization and will facilitate consumer participation in treatment. It also requires, to the extent possible, closely knit collaborative relationships with other public sector service systems serving these clients and the local network.

**Treatment:** A therapy, modality, psychosocial and/or pharmacologic intervention, or other technique used to alleviate or prevent a substance abuse or co-occurring condition, with the goal being relief of symptoms, changes in behavior leading to improved functioning, and personal growth.

**Upgrade:** Any improvement or change in the Software that improves or alters its basic function.

**Vendor:** An actual or potential contractor; a contractor.

**Will:** Denotes the imperative, required, compulsory or obligatory.

**WRAP:** A Wellness Recovery Action Plan, developed by Mary Ellen Copeland, is a simple self-help system for identifying personal resources and then using those resources to stay well and help and individual when they are feeling badly.

**I. SCOPE OF THE REQUEST FOR PROPOSAL**

The State of Nebraska, Administrative Services (AS), Materiel Division, Purchasing Bureau (hereafter known as State Purchasing Bureau), is issuing this Request for Proposal, RFP Number 3596Z1 for the purpose of selecting a qualified contractor to provide Family Navigator/Family Peer Support Services. Family Navigator/Family Peer Support Services total funding for this contract shall not exceed \$866,047 with a maximum spending authority for fiscal year 2011 (contract period July 1, 2011-June 30, 2012). The awarded bidder must provide all services required of this RFP for the duration of the contract period regardless of costs expended beyond reimbursable contract amount. A contract resulting from this Request for Proposal will be issued for a period of one (1) year effective July 1, 2011 through June 30, 2012, with the option to renew for four (4) additional one (1) year periods as mutually agreed upon by all parties.

**ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT:** <http://www.das.state.ne.us/materiel/purchasing/rfp.htm>

**A. SCHEDULE OF EVENTS**

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

	<b>ACTIVITY</b>	<b>DATE/TIME</b>
1.	Release Request for Proposal	March 18, 2011
2.	Last day to submit written questions	April 1, 2011
3.	State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: <a href="http://www.das.state.ne.us/materiel/purchasing/rfp.htm">http://www.das.state.ne.us/materiel/purchasing/rfp.htm</a>	April 8, 2011
4.	Last day to submit "Letter of Intent To Bid"	April 14, 2011
5.	Proposal opening Location: Nebraska State Office Building State Purchasing Bureau 301 Centennial Mall South, Mall Level Lincoln, NE 68508	April 28, 2011 2:00 PM Central Time
6.	Review for conformance of mandatory requirements	April 28, 2011
7.	Evaluation period	April 29 – May 20, 2011
8.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
9.	Post "Letter of Intent to Contract" to Internet at: <a href="http://www.dhhs.ne.gov/beh/mh/childmh.htm">http://www.dhhs.ne.gov/beh/mh/childmh.htm</a> and/or <a href="http://www.das.state.ne.us/materiel/purchasing/rfp.htm">http://www.das.state.ne.us/materiel/purchasing/rfp.htm</a>	May 23, 2011
10.	Contract award	May 31, 2011
11.	Contractor start date	July 1, 2011

## II. PROCUREMENT PROCEDURES

### A. PROCURING OFFICE AND CONTACT PERSON

Procurement responsibilities related to this Request for Proposal reside with the State Purchasing Bureau. The point of contact for the procurement is as follows:

Name: Julie Dabydeen  
Agency: State Purchasing Bureau  
Address: 301 Centennial Mall South, Mall Level  
Lincoln, NE 68508

OR

Address: P.O. Box 94847  
Lincoln, NE 68509  
Telephone: 402-471-2401  
Facsimile: 402-471-2089  
E-Mail: [matpurch.dasmat@nebraska.gov](mailto:matpurch.dasmat@nebraska.gov)

### B. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from qualified vendors who will be responsible for providing Family Navigator/Family Peer Support Services at a competitive and reasonable cost. Proposals that do not conform to the mandatory items as indicated in the Request for Proposal will not be considered.

Proposals shall conform to all instructions, conditions, and requirements included in the Request for Proposal. Prospective bidders are expected to carefully examine all documentation, schedules and requirements stipulated in this Request for Proposal, and respond to each requirement in the format prescribed.

A fixed-price contract will be awarded as a result of this proposal. In addition to the provisions of this Request for Proposal and the awarded proposal, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.

### C. COMMUNICATION WITH STATE STAFF

From the date the Request for Proposal is issued until a determination is announced regarding the selection of the contractor, contact regarding this project between potential contractors and individuals employed by the State is restricted to only written communication with the staff designated above as the point of contact for this Request for Proposal.

Once a contractor is preliminarily selected, as documented in the intent to contract, that contractor is restricted from communicating with State staff until a contract is signed. Violation of this condition may be considered sufficient cause to reject a contractor's proposal and/or selection irrespective of any other condition.

The following exceptions to these restrictions are permitted:

1. written communication with the person(s) designated as the point(s) of contact for this Request for Proposal or procurement;
2. contacts made pursuant to any pre-existing contracts or obligations; and

3. state-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract.

Violations of these conditions may be considered sufficient cause to reject a bidder's proposal and/or selection irrespective of any other condition. No individual member of the State, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this Request for Proposal. The buyer will issue any clarifications or opinions regarding this Request for Proposal in writing.

**D. NOTIFICATION OF INTENT TO BID**

Bidders should hand deliver, return by facsimile, e-mail or delivery by US mail the "Notification of Intent to Bid Form" that accompanies this document (see Form B) to the contact person shown on the cover page of the Request For Proposal Form. This form should be filled out in its entirety and returned no later than the date shown in the Schedule of Events.

It is preferred that Form B, Notification of Intent To Bid, be sent via e-mail to [matpurch.dasmat@nebraska.gov](mailto:matpurch.dasmat@nebraska.gov), but may be hand delivered, sent via facsimile to 402-471-2089 or delivery by US mail.

A list of vendors who submitted a Notification of Intent to Bid will be provided through an addendum to be posted on the Internet at <http://www.das.state.ne.us/materiel/purchasing/rfp.htm> on or after the date shown in the Schedule of Events.

**E. WRITTEN QUESTIONS AND ANSWERS**

Any explanation desired by a bidder regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to the State Purchasing Bureau and clearly marked "RFP Number 3596Z1; Family Navigator/Family Peer Support Services Questions". It is preferred that questions be sent via e-mail to [matpurch.dasmat@nebraska.gov](mailto:matpurch.dasmat@nebraska.gov). Questions may also be sent by facsimile to 402-471-2089, but must include a cover sheet clearly indicating that the transmission is to the attention of Julie Dabydeen, showing the total number of pages transmitted, and clearly marked "RFP Number 3596Z1; Family Navigator/Family Peer Support Services Questions".

Written answers will be provided through an addendum to be posted on the Internet at <http://www.das.state.ne.us/materiel/purchasing/rfp.htm> on or before the date shown in the Schedule of Events.

**F. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS**

The Evaluation Committee(s) may conclude after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required in order to determine the successful bidder. All bidders may not have an opportunity to interview/present and/or give demonstrations; the State reserves the right to select only the top scoring bidders to present/give oral interviews in its sole discretion. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Technical and Cost Proposals. The presentation process will allow the bidders to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Bidders' key personnel may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Bidders shall not be allowed to alter or amend their proposals. Only representatives of the State and the presenting bidders will be permitted to attend the oral interviews/presentations and/or demonstrations.

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

Detailed notes of oral interviews/presentations and/or demonstrations may be recorded and supplemental information (such as briefing charts, et cetera) may be accepted; however, such supplemental information shall not be considered an amendment to a bidders' proposal. Additional written information gathered in this manner shall not constitute replacement of proposal contents.

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.

**G. SUBMISSION OF PROPOSALS**

The following describes the requirements related to proposal submission, proposal handling and review by the State.

To facilitate the proposal evaluation process, one (1) original, clearly identified as such, and five (5) copies of the entire proposal should be submitted. The copy marked "original" shall take precedence over any other copies, should there be a discrepancy. Proposals must be submitted by the proposal due date and time. A separate sheet must be provided that clearly states which sections have been submitted as proprietary or have copyrighted materials. All proprietary information the bidder wishes the State to withhold must be submitted in accordance with the instructions outlined in Section III, Proprietary Information. Proposal responses should include the completed Form A, Bidder Contact Sheet. Proposals must reference the request for proposal number and be sent to the specified address. Container(s) utilized for original documents should be clearly marked "ORIGINAL DOCUMENTS". Please note that the address label should appear as specified in Section II part A on the face of each container or bidder's bid response packet. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. If a recipient phone number is required for delivery purposes, 402-471-2401 should be used. The request for proposal number must be included in all correspondence.

Emphasis should be concentrated on conformance to the Request for Proposal instructions, responsiveness to requirements, completeness and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming, it is likely that points will be lost in the evaluation process. Elaborate and lengthy proposals are neither necessary nor desired.

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

**H. PROPOSAL OPENING**

The sealed proposals will be publicly opened and the bidding entities announced on the date, time and location shown in the Schedule of Events. Proposals will be available for viewing by those present after the proposal opening. Vendors may also contact the State to schedule an appointment for viewing proposals after the opening date.

**I. LATE PROPOSALS**

Proposals received after the time and date of the proposal opening will be considered late proposals. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. The State is not responsible for proposals that are late or lost due to mail service inadequacies, traffic or any other reason(s).

**J. REJECTION OF PROPOSALS**

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

**K. EVALUATION OF PROPOSALS**

All responses to this Request for Proposal which fulfill all mandatory requirements will be evaluated. Each category will have a maximum possible point potential. The State will conduct a fair, impartial and comprehensive evaluation of all proposals in accordance with the criteria set forth below. Areas that will be addressed and scored during the evaluation include:

1. Executive Summary;
2. Corporate Overview shall 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 Request for Proposal;
  - b. the character, integrity, reputation, judgment, experience and efficiency of the bidder;
  - c. whether the bidder can perform the contract within the specified time frame;
  - d. the quality of bidder performance on prior contracts;
  - e. such other information that may be secured and that has a bearing on the decision to award the contract;
3. Technical Approach; and
4. Cost Proposal.

Evaluation criteria will become public information at the time of the Request for Proposal opening. Evaluation criteria and a list of respondents will be posted to the State Purchasing Bureau website at <http://www.das.state.ne.us/materiel/purchasing/rfp.htm> Evaluation criteria will not be released prior to the proposal opening.

**L. EVALUATION COMMITTEE**

Proposals will be independently evaluated by members of the Evaluation Committee(s). The committee(s) will consist of staff with the appropriate expertise to conduct such proposal evaluations. Names of the members of the Evaluation Committee(s) will not become public information.

Prior to award, bidders are advised that only the point of contact indicated on the front cover of this Request For Proposal For Contractual Services Form can clarify issues or render any opinion regarding this Request for Proposal. No individual member of the State, employee of the State or member of the Evaluation Committee(s) is empowered to make binding statements regarding this Request for Proposal.

**M. MANDATORY REQUIREMENTS**

The proposals will first be examined to determine if all mandatory requirements listed below have been addressed to warrant further evaluation. Proposals not meeting mandatory requirements will be excluded from further evaluation. The mandatory requirement items are as follows:

1. signed Request For Proposal For Contractual Services form;
2. Executive Summary;
3. Corporate Overview;
4. Technical Approach; and
5. Cost Proposal.

**N. REFERENCE CHECKS**

The State reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that are identified by the company in the proposal, those indicated through the explicitly specified contacts, those that are identified during the review of the proposal, or those that result from communication with other entities involved with similar projects.

Information to be requested and evaluated from references may include, but is not limited to, some or all of the following: project description and background, job performed, functional and technical abilities, communication skills and timeliness, cost and schedule estimates and accuracy, problems (poor quality deliverables, contract disputes, work stoppages, et cetera), overall performance, and whether or not the reference would rehire the firm or individual. Only top scoring bidders may receive reference checks and negative references may eliminate bidders from consideration for award.

**O. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS**

All bidders are expected to comply with any statutory registration requirements. It is the responsibility of the bidder who is the recipient of an Intent to Award to comply with any statutory registration requirements pertaining to types of business entities (e.g. a foreign or Nebraska corporation, non-resident contractor, limited partnership, or other type of business entity). The bidder who is the recipient of Intent to Award will be required to certify that it has so complied and produce a true and exact copy of its registration certificate, or, in the case registration is not required, to provide the reason as to why none is required. This must be accomplished prior to the award of contract.

**P. VIOLATION OF TERMS AND CONDITIONS**

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

1. rejection of a bidder's proposal;
2. suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

### III. TERMS AND CONDITIONS

By signing the "Request For Proposal For Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions and certifies bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a bidder may indicate any exceptions to the Terms and Conditions by (1) clearly identifying the term or condition by subsection, (2) including an explanation for the bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a bidder's proposal.

#### A. GENERAL

Accept  
& Initial

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

1. the signed Request For Proposal form;
2. the original Request for Proposal document;
3. any Request for Proposal addenda and/or amendments to include questions and answers;
4. the contractor's proposal;
5. any contract amendments, in order of significance; and
6. contract award.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) the contract award, 2) contract amendments with the latest dated amendment having the highest priority, 3) Request for Proposal addenda and/or amendments with the latest dated amendment having the highest priority, 4) the original Request for Proposal, 5) the signed Request For Proposal form, 6) the contractor's proposal.

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

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

#### B. AWARD

Accept  
& Initial

All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The Request for Proposal does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

By submitting a proposal in response to this Request for Proposal, 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.

Once an intent to award decision has been determined, it will be posted to the Internet at:

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

Grievance and protest procedure is available on the Internet at:

<http://www.das.state.ne.us/materiel/purchasing/agencycommoditiesprocurementmanual/ProtestGrievanceProcedureForCommodities&Services.doc>

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

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

Accept  
& Initial

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

**D. PERMITS, REGULATIONS, LAWS**

Accept  
& Initial

The contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of the contract. The contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders and regulations.

**E. OWNERSHIP OF INFORMATION AND DATA**

Accept  
& Initial

The State of Nebraska shall have the unlimited right to publish, duplicate, use and disclose all information and data developed or derived by the contractor pursuant to this contract.

The contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks and copyrights that are in any way involved in the contract. It shall be the responsibility of the contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

**F. INSURANCE REQUIREMENTS**

Accept  
& Initial

The contractor shall not commence work under this contract until he or she has obtained all the insurance required hereunder and such insurance has been approved by the State. The contractor shall not allow any subcontractor to commence work on his or her subcontract until all similar insurance required of the subcontractor has been obtained and approved by the State (or contractor). Approval of the insurance by the State shall not limit, relieve or decrease the liability of the contractor hereunder.

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

**1. WORKERS' COMPENSATION INSURANCE**

The contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

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

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

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability coverage. The policy shall include the State, and others as required by the Contract Documents, as an Additional Insured. This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles.

**3. INSURANCE COVERAGE AMOUNTS REQUIRED**

**a. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY**

Coverage A	Statutory
Coverage B	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

**b. COMMERCIAL GENERAL LIABILITY**

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 any one person
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$5,000 any one person

**c. COMMERCIAL AUTOMOBILE LIABILITY**

Bodily Injury/Property Damage	\$1,000,000 combined single limit
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**d. UMBRELLA/EXCESS LIABILITY**

Over Primary Insurance

\$1,000,000 per occurrence

**4. EVIDENCE OF COVERAGE**

The contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements, which State Purchasing will submit to Administrative Services, Risk Management Division, 301 Centennial Mall S, 1<sup>st</sup> Fl, Lincoln, NE 68508 (facsimile 402-471-2800). These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration and amounts and types of coverage afforded. If the State is damaged by the failure of the contractor to maintain such insurance, then the contractor shall be responsible for all reasonable costs properly attributable thereto.

Notice of cancellation of any required insurance policy must be submitted to Administrative Services Risk Management when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

**G. COOPERATION WITH OTHER CONTRACTORS**

Accept  
& Initial

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

1. The State reserves the right to award the contract jointly between two or more potential contractors, if such an arrangement is in the best interest of the State.
2. The contractor shall agree to cooperate with such other contractors, and shall not commit or permit any act which may interfere with the performance of work by any other contractor.

**H. INDEPENDENT CONTRACTOR**

Accept  
& Initial

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The contractor's employees and other persons engaged in work or services required by the contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the contractor, its officers or its agents) shall in no way be the responsibility of the State. The contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay or retirement benefits.

**I. CONTRACTOR RESPONSIBILITY**

Accept  
& Initial

The contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the contractor's proposal, and the resulting contract. The contractor shall be the sole point of contact regarding all contractual matters.

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

State. Following execution of the contract, the contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

**J. CONTRACTOR PERSONNEL**

Accept  
& Initial

The contractor warrants that all persons assigned to the project shall be employees of the contractor or specified subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the contractor to fulfill the terms of the contract shall remain under the sole direction and control of the contractor. The contractor shall include a similar provision in any contract with any subcontractor selected to perform work on the project.

Personnel commitments made in the contractor's proposal shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

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

In respect to its employees, the contractor agrees to be responsible for the following:

1. any and all employment taxes and/or other payroll withholding;
2. any and all vehicles used by the contractor's employees, including all insurance required by state law;
3. damages incurred by contractor's employees within the scope of their duties under the contract;
4. maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and
5. determining the hours to be worked and the duties to be performed by the contractor's employees.

Notice of cancellation of any required insurance policy must be submitted to the State when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

**K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION**

Accept  
& Initial

The contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

**L. CONFLICT OF INTEREST**

Accept  
& Initial

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

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

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

**M. PROPOSAL PREPARATION COSTS**

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

Accept  
& Initial

**N. ERRORS AND OMISSIONS**

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

Accept  
& Initial

**O. BEGINNING OF WORK**

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

Accept  
& Initial

**P. ASSIGNMENT BY THE STATE**

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

Accept  
& Initial

**Q. ASSIGNMENT BY THE CONTRACTOR**

The contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

Accept  
& Initial

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

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

Accept  
& Initial

**S. GOVERNING LAW**

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The contractor must be in compliance with all Nebraska statutory and regulatory law.

Accept  
& Initial

**T. ATTORNEY'S FEES**

In the event of any litigation, appeal or other legal action to enforce any provision of the contract, the contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

Accept  
& Initial

**U. ADVERTISING**

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

Accept  
& Initial

**V. STATE PROPERTY**

Accept  
& Initial

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

**W. SITE RULES AND REGULATIONS**

Accept  
& Initial

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

**X. NOTIFICATION**

Accept  
& Initial

During the bid process, all communication between the State and a bidder shall be between the bidder's representative clearly noted in its proposal and the buyer noted in Section II, A. Procuring Office and Contact Person of this RFP. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder should provide in its proposal the name, title and complete address of its designee to receive notices.

1. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.
2. Whenever the contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

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.

For the duration of the contract, all communication between contractor and the State regarding the contract shall take place between the contractor and individuals specified by the State in writing. Communication about the contract between contractor and individuals not designated as points of contact by the State is strictly forbidden.

**Y. EARLY TERMINATION**

The contract may be terminated as follows:

Accept  
& Initial

1. The State and the contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon 30 days written notice to the contractor. Such termination shall not relieve the contractor of warranty or other service obligations incurred under the terms of the contract. In the event of cancellation the contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
  - a. if directed to do so by statute;
  - b. contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
  - c. a trustee or receiver of the contractor or of any substantial part of the contractor's assets has been appointed by a court;
  - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its contractor, its employees, officers, directors or shareholders;
  - e. an involuntary proceeding has been commenced by any party against the contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) days; or (ii) the contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the contractor has been decreed or adjudged a debtor;
  - f. a voluntary petition has been filed by the contractor under any of the chapters of Title 11 of the United States Code;
  - g. contractor intentionally discloses confidential information;
  - h. contractor has or announces it will discontinue support of the deliverable;
  - i. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau.

**Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS**

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the contractor written notice thirty (30) days prior to the effective date of any termination, and advise the contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the contractor be paid for a loss of anticipated profit.

Accept  
& Initial

**AA. BREACH BY CONTRACTOR**

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Accept  
& Initial

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

**BB. ASSURANCES BEFORE BREACH**

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Accept  
& Initial

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal/resulting contract, upon written notice from the State, the contractor shall deliver assurances in the form of additional contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

**CC. RETAINAGE**

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Accept  
& Initial

The State may withhold up to five percent (5%) of each payment due as retainage. The entire retainage amount will be payable upon successful completion of the project. Upon completion of the project, the contractor will invoice the State for any outstanding work and for the retainage. The State may reject the final invoice by identifying the specific reasons for such rejection in writing to the contractor within 45 calendar days of receipt of the final invoice. Otherwise, the project will be deemed accepted and the State will release the final payment and retainage in accordance with the contract payment terms.

**DD. FORCE MAJEURE**

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Accept  
& Initial

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the contractor. To obtain release based on a Force Majeure Event, the contractor shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

**EE. PROHIBITION AGAINST ADVANCE PAYMENT**

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Accept  
& Initial

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

**FF. PAYMENT**

Accept  
& Initial

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

**GG. INVOICES**

Accept  
& Initial

Invoices for payments must be submitted by the contractor to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

**HH. AUDIT REQUIREMENTS**

Accept  
& Initial

All contractor books, records and documents relating to work performed or monies received under the contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by the State. These records shall be maintained for a period of five (5) full years from the date of final payment, or until all issues related to an audit, litigation or other action are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles.

In addition to, and in no way in limitation of any obligation in the contract, the contractor shall agree that it will be held liable for any State audit exceptions, and shall return to the State all payments made under the contract for which an exception has been taken or which has been disallowed because of such an exception. The contractor agrees to correct immediately any material weakness or condition reported to the State in the course of an audit.

**II. TAXES**

Accept  
& Initial

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

**JJ. INSPECTION AND APPROVAL**

Accept  
& Initial

Final inspection and approval of all work required under the contract shall be performed by the designated State officials. The State and/or its authorized representatives shall have the right to enter any premises where the contractor or subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

**KK. CHANGES IN SCOPE/CHANGE ORDERS**

Accept  
& Initial

The State may, at any time with written notice to the contractor, make changes within the general scope of the contract. Changes in scope shall only be conducted with the written approval of the State's designee as so defined by the State from time to time. (The State retains the right to employ the services of a third party to perform any change order(s)).

The State may, at any time work is in progress, by written order, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The contractor shall not claim forfeiture of contract by reasons of such changes by the State. Changes in work and the amount of compensation to be paid to the contractor for any extra work so ordered shall be determined in accordance with the applicable unit prices of the contractor's proposal.

Corrections of any deliverable services or performance of work required pursuant to the contract shall not be deemed a modification requiring a change order.

**LL. SEVERABILITY**

Accept  
& Initial

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 particular provision held to be invalid.

**MM. CONFIDENTIALITY**

Accept  
& Initial

All materials and information provided by the State or acquired by the contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the contractor on behalf of the State shall be handled in accordance with Federal and State Law, and ethical standards. The contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a contractor; contractor shall notify the State immediately of said breach and take immediate corrective action.

It is incumbent upon the contractor to inform its 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 to contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a contractor, 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.

**NN. PROPRIETARY INFORMATION**

Accept  
& Initial

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal. The separate package must be clearly marked PROPRIETARY on the outside of the package. Bidders may not mark their entire Request for Proposal as proprietary. Bidder's cost proposals may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named

competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

**OO. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING**

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Accept  
& Initial

By submission of this proposal, the bidder certifies, that he or she is the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

**PP. PRICES**

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Accept  
& Initial

All prices, costs, terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made (and for bidder receiving award prices shall remain as bid for the duration of the contract unless otherwise so stated in the contract) or the Request for Proposal is cancelled.

Contractor represents and warrants that all prices for services, now or subsequently specified are as low as and no higher than prices which the contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the contractor may charge under the terms of the contract, do not and will not violate any existing federal, state or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

**QQ. BEST AND FINAL OFFER**

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Accept  
& Initial

The State will compile the final scores for all parts of each proposal. The award may be granted to the highest scoring responsive and responsible bidder. Alternatively, the highest scoring bidder or bidders may be requested to submit best and final offers. If best and final offers are requested by the State and submitted by the bidder, they will be evaluated (using the stated criteria), scored and ranked by the Evaluation Committee. The award will then be

granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

**RR. ETHICS IN PUBLIC CONTRACTING**

Accept  
& Initial

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator or employee based on the understanding that the receiving person's vote, actions or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the State Purchasing Bureau.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

If the bidder is found to be in non-compliance with this section of the Request for Proposal, they may forfeit the contract if awarded to them or be disqualified from the selection process.

**SS. INDEMNIFICATION**

Accept  
& Initial

**1. GENERAL**

The contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") 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 ("the claims"), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the contractor, its employees, subcontractors, consultants, representatives, and agents, except to the extent such contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

**2. INTELLECTUAL PROPERTY**

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

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the contractor has indemnified the State, the contractor shall at the contractor's sole cost and expense promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement,

or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the contractor, and the State may receive the remedies provided under this RFP.

**3. PERSONNEL**

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

**TT. NEBRASKA TECHNOLOGY ACCESS STANDARDS**

Accept  
& Initial

Contractor shall review the Nebraska Technology Access Standards, found at <http://www.nitc.state.ne.us/standards/accessibility> and ensure that products and/or services provided under the contract comply with the applicable standards. In the event such standards change during the contractor's performance, the State may create an amendment to the contract to request that contract comply with the changed standard at a cost mutually acceptable to the parties.

**UU. ANTITRUST**

Accept  
& Initial

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

**VV. DISASTER RECOVERY/BACK UP PLAN**

Accept  
& Initial

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

**WW. TIME IS OF THE ESSENCE**

Accept  
& Initial

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the contractor remaining to be performed.

**XX. RECYCLING**

Accept  
& Initial

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

**YY. DRUG POLICY**

Accept  
& Initial

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

**ZZ. NEW EMPLOYEE WORK ELIGIBILITY STATUS**

Accept  
& Initial

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system 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 a newly hired employee.

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us).
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

**AAA. PUBLIC COUNSEL**

Accept  
& Initial

In the event the Contractor provides health and human services to individuals on behalf of DHHS under the terms of this contract, Contractor shall submit to the jurisdiction of the Public Counsel under Neb. Rev. Stat. §§ 81-8,240 through 81-8,254 with respect to the provision of services under this contract. This clause shall not apply to contracts between DHHS and long-term care facilities subject to the jurisdiction of the state long-term care ombudsman pursuant to the Long-Term Care Ombudsman Act.

**BBB. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY**

Accept  
& Initial

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

#### **IV. PROJECT DESCRIPTION AND SCOPE OF WORK**

Bidder must provide a response in the Technical Approach Matrix in Section V.A.4.f. to all requested information as indicated in the following narrative sections, the scope of work and deliverables. Bidder is not required to provide a response other than in the Technical Approach Matrix in Section V.A.4.f.; therefore, references directly below such as “expected to describe”, “expected to demonstrate” and “demonstrate ability” etc. do not have to be responded to in these sections.

##### **A. PROJECT OVERVIEW**

In May 2009, Nebraska Legislature passed LB603, authorizing the creation of a Children’s Behavioral Health Help Line and Family Navigator Services as defined in sections 5-11 of the bill and cited as the Children and Family Behavioral Health Support Act. The declaration of such services provides the framework for this RFP. The Children’s Behavioral Health Help Line and Family Navigator Services were initiated by an RFP in 2009 through a contract with Boys Town which established the Nebraska Family Helpline (herein referred to as ‘Helpline’) and original Family Navigator Services. Separate from this initiative, the State held contracts to local organizations to provide longer term family peer support services. While both programs have demonstrated successes, being hosted by different vendors in many areas caused a disruption in service continuity for the family if referred from the Family Navigator Service to the other Family Peer Support Services. Simultaneously, the State operated an evaluation process pertaining to three services funded by the Act, including the Helpline and the Family Navigator. One recommendation from this process was to consider quality and efficiency improvements which included a recommendation to review the family expressed concerns about the disruption of family support services when being transferred from Family Navigator to longer term peer services. This RFP seeks to continue the Family Navigator Services as well as the longer term Family Peer Support Services, operated by the same vendor(s) to ensure consistency and continuity in service delivery for the benefit of the youth and families.

##### **B. PROJECT ENVIRONMENT**

The Division of Behavioral Health (DBH) is one (1) of six (6) Divisions within the Nebraska Department of Health and Human Services. The Nebraska Behavioral Health System (NBHS) is the public behavioral health system comprised of the Department of Health and Human Services Division of Behavioral Health, Regional Centers in Hastings, Lincoln and Norfolk, six (6) Regions, and providers of Mental Health/Substance Abuse/Problem Gambling (MH/SA/PG) services statewide. These services are provided for the adult and child/youth population who are both clinically and financially eligible for behavioral health services. The Division provides funding, oversight and technical assistance to six (6) Regional Behavioral Health Authorities (Regions). (A map of the Regions is available at <http://www.dhhs.ne.gov/beh/nebhr gb.htm>.) The Regions contract with local agencies to provide community mental health and substance abuse prevention and treatment services. The Gamblers Assistance Program contracts directly with providers of evaluation, prevention, education, outreach and treatment for problem gambling services.

The Division acts as the chief behavioral health authority for the State of Nebraska and directs the administration and coordination of the public behavioral health system, including but not limited to: 1) administration and management of the Division, Regional Centers, and other programs operated by the Division; 2) integration and coordination of the public behavioral health system; 3) comprehensive statewide planning for the provision of a broad array of community-based behavioral health services and continuum of care; 4) coordination and oversight of Regional Behavioral Health Authorities; and 5) promotion of activities in research

and education to improve the quality of behavioral health services, recruitment and retention of behavioral health professionals, and access to behavioral health programs and services.

In 2007, Nebraska Legislature passed LB542, providing for a new strategic direction in the children's behavioral health system. This bill created the Children's Behavioral Health Task Force who produced a document of recommendations and have continued to maintain oversight and leadership until 2012 or until otherwise mandated. In response, the Department of Health and Human Services produced an implementation report, "Creating Change and Providing Hope for Nebraska's Children, Adolescents and Their Families Pursuant to LB 542 (2007)". (This document can be found at: <http://www.dhhs.ne.gov/beh/mh/LB542.pdf>) This document forecasts the intended efforts of DHHS to redirect the provision of services from the most restrictive, high levels of out of home care and increase focus on the least restrictive services, including preventative and early intervention services. This vision is framed by three (3) core values and six (6) guiding principles:

1. Core Values: Child Centered/Family Focused, Cultural/Linguistic Competence, and Community Based
2. Guiding Principles: Assessment, Access for Children/Adolescents and Families, Balanced Array of Services, Utilize Best Practices, Effective Care Coordination/Management and Evaluation, Data Driven Decision Making, and Coordinated Funding Structures

The intent of this plan is to strengthen the systems of care environment to create the most effective, efficient and comprehensive service delivery for children and youth experiencing behavioral health disorders. To this end, DHHS is committed to family centered practice and is creating partnerships to ensure this initiative progresses successfully. The services this RFP intends to contract for demonstrate significant support to the continuation of this plan. The bidder is expected to articulate their understanding of Systems of Care, the DHHS implementation plan, "Creating Change and Providing Hope for Nebraska's Children, Adolescents and Their Families Pursuant to LB 542 (2007)", and describe how their proposal aligns with, supports and strengthens the current system of behavioral health for children, youth and their families. A successful bidder will have utilized the powerful voice of both youth and families in the planning and development of these services as well as demonstrated their commitment to this value by describing their approach to ensuring equal youth and family partnership in the continued project management efforts. The bidder is also expected to demonstrate their understanding of the Substance Abuse and Mental Health Services Administration (SAMHSA) National Outcome Measures (NOMS) as well as the Center for Substance Abuse Prevention (CSAP) six prevention strategies and prevention principles; and how these services will be implemented to strengthen the objective of prevention and recovery oriented care and the application of NOMS to service delivery design, implementation and outcome measurement. In addition, the bidder is expected to demonstrate their understanding of the Child and Family Service Review (CFSR) indicators and describe how the introduction of these services into the children's behavioral health system would support the CFSR goals of safety, permanency and well-being.

### **C. PROJECT REQUIREMENTS**

There are approximately 90,000 families with children/youth experiencing behavioral health challenges in Nebraska. A significant number of these families have adequate services and resources to meet their needs. In calendar year 2010, over 600 families have been referred from the Helpline to Family Navigator Services. And over 1,000 families have been served in local family peer support services.

The Family Navigator Services are expected to provide time limited services to families of youth experiencing an urgent behavioral health situation who have been referred from the Nebraska Family Help Line. The Help Line operates a toll free, single point of access line available 24 hours a day 7 days a week 365 days a year and may provide referrals of callers to the Family Navigator Services at any time throughout the year. The primary target population for the Help Line and thus Family Navigator Services is parents/guardians/primary caregivers of youth experiencing an urgent behavioral health situation. Help Line operators will provide service to the caller which may include making a direct referral to the Family Navigator program. Family Navigator contractor demonstrate the ability to actively partner with the Helpline vendor to ensure smooth referral process and transition of families, secure data transfer of consumer information, continuous quality monitoring to ensure efficient and effective partnership for the benefit of the consumer services.

The Family Navigator/Family Peer Support Services provider will be responsible for demonstrating clinically appropriate training and consultation of staff by appropriate and currently licensed behavioral health professionals; security of confidential consumer information; use of best practices for family driven and culturally/linguistically competent services; development of protocols produced into a decision tree model to ensure consistency, efficiency and effectiveness; identifying the eligibility of consumer for referral to Post Adoption/Guardianship services (Post Adoption/Guardianship services are offered thru 'Right Turn' and the contract is managed by the Division of Children and Family Services for any adoptive parent or guardian that has adopted or taken guardianship of a child who was a ward of the Nebraska DHHS at the time of the adoption finalization or order of guardianship, and who is a party to a subsidized adoption or subsidized guardianship subsidy agreement that currently is in force. This family can be living in or outside of the State of Nebraska.); identification and referral to other appropriate services/hotlines such as the child abuse/neglect hotline or suicide hotlines; quality assurance planning and data management system; measurement of consumer satisfaction; ability to assist families upon request in applying for state assistance via ACCESS Nebraska, and maintaining knowledge and ability to connect and/or refer to appropriate local community based resources statewide. The bidder is expected to demonstrate ability to perform such services. The Family Navigator Services must be made available to the Help Line caller within 24-72 hours from referral by Help Line staff. The target population for the Family Navigator Services is a parent/guardian/primary caretaker, who has a youth experiencing a significant behavioral health crisis, needs additional assistance identifying, locating and connecting to appropriate services. This individual does not need immediate emergency services, but may benefit from a family-driven; strengths based approach to crisis response and collaborative planning to identify the youth and family's needs, strengths and development of a plan of action for pursuing wellness and safety, in addition to the encouragement provided by this peer to peer support. Although long term Family Peer Support Services are also available thru this contract as a referral resource, this Family Navigator Service is intended to be a time limited service of approximately eight (8) contact hours per family over a period of forty-five (45) - sixty (60) days. The fundamental intent of this service is to assist the family in navigating the current community based behavioral health system, helping the youth and family understand their options and make informed decisions, provide information and support, and promote a productive partnership between the youth and family and their choice of professional services when possible or applicable. The Family Navigator (and Family Peer Support Service) must have the ability to assist a consumer upon request in applying for State assistance via ACCESS Nebraska and/or identify possible eligibility for State funded services. In addition, a critical component of this service is the family peer support that empowers the youth and family in learning to navigate the system and utilize formal and informal supports to achieve resiliency and recovery as defined by the youth and family for themselves. This may also include assisting

the youth and family in the development of an immediate safety plan and a WRAP plan for the youth and/or family as well. The bidder is expected to demonstrate ability to perform such services.

While the Family Peer Support Services share many similarities of the Family Navigator Services, this longer term peer support also has variances in supports and programming. The long term Family Peer Support Service is not specifically referred by the Helpline, has no specific requirement to respond to family request within 24-72 hours (although should be timely), and does not have a maximum length of stay, although families may expect to receive services for up to a year, depending on the type. Family Peer Support Services may range from short time service delivery such as immediate service identification and referrals or a time limited parenting class; but may also include longer term mentoring and advocacy services. These services may include a variety of supportive and empowering activities for parents/caregivers/families of a youth experiencing behavioral health (mental health/substance abuse) challenges. This youth and/or family need not be currently enrolled in behavioral health treatment services in order to qualify for these services. The youth may have already utilized formal services, be currently utilizing or be in need of formal treatment services. The youth and family must not be currently involved with the Child Welfare/Juvenile Justice system (voluntary or involuntary), but could be at risk of system involvement, school disruption or out of home placement due to behavioral challenges. If a youth/family becomes under child protective investigation during the provision of family peer support services, the service may continue to be provided until a determination is made of system admission to an open Child Welfare case or not. At such time a case is opened, services funded by this contract must cease. Family Peer Support Services could be available to families after Child Welfare involvement to maintain the safety, well-being and permanency of the youth within the family. However, it must be specified that this Family Peer Support Service target audience is specifically youth and/or families with a youth experiencing challenges related to a mental health and/or substance abuse disorder. Family Navigator/Family Peer Support provider should capture (by family report or health care provider report) the youth's behavioral health diagnosis when possible. This service is not meant to replace services or supports provided by the Child Welfare system and/or its contractors. The bidder is expected to demonstrate understanding of these system differences and ability to determine consumer eligibility as well as ability to provide the services described.

Family Peer Support Services should be designed to provide families with a peer model/mentor, who provides guidance, support, encouragement, education and training to the parent/caregiver/family with regard to interacting with their child/adolescent experiencing behavioral health challenges, interactions with the youth's education and/or treatment provider or other community resources. This peer model/mentor (family peer specialist) engages the parent/caregiver in recognizing the importance of self-care as a vital component of their parenting and their youth and family's overall well-being. The model/mentor will attend (at family request) meetings such as IEP's (Individual Educational Plan meetings at the youth's school), court, with treatment providers or at similar care plan team meetings to support, coach and advocate for the family. A philosophy of collaborative advocacy must be utilized to create the most effective system of care for the youth and family. The bidder is expected to describe the approach to peer advocacy services. A family peer specialist may also help facilitate a parenting class, purposed specifically to empowering parents/caregivers to appropriately address their youth with behavioral health challenges; the family peer specialist may also help facilitate support groups for parents/caregivers, other family members and/or youth. While evidence based programs are strongly encouraged, the bidder should describe any specific programming utilized to perform these services. These Family Peer Support Services must be provided in the most naturalized environment for the youth and family, making some services

available in the family's home, the youth's school as well as in various other community settings at times that are amenable to the youth and family without interrupting the youth's naturally occurring school schedules or family structure. The bidder must detail their ability to ensure Family Peer Support specialist availability to accommodate family needs. Every youth and family receiving Family Peer Support Services must be provided with a clear, structured, measureable and time sensitive Plan of Care within fourteen (14) days of admission to services, developed with the youth and family to assess the strengths, challenges or requested assistance, needs and goals to be addressed and recommended services/supports to be received thru Family Peer Support Services. This Plan of Care must actively be reviewed, no less than once every ninety (90) days and team meeting notes/progress notes must be maintained to document progress towards the youth/family identified goals. Family Peer Support Services are to be provided in face to face settings, although communication may occur by telephone or email, although bidder must recognize and describe ability to ensure any private health information is communicated safely and secured. Billable contacts must be valid, documented implementation of therapeutically valuable services that contribute the progress of the Plan of Care. The fundamental intent of this service is to empower and support youth and their parents/caregivers and families while addressing youth behavioral health challenges by assisting the family in navigating the current community based behavioral health system, helping the youth and family understand their rights and options to make informed decisions, provide information and support that encourage the youth and family reach their goals, promote youth and family driven care by empowering personal voice and self-determination, promote a productive partnership between the youth and family and their professional services, increase youth and family resiliency, support youth and family recovery, and ultimately strengthen the health, safety and well-being of the youth and family. The bidder is expected to demonstrate ability to perform such services.

In addition, the support to youth and families experiencing mental health challenges serves as a powerful prevention mechanism against substance abuse. The risk and protective factors that families experience related to substance abuse are similar to mental health. The youth and families served by Family Navigator/Family Peer Support Services will likely display a high number of risk factors and some challenges to creating/maintaining protective factors. This contractor must consider their services as responsible for contributing to the reduction of risk factors and the strengthening of protective factors for the youth and families served. The Center for Substance Abuse Prevention (CSAP) describes principles of effective substance abuse prevention that have significant evidence base and many strategies and target domains overlap, support and/or mirror these family peer support services. The bidder is expected to demonstrate an understanding of prevention principles and describe considerations in their service planning and outcome measurement.

These services must be made available within each of the six (6) Behavioral Health Authorities (Regions) of the State of Nebraska. Family Navigators/Family Peer Support staff are trained peer support specialists whose professional ability is strengthened by their personal experience as a parent/family member of a youth with a Severe Emotional Disorder. It is required that staff be individuals who have had a direct, significant caregiver role with a youth experiencing signification challenges and/or functional impairment due to behavioral health disorder(s). Service providers are expected to demonstrate the ability to meet criteria of Family Navigator/Family Peer Support staff core competencies, clinically appropriate training and continuing education, appropriate and adequate consultation by a Nebraska licensed behavioral health professional, ethical obligations and responsibilities as further detailed in the Scope of Work portion of this RFP. Family Navigator/Family Peer Support Service providers will also be responsible for demonstrating the security of confidential consumer information; use of best practices for youth guided/family driven and culturally/linguistically competent

services; development of protocols produced into a decision tree model to ensure consistency, efficiency and effectiveness, quality assurance, data collection and utilization management system, measurement of consumer satisfaction, development of protocols produced into a uniform crisis response planning field guide, and maintaining knowledge and ability to connect and/or refer to appropriate community based resources including the youth and adult behavioral health system.

Family Navigators were originally estimated to serve up 360 families per month in Nebraska; however utilization over the last calendar year reflects just over this amount per quarter. This initial estimate presumed that approximately twenty percent (20%) of callers to the Help Line may qualify for this service. Currently, around 25% of all Helpline calls may result in a Family Navigator referral, although the family acceptance and utilization rate averages around that expected 20%. A significant purpose of this RFP is to ensure service efficiency and continuity of care for families. While the Family Navigator program had been operating under differing vendors than the Family Peer Support Services vendors, a family would experience a referral and a change in family peer specialists. This process is expected to change, creating a workforce that can offer both services. However, this may also create fluctuation in the case load maximums. Typically, a ratio of one (1) Family Navigator to fifteen (15) families at a maximum, would suggest the potential need for up to thirty-six (36) Family Navigators across the state. But the average case load for a Family Peer Support specialist may vary depending on the intensity, duration and frequency of each family's needs. For families that are routinely involved in continuous supports, services or programming, a maximum ratio of one (1) Family Peer Support specialist to twenty five (25) families should be expected. The bidder is expected to clearly describe the protocol to ensure reasonable and sufficient case load management for the variety of services/support provided within the implementation of the Family Navigator and Family Peer Support Services. The bidder is expected to describe the ability to recruit, train and supervise this workforce as well as monitor service delivery and outcomes.

The bidder is also expected to describe their approach to quality assurance and is required to demonstrate the ability to ensure adequate data collection, management and reporting of indicators described further in this RFP. As a true service of family centered practice, fidelity is expected. Bidder is expected to describe approach to ensuring family centered practice at all levels and process to measure fidelity to it. Bidder is expected to comply with required submission of data elements and collaboration with DHHS contractor(s) for the evaluation and analysis of the Family Navigator/Family Peer Support Services. Both the Family Navigator and the Family Peer Support Services must be registered into the DHHS Administrative Services Organization based upon the identified youth with behavioral health challenges that is central to the service provision. The contractor is required to provide accurate and timely registration at intake and discharge for all Family Navigator services, and will coordinate with DHHS to define which Family Peer Support Services merit this action.

#### **D. BUSINESS REQUIREMENTS**

The contractor is expected to be the primary agent responsible for managing this project. Contractor may have no more than seven (7) subcontracts to ensure service provision in each of the six behavioral health regions. It is strongly desired that service providers of these family peer services be family based organizations, whose orientation is a true representation of family centered practice. Affiliation with the National Federation of Families for Children's Mental Health is desired. Bidder is expected to provide demonstration of commitments/partnership(s) such as letters of agreements, Memorandum of Understanding (MOUs), with all subcontractors for services required in this proposal. Evidence of true, family centered collaborative partnership between entities is expected and bidder is required to demonstrate this is RFP proposal, contract management and oversight, program development

and service delivery. Any other additional subcontracting of the responsibilities within this RFP may be done only with the written consent of the State. Failure to properly notify and gain approval from the State is grounds for immediate cancellation of the contract. The contractor must also monitor all subcontractors for operational integrity including data collection and management and will provide training and/or technical assistance as necessary to secure appropriate standards. Please indicate how bidder will comply with this expectation.

The Division of Behavioral Health expects the contractor to facilitate all aspects of provision of Family Navigator/Family Peer Support Services. The contractor is expected to provide services as indicated throughout service period entirely reimbursable up to the total contract fixed price amount. The contractor must provide all services required by this RFP for the duration of the contract period regardless of costs expended beyond reimbursable contract amount.

## **E. SCOPE OF WORK**

1. Family Navigator/Family Peer Support Services:
  - a. Development, management and operation of Family Navigator/Family Peer Support Services
    - i. Recruit, train and supervise competent Family Navigators/Family Peer Support staff meeting demonstration of qualifications described in this RFP
    - ii. Description of case load management: ensure Family Navigator case load does not exceed a maximum of fifteen (15) families at one (1) time; ensure Family Peer Support specialist case load does not exceed a maximum amount of twenty five (25) families at one (1) time, although these case loads may vary depending on the intensity, duration and frequency of each family's needs. If staff are providing blended services, describe ability to manage case loads efficiently and effectively for maximum family benefit
    - iii. Clinical and administrative oversight of service delivery including the registration of Family Navigator and Family Peer Support consumers into the Department's Administrative Service Organization's online data system
    - iv. Development of reporting documents; bidder is expected to describe method of ensuring security of consumer confidential information while on-site and for staff traveling in field
    - v. Description of process to ensure conformity to state and federal regulations for HIPAA, Protected Health Information and Code of Ethics
    - vi. Provide Policies on monitoring timeliness, quality, and quantity of services
    - vii. Management of multiple Family Navigator/Family Peer Support sub-contracts if applicable and requirement of adherence to singular policy and procedural method of operation to ensure consistency in service delivery, data collection and management and reporting
    - viii. Develop, collect, monitor, manage data elements and outcome monitoring infrastructure including data submission as required by Division; contractor will be required to collaborate with the Division contracted vendor for evaluation services to identify additional data elements and utilization management procedures

- ix.** Provide Policy for addressing the screening and reporting of abuse and/or neglect
- x.** Provide Human Resource policies regarding holidays, vacation, sick leave, etc. and particularly address the need for adequate coverage of Family Navigators to ensure 24-72 hour availability
- xi.** Provide Organizational chart and staff descriptions for all positions
- xii.** Provide Policy on safety procedures for staff in field.
- xiii.** Develop protocols and provide uniform Crisis Response Planning Field Guide
- xiv.** Demonstrate youth and family involvement in the planning, development and monitoring of project, services and outcomes.
- xv.** Demonstration of ability and commitment to collaboratively partner with the Division contracted vendor of the Helpline services to ensure quality and effective operations and successful transition of callers to Family Navigator services
- xvi.** Demonstration of affiliation with the National Federation of Families for Children's Mental Health and assurance to family centered practice at all levels of operations
- xvii.** Provide clear policies and procedures to collaboration with the Helpline vendor to ensure quality, effective and efficient partnership for purposes of Family Navigator services; also describing any resource sharing
- xviii.** Demonstration of commitment to collaborative relationship with the DHHS funded Post Adoption/Post Guardianship vendor 'Right Turn' to ensure community partnerships and service connection for the best interest of youth and families
- xix.** Demonstration of commitment to collaborative relationship with the Regional Behavioral Health Authorities to ensure community partnership and service coordination for the best interest of youth and families
- xx.** Demonstration of understanding of principles of effective prevention including CSAP Six Substance Abuse Prevention Strategies, describe role in addressing risk and protective factors of youth and families, describe consideration of prevention principles and strategies in service planning and outcome measurement
- xxi.** Demonstrate an understanding of Systems of Care, principles of the DHHS Children's Behavioral Health Implementation Plan and conformity to the Division philosophy of family centered practice, recovery oriented care and support of least restrictive community based services
- xxii.** Describe understanding and application of the NOMs to the development, implementation and outcome measurement of Family Navigator/Family Peer Support Services delivery as well as supporting CFPSR indicators of safety, permanency and well being
- xxiii.** Describe understanding and application of CSAP Six Prevention Strategies and principles of prevention to the development, implementation and outcome measurement of Family Navigator/Family Peer Support Services delivery
- xxiv.** Describe management strategies and ability to provide and comply with work plan, Policy and Procedures Manual including Human Resources policies
- xxv.** Develop and describe marketing of Family Peer Support Services statewide to target audience



- iv.** Appropriate clinical consultation by Licensed Mental Health Practitioner, Licensed Independent Mental Health Practitioner, Licensed Certified Social Worker or Psychologist is required and bidder is expected to describe the approach, frequency and duration of clinical supervision of statewide service providers; demonstration of current Nebraska clinical licenses for all clinical staff including ability to maintain current Nebraska clinical license
- v.** Knowledge of youth and adult behavioral health system, including Medicaid service system, private system, and local providers that are able to provide clinical/crisis assessments and evaluative services for youth
- vi.** Ability to identify strengths and needs of youth and family within a family centered, culturally/linguistically competent, collaborative approach
- vii.** Demonstrate an understanding of Systems of Care and conformity to Division philosophy of family centered practice, recovery oriented care and support of least restrictive community based services
- viii.** Ability to screen for immediate safety needs for child/youth and parent/caregiver when relevant, and facilitate access to appropriate resources; ability to assist youth and/or family in the development of a safety plan; ability to assist youth and/or family in the development of a personal WRAP plan
- ix.** Ability to establish rapport and engage consumer quickly, demonstrate empathy and offer encouragement, peer to peer mentoring, empowering family for self-determination and identification of necessary resiliency skills, sensitivity to stigma, good interpersonal communication
- x.** Ability to identify warning signs of adult chemical abuse/dependency, ability to identify mental health warning signs and co-occurring disorders, ability to appropriately refer, and demonstration of professional boundaries
- xi.** Ability to identify warning signs and symptoms for risk of suicide and protocol to refer/connect to appropriate services
- xii.** Ability to identify high risk mental health behavior in youth that would indicate need for additional appropriate intervention; ability to determine distinction between emergency and crisis
- xiii.** Ability to assist the family in the development and/or enhancement of a safety plan and wellness Plan of Care within 14 business days of admit
- xiv.** Understanding of scope of practice, ethical boundaries, professional responsibilities and confidentiality procedures
- xv.** Demonstration of compliance with state and federal regulations for confidentiality for Protected Health Information, HIPAA and Code of Ethics
- xvi.** Ability to assist family with State applications for assistance (e.g. ACCESS Nebraska) and entitlement services, etc
- xvii.** Ability to identify potential abuse/neglect and follow policy and protocols to report
- xviii.** Develop a Code of Ethics within the Policies and Procedures Manual that details the standards of care for family peer specialists

- e.** Provide timely, quality and effective Family Peer Support Service
- i.** Establish rapport and engage consumer quickly, demonstrate empathy and offer encouragement, peer to peer mentoring, empowering youth and family for self-determination and identifying and seeking the development of necessary resiliency skills
  - ii.** Screen for immediate safety needs including adult and/or child/youth and facilitate referral and when possible, connection to appropriate resources
  - iii.** Assist family with State applications for assistance (e.g. ACCESS Nebraska) and entitlement services, etc; bidder is expected to describe how Family Navigators will work collaboratively as a liaison, assisting consumers in seeking complete and accurate information to support families making informed decisions
  - iv.** Assist the youth/family in the development and/or enhancement of Plan of Care which include crisis planning, general safety and wellness plan; assist youth and/or family in the development of a personal WRAP plan when desired by youth/family
  - v.** Identify high risk mental health behavior in youth that would indicate need for additional appropriate intervention and empower youth and/or family in locating available community based resources
  - vi.** Provide referrals to behavioral health services, assist family in navigating the behavioral health system and assist with connection to services when appropriate, empower families in identifying additional community resources
  - vii.** Ensure appropriate and accurate documentation and record keeping of service provision for every youth/family served
  - viii.** Empower parents/caregivers in identifying approaches to support self-care, and recognition of this element as critical to parenting and overall youth and family well-being
  - ix.** Provide and/or support the facilitation of support groups for youth experiencing mental health and/or substance abuse challenges, and/or support groups for the parents/caregivers/families of youth experiencing mental health and/or substance abuse challenges
  - x.** Assist youth/family by advocating for the best interest of the youth/family at team or planning meetings with service providers, IEP meetings, etc.
  - xi.** Empower and encourage personal growth of youth/family by modeling collaborative partnerships, healthy behaviors, appropriate boundaries, and strengths based language
  - xii.** Assist youth/families in the development of a Plan of Care that is measurable and time sensitive, including goals and objectives that directly or indirectly support the recovery, resiliency and well-being of the youth experiencing mental health and/or substance abuse challenges; these activities may also contribute to the resilience, safety and overall well-being of the family
  - xiii.** Provide and/or support the facilitation of culturally sensitive, parent education workshops (evidence based curriculums expected) that increase parent/caregiver knowledge and ability related to caring for youth with mental health and/or substance abuse challenges

- f. Quality Assurance and Data Management
  - i. Description of philosophical approach and fidelity measurement of family centered practice
  - ii. Description of approach, plan and process for quality assurance and continuous improvement strategies including grievance policies and procedures
  - iii. Description of data management system, compliance with registration of youth in DHHS Administrative Service Organization data system; and bidder ability to meet required outcome reporting; contractor will be required to collaborate with the Division contracted vendor for Helpline services and evaluation services to identify additional data elements and utilization management procedures
  - iv. Description of process to monitor consumer satisfaction and ability to assess the interaction between consumer and Family Navigator and/or Family Peer Support staff including measuring the fidelity to Family Centered Practice
  - v. Ability to collect, monitor, track, report and submit data elements including but not limited to:
    - a) Both Family Navigator and Family Peer Support Services provided verified by a consumer signed document
    - b) Family Navigator specific data: demographics of consumer by: youth gender, youth by race/ethnicity, youth age by categories (0-4, 5-8, 9-12, 13-16, 17-18, 19+), total number of youth and families served by state and region, total number of families referred from Help Line, average response time from Help Line referral to first contact with family, average response time from first contact with family to first face to face visit with family, average number of visits with family, average number of total hours spent addressing youth and family needs (direct and indirect), types of youth Severe Emotional Disorder as indicated by family self report or documented by professional diagnosis, types of services seeking (detailed domains to include but not limited to: mental health (residential, community based, evaluation/assessment, crisis/hospital, medication related), non-therapeutic supports (formal respite, home based services, informal respite, informal supports), basic needs, parenting education/support, substance abuse, child development/support, legal services, education, benefits, healthcare), types and total number of service referrals (detailed domains to include but not limited to: mental health (residential, community based, evaluation/assessment, crisis/hospital, medication related), non-therapeutic supports (formal respite, home based services, informal respite, informal supports), basic needs, parenting education/support, substance abuse, child development/support, legal services, education, benefits, healthcare), percentage of Family Navigator referrals resulting in utilization by family, percentage of families served by funder type (Medicaid, Regions, private pay, private insurance, other), family report of previous youth mental health and/or substance abuse treatment

experiences, parent/caregiver self report of stressors, the consumer's follow thru of recommendations and/or connection to services, families report of the availability, access and potential wait for services including barriers such as transportation, cost, etc.,

- c) Family Peer Support Services specific data: demographics of consumer by: youth gender, youth by race/ethnicity, youth age by categories (0-4, 5-8, 9-12, 13-16, 17-18, 19+), family member consumer relationship to youth, total number of youth and families served by state and region, , average number of total hours spent addressing youth and family needs (direct and indirect), average length of stay in family peer support services, types of youth Severe Emotional Disorder(s) as indicated by youth/family self-report or documented by professional diagnosis, percentage of families served by funder type (Medicaid, Regions, private pay, private insurance, other), family report of previous youth mental health and/or substance abuse treatment experiences families report of the availability, access and potential wait for services including barriers such as transportation, cost, etc.; service provision data to include but not limited to: description of specific programming and services provided including type, frequency and total numbers served by Region and state; bidder expected to propose outcome measurement elements and indicators and ability to determine pre/post change; these outcome measurements must consider both prevention and recovery/resiliency (NOMs) for both youth and families as relevant
- vi. Submission of quarterly reports (at no additional cost to the State) as directed by Division; bidder is expected to demonstrate willingness to provide reporting at any time as requested by Division and collaborate with DHHS contractor(s) for the evaluation and analysis of services
- vii. Describe consideration of the NOMS to the design, implementation and outcome measurement of Family Navigator/Family Peer Support service delivery as well as supporting the CFSR indicators of safety, permanency and well being
- viii. Ability to access internet to meet requirements of registering consumers of Family Navigator/Family Peer Support Services into the Department's Administrative Service Organization and ensuring timely and accurate registration information

## **F. TECHNICAL REQUIREMENTS**

Bidder is expected to describe ability to meet technological standards required to be available for 24 hours a day 7 days a week 365 days a year referral from the Help Line; demonstrate confirmation of referral receipt; operate a data collection system; connect to internet based and community based resources; store consumer confidential information; aggregate and submit data elements, and produce (at no additional cost to the State) as required and requested by Department; respond to Help Line referrals to Family Navigator Services and connect to families within 24-72 hours of initial referral and for ongoing staff communication in field. Bidder will be required to collaborate with the Division and contracted vendor for evaluation services to identify additional data elements and utilization management

procedures including the collection, storage and submission of required data and information. DHHS maintains property ownership rights of such information and material.

**G. DELIVERABLES**

1. Will respond to referrals from the Nebraska Family Helpline available 24 hours a day, 7 days a week, 365 days a year
2. Will provide Family Navigator Services to qualified consumers within 24-72 hours of referral from Help Line
3. Will provide Family Peer Support Services to qualified consumers as described in this RFP and vendor proposal
4. Will manage fiscal operations, compliance and quality assurance for all operations, Scope of Work requirements and approved subcontractors
5. Will collect, monitor and submit required data elements and manage reporting systems
6. Will provide quarterly reports (at no additional cost to the State) to the Department including:
  - a. Reporting of consumer satisfaction of Family Navigator and Family Peer Support Services as evidenced by survey mechanism results (consumer satisfaction surveys should be facilitated no later than six (6) months after consumer received services from Family Navigator and/or Family Peer Support Services)
  - b. Reporting of Family Navigator/Family Peer Support Services as indicated in this RFP and as required by the Division

<b>Deliverable</b>	<b>Due Date</b>	<b>Bidder Requirements</b>
<b>Project Management Strategy</b>	Proposal opening	Bidder is expected to detail their project management strategy for managing the development of this project and ensuring the timely start of the Family Navigator/Family Peer Support Services on July 1, 2011. Proposed Strategy will be reviewed by DHHS before acceptance of final Plan. Bidder is expected to submit demonstration of commitment from potential project partners such as letters of commitment from Family Navigator Service subcontractor(s).
<b>Project Product Strategy</b>	Proposal opening	Bidder is expected to detail strategy to produce required products including products for which a draft is expected with Proposal, and those of which a draft is due at Contract Start Date. Draft products will be reviewed by DHHS before acceptance of final products.
<b>Project Work Plan Strategy</b>	Proposal opening	Bidder is expected to detail a project work plan for managing the operations, tasks, subtasks and activities and timelines of this project that will occur upon Contract Start date to ensure timely service initiation. Proposed Plan will be reviewed by DHHS for adherence to RFP requirements and monitored for continuous conformity.

<b>Deliverable</b>	<b>Due Date</b>	<b>Bidder Requirements</b>
<b>Project Staffing Plan</b>	Proposal opening	Bidder is expected to provide a draft chart describing staffing positions, key functions, staff qualifications, required training, start date, ongoing supervision plan, and any other special requirements. Proposed staffing plan will be reviewed by DHHS before acceptance of final Plan.
<b>Project Quality Assurance Strategy</b>	Proposal opening	Bidder is expected to describe their approach for assuring the quality of work and deliverables to be completed during the contract term. At a minimum, this will address the quality assurance and control activities; process and procedures for conducting quality assurance activities including those required and detailed in the RFP. Proposed Strategy will be reviewed by DHHS before acceptance of final Plan.
<b>Detailed Project Work Plan</b>	Contract Start Date + 10 business days	Within two weeks after contract start date, the Contractor will submit a detailed Project Work Plan to address the contract period. The Final Work Plan must include a schedule and chart for all project operations, tasks, subtasks, activities and respective timelines. This plan should also include anticipated milestones and deliverables such as start and end dates for future tasks, subtasks and activities; and should report actual start and end dates for all completed tasks, subtasks and activities. The Work Plan will be reviewed by DHHS before acceptance of the final Plan.
<b>Project Management Plan</b>	Contract Start Date + 10 business days	Within two weeks after Contract Start Date, the Contractor will submit a Project Management Plan that includes the Contractor's plans for managing all operations of the contract including system development, management objectives and responsibilities, fiscal operations, quality assurance, timely service delivery, execution of project, implementation of processes, etc. Proposed Plan will be reviewed by DHHS before acceptance of final Plan.
<b>Project Products</b>	Contract Start Date + 10 business days	Bidder is expected to submit products required in this RFP within timeline indicated: Crisis Planning Field Guide, Code of Ethics, Policies and Procedures Manual, Organizational Structure Chart, Proposed Products will be reviewed by DHHS before acceptance of final Products.

<b>Deliverable</b>	<b>Due Date</b>	<b>Bidder Requirements</b>
<b>Project Quality Assurance Plan</b>	Contract Start Date + 10 business days	Within two weeks after Contract Start Date, the Contractor will submit a Project Quality Assurance (QA) Plan that includes a description of approach for assuring the quality of work and deliverables completed during the contract term. At a minimum, this deliverable section will address the quality assurance and control activities; process and procedures for conducting quality assurance activities including those required and detailed in the RFP. Proposed Plan will be reviewed by DHHS before acceptance of final Plan.
<b>Project Status Updates</b>	Bi-Weekly to begin after Contract Start Date for first three (3) months (July-September) and then monthly for the next three (3) months (October-December 2011)	Upon contract award, Contractor and DHHS Project Manager will establish protocol for required status updates via telephone conference or face to face meetings. Contractor Project Management Team, DHHS-DBH Project Manager and other key staff will attend such meetings to the extent that it will not jeopardize project progress. Meetings will follow a standard pre-set agenda jointly prepared by the Contractor and DHHS-DBH Project Manager but will remain flexible to allow discussion of additional issues or concerns.

<b>Deliverable</b>	<b>Due Date</b>	<b>Bidder Requirements</b>
<b>Project Status Reports</b>	<p>Project Status Reports due quarterly to begin after Contract Start Date (four quarters total in contract service period):</p> <p>First Quarter Report due: October 15, 2011 to cover the first quarter period after Contract Start Date</p> <p>Second Quarter Report and Bi-Annual Summary due: January 15, 2012 to cover the second quarter period as well as a brief summary of first half of service delivery period.</p> <p>Third Quarter Report due: April 15, 2012.</p> <p>Fourth Quarter Report and Annual Summary Report due: July 30, 2012.</p>	<p>This section of the deliverable presents the protocol for submittal of Status Reports, including the format and media for submittal and the procedure for submittal. Key information for the quarterly and annual reports includes but is not limited to: summary of recent accomplishments/ events; identification of and resolution plans/documentation for critical issues and risks; activities planned for the next reporting period; summary of project's progress according to Work Plan schedule; reporting of required data elements, outcomes and consumer satisfaction. Division will stipulate weekly progress status reports in case of slippage or non-compliance of RFP requirements. Final reporting will include key information including, but not limited to a formal summary of service provision, data elements, project outcomes, etc.</p> <p>Division may request reporting format change at any time throughout the duration of the contract. Reports must be mailed to DHHS-DBH Project Manager in the following format: Cover Letter plus one (1) hard copy bound; posting the Deliverable in the Project Repository; and one (1) electronic file copy on Compact Disc in MS Word, MS Excel, MS Power Point format or other formats pre-approved by DHHS.</p> <p>If necessary, Division may request Contractor to provide verbal report to clarify and aid review panel in understanding the document. Deliverables must be approved in writing by DHHS to be considered final.</p>

## **V. PROPOSAL INSTRUCTIONS**

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

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

### **A. TECHNICAL PROPOSAL**

The Technical Proposal shall consist of four (4) sections:

1. SIGNED "State of Nebraska Request For Proposal For Contractual Services" form;
2. Executive Summary;
3. Corporate Overview; and
4. Technical Approach.

#### **1. REQUEST FOR PROPOSAL FORM**

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

The Request For Proposal For Contractual Services form must be signed in ink and returned by the stated date and time in order to be considered for an award.

#### **2. EXECUTIVE SUMMARY**

The Executive Summary shall condense and highlight the contents of the solution being proposed by the bidder in such a way as to provide the Evaluation Committee with a broad understanding of the Contractor's Technical Proposal.

Bidders must present their understanding of the problems being addressed by implementing a new system, the objectives and intended results of the project, and the scope of work. Bidders shall summarize how their Technical Proposal meets the requirements of the Request for Proposal, and why they are best qualified to perform the work required herein.

#### **3. CORPORATE OVERVIEW**

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

##### **a. BIDDER IDENTIFICATION AND INFORMATION**

The bidder must 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, whether the name and form of organization has changed since first organized, and Federal Employer Identification Number and/or Social Security Number.

**b. FINANCIAL STATEMENTS**

The bidder must provide financial statements applicable to the firm. If publicly held, the bidder must 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 must be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm must 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.

**c. CHANGE OF OWNERSHIP**

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

**d. OFFICE LOCATION**

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

**e. RELATIONSHIPS WITH THE STATE**

The bidder shall describe any dealings with the State over the previous three (3) years. If the organization, its predecessor, or any party named in the bidder's proposal response has contracted with the State, the bidder shall identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

**f. BIDDER'S EMPLOYEE RELATIONS TO STATE**

If any party named in the bidder's proposal response is or was an employee of the State within the past twenty-four (24) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest

exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

**g. CONTRACT PERFORMANCE**

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

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

If at any time during the past 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 shall provide a summary matrix listing the bidder's previous projects similar to this Request for Proposal in size, scope and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder must address the following:

- i.** Bidder must provide narrative descriptions to highlight the similarities between their experience and this Request for Proposal. These descriptions must include:
  - a)** the time period of the project;
  - b)** the scheduled and actual completion dates;
  - c)** the contractor's responsibilities;
  - d)** for reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number and e-mail address); and
  - e)** each project description shall identify whether the work was performed as the prime contractor or as a subcontractor. If a bidder performed as the prime contractor, the description must provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
- ii.** Contractor and subcontractor(s) experience must be listed separately. Narrative descriptions submitted for subcontractors must be specifically identified as subcontractor projects.

- iii. If the work was performed as a subcontractor, the narrative description shall identify the same information as requested for the contractors above. In addition, subcontractors shall 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 must present a detailed description of its proposed approach to the management of the project.

The bidder must identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this Request for Proposal. The names and titles of the team proposed for assignment to the State project shall 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 shall 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 Request for Proposal in addition to assessing the experience of specific individuals.

Resumes must not be longer than three (3) pages. Resumes shall 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 must 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.

**4. TECHNICAL APPROACH**

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

- a. understanding of the project requirements;
- b. proposed development approach;
- c. technical considerations;
- d. detailed project work plan;
- e. deliverables and due dates; and
- f. technical approach matrix.

#	<b>TECHNICAL APPROACH MATRIX:</b>
	<b>SYSTEM OF CARE</b>
SOC 1.	Describe understanding of Systems of Care and how these services support and strengthen the children’s behavioral health system and current Nebraska DHHS Implementation Plan as noted in Section IV B, E 1 a.xxi., 1 d.vii
Bidder Response:	
SOC 2.	Describe understanding of SAMHSA’s NOMS and how Family Navigator/Family Peer Support Services will be designed, implemented and measured with consideration for the objective of prevention and recovery oriented care to reflect and support NOMS as well as the CFSR indicators and describe how the introduction of these services into the children’s behavioral health system would support the goals of safety, permanency and well-being as indicated in Section IV B, E 1 a.xxii., 1 f.vii.
Bidder Response:	
SOC 3.	Describe bidder’s general proposed approach to the provision of Family Navigator/Family Peer Support Services and detail how this approach would best fit and benefit the current system, environment and future of children’s behavioral health in Nebraska as indicated in Section IV C
Bidder Response:	
SOC 4.	Describe understanding of SAMHSA CSAP’s Six Prevention Strategies and general prevention principles and how Family Navigator/Family Peer Support Services will be designed, implemented and measured with consideration of intent to reduce youth and family risk factors and increase protective factors of as indicated in Section IV C, E 1 a.xx., 1 a.xxiii
Bidder Response:	

	<b>DEVELOP, OPERATE AND MANAGE FAMILY NAVIGATOR/FAMILY PEER SUPPORT SERVICES</b>
DOM 1.	Describe general plans to Develop, Operate and Manage Family Navigator Services as described in Section IV C, E
Bidder Response:	
DOM 2.	Describe approach and ability to operate a response mechanism 24/7/365 to Help Line referrals to Family Navigator Services, as described in Section IV E 1 a.xv., 1 a.xvii., 1 c.iii.
Bidder Response:	
DOM 3.	Describe general plans to Develop, Operate and Manage Family Peer Support Services as described in Section IV C, E
Bidder Response:	

DOM 4.	Describe approach and ability to ensure culturally/linguistically competent staff as indicated in Section IV C, E 1 a.i., 1 d.i., 1 d.vi., 1 e.xiii.
Bidder Response:	
DOM 5.	Describe how bidder will develop protocols and provide timely response to referrals (ie contact to consumers) to Family Navigator Services and as described in Section IV C, E 1 a.x., 1 c.i., 1 c.ii., 1 c.iii.
Bidder Response:	
DOM 6.	Describe how bidder will develop protocols and provide uniform Crisis Response Planning Field Guide for Family Navigators/Family Peer Support Services as indicated in Section IV C, E 1.a.xiii and G
Bidder Response:	
DOM 7.	Describe management strategies and ability to provide and comply with, work plan and deliverables table including Policy and Procedures Manual also addressing Human Resources and including reporting requirements as indicated in Section IV E 1 a.xxiv., 1 a.vi., 1 a.x., 1 a.xii., 1 c.vi., 1 c.v., 1 f.vi. and G
Bidder Response:	
DOM 8.	Describe commitment for any subcontractors and ability to provide oversight, management and training/technical assistance as indicated in Section IV D, E 1.a.vii
Bidder Response:	
DOM 9.	Describe approach and ability to operate and maintain technology to ensure access to services, data management and performance monitoring as indicated in Section IV E 1.a.viii., 1 f.iii.
Bidder Response:	
DOM 10.	Demonstrate commitment to collaborative relationships with the Regional Behavioral Health Authorities, and also with Right Turn as indicated in Section IV C and E 1 a.xviii., 1 a xix.
Bidder Response:	
DOM 11.	Describe Policy to address families displaying, indicating or reporting abuse/neglect as indicated in Section IV E 1 a.ix., 1 d.xvii
Bidder Response:	
DOM 12.	Demonstration of true family centered practice and youth and family involvement at all levels of service delivery, program and agency; including demonstration of affiliation with the National Federation of Families for Children's Mental Health as indicated in Section C and E 1 a.xiv., 1 a xvi.
Bidder Response:	

DOM 13.	Describe approach to and ability to meet expectation to create and provide Policy and Procedures Manual including Human Resources policies as described in Section IV E 1 a.xi., and G
Bidder Response:	
DOM 14.	Describe approach to organizational structure and ability to meet expectation to provide Organizational chart as indicated in Section IV E 1.a.xi, and G
Bidder Response:	
DOM 15.	Describe youth and family involvement in the planning, development and continual monitoring of project, services and outcomes as described in Section IV E 1.a.xiv
Bidder Response:	
DOM 16.	Describe ability to access internet and ability to comply with the timely registration of consumers of Family Navigator/Family Peer Support Services into the Department's Administrative Service Organization and ensuring timely and accurate registration information as described in Section IV E 1.a.iii, 1.f.iii
Bidder Response:	

<b>MARKETING OF FAMILY PEER SUPPORT SERVICES</b>	
MHL 1.	Describe plans for marketing of Family Peer Support Services to primary target audience and community as described in Section IV C and indicated in E 1.a.xxv
Bidder Response:	

<b>QUALITY ASSURANCE AND DATA MANAGEMENT</b>	
QAD 1.	Describe approach and strategy for quality assurance and data management including ability to meet reporting requirements and Deliverables as indicated in Section IV C and E 1 f.i., 1 f.ii and G
Bidder Response:	
QAD 2.	Describe ability to collect, track, monitor and submit data elements of service delivery components of Family Navigator Services and provide reporting as indicated in Section IV C, E 1 a.viii., 1 f.v
Bidder Response:	
QAD 3.	Describe approach to collect, evaluate and analyze consumer satisfaction as indicated in Section IV E 1 f.iv., 1 f.ii
Bidder Response:	

QAD 4.	Describe ability to meet requirement of collaboration with Division contracted vendor for evaluation services to identify additional data elements, perform utilization management and submit data as required as described in Section IV C and E 1 a.xv., 1 f.iii., 1 f.viii.
Bidder Response:	
QAD 5.	Describe ability to collect, track, monitor and submit data elements of service delivery components of Family Peer Support Services and propose additional outcome measurement elements to monitor pre/post service provision including provide reporting as indicated in Section IV C, E 1 a.viii, 1 f.v.a., 1 f.v.c.,
Bidder Response:	

QAD 6.	Describe ability to collect, track, monitor and submit data elements of service delivery components of Family Navigator Services including provide reporting as indicated in Section IV C, E 1. a.viii, 1. f.v.a., 1 f.v.b.,
Bidder Response:	
<b>FISCAL OPERATING STANDARDS</b>	
FOS 1.	Describe ability to conform to fiscal operating standards and required procedures as indicated in Section IV D and E 1 bii.
Bidder Response:	
FOS 2.	Describe approach to and policy for fiscal operations, including addressing travel reimbursements, and billings for Family Navigator/Family Peer Support Services including fiscal as described in Section IV E 1.b.i, 1.b.ii., 1 b.iii.
Bidder Response:	

<b>QUALIFICATIONS OF STAFF</b>	
QOS 1.	Describe qualifications of staff and strategy to recruit, train and supervise workforce and project staff and process/procedures for clinical consultation for Family Navigator/Family Peer Support staff as indicated in Section IV C and E 1 a.i., 1 d.i., 1 d.ii., 1 d.iii., 1 d.iv.
Bidder Response:	
QOS 2.	Provide chart of organizational structure, staffing, key functions, qualifications, special requirements as indicated in Section IV E 1 a.xi. and G
Bidder Response:	
QOS 3.	Describe approach to ensure Family Navigator/Family Peer Support Services staff competencies including ability to establish rapport and engage consumer quickly, empowering families and identify youth/family strengths as indicated in Section C and E 1 d.vi., 1 d.ix., 1 e.i.
Bidder Response:	

QOS 4.	Provide copies of current clinical licenses held by all credentialed staff by Contract Start Date +15 days as indicated in Section IV E 1 d.i.
Bidder Response:	
QOS 5.	Describe Policy and process for safety in field, case loads, creation and use of documentation in field and clinical consultation of Family Navigator/Family Peer Support staff as indicated in Section IV C and E 1 a.ii., 1 a.iv., 1 e.vii.
Bidder Response:	
QOS 6.	Describe ability and process to ensure staff understanding of policies, procedures, scope of practice, ethics, responsibility and confidentiality protection as described in Section IV E 1 a.v., 1 d.xv., 1 d.xiv.
Bidder Response:	

QOS 7.	Describe ability and process to ensure staff knowledge of the youth behavioral health system and familiarity with the adult behavioral health system and appropriately screen, refer and connect families as appropriate as indicated in Section C and E 1 d.v., 1 d.x., 1 d.xi., 1 d.xii., 1 e.v., 1 e.vi.,
Bidder Response:	
QOS 8.	Describe approach to equipping staff to deliver services by empowering youth and families, providing/supporting youth and families, including advocacy and the facilitation of support groups as indicated in Section C and E 1 e.viii., 1 e.ix., 1 e.x., 1 e.xi.
Bidder Response:	
<b>SCREENING</b>	
S 1.	Describe approach, ability and instruments used to provide screening, referral to child abuse/neglect hotline, crisis response, Plan of Care and safety planning for families receiving Family Navigator/Family Peer Support Services as described in Section IV C and indicated in E 1 e.ii., 1 e.iv., 1 e.xii.
Bidder Response:	
S 2.	Describe approach and ability to provide policies, procedures and a Code of Ethics including those addressing life threatening behaviors as indicated in Section IV E 1 d.xiv., 1 d.xviii. and G
Bidder Response:	

<b>TIMELY SERVICES</b>	
TS 1.	Describe approach and ability to ensure the development of a Plan of Care for youth and families receiving Family Peer Support Services within fourteen business days of admission to services as indicated in Section C and E 1 d.xiii
Bidder Response:	

TS 2.	Describe approach and ability to provide Family Navigator Services within 24-72 hours of Help Line referral to consumer statewide, in each of the six (6) behavioral health regions as described in Section C including demonstration of policy and insurance coverage as indicated in E 1 c.vi., 1 c.ii.
Bidder Response:	
TS 3.	Describe approach and ability to track and manage the time limited Family Navigator Services including approach to ensure communication throughout duration of service delivery as indicated in Section IV E 1.c.iv
Bidder Response:	
TS 4.	Describe policy on consumer failure to present, provision of transportation for consumers as indicated in Section IV E 1.c.i, 1.c.v
Bidder Response:	

<b>PEER SUPPORT</b>	
PS 1.	Describe general approach and ability to provide peer support, crisis response and system navigation to families receiving Family Navigator/Family Peer Support Services as described in Section IV C 1 c, 1 d., 1 e.
Bidder Response:	
PS 2.	Describe the use of best practice and/or evidence based practice as indicated in Section IV C
Bidder Response:	
PS 3.	Describe approach and ability to ensure qualifications/core competencies of Family Navigators/Family Peer Support staff: describe understanding and approach to peer support services and ability to meet expectations as described in Section IV C and indicated in E 1 d.
Bidder Response:	
PS 4.	Describe approach and ability to monitor delivery of Family Navigator Services and track data elements as described in Section IV E 1 a.viii., 1 f.ii., 1 f.iv., 1 f.v.a., 1 f.v.b.
Bidder Response:	
PS 5.	Describe approach and ability to monitor delivery of Family Peer Support Services and track data elements as described in Section IV E 1 a.viii., 1 f.ii., 1 f.iv., 1 f.v.a., 1 f.v.c.
Bidder Response:	
PS 6.	Describe ability to assist family in applying for State assistance and/or other applications upon consumer request as indicated in Section IV E 1 d.xvi., 1 e.iii.
Bidder Response:	

<b>REFERRALS</b>	
R 1.	Describe approach and ability to provide referrals to appropriate emergency and/or community based behavioral health providers for families receiving Family Navigator/Family Peer Support Services including youth and adult behavioral health current community based services as indicated in Section IV E 1 d.xii., 1 d.xi., 1 e.ii., 1 e.vi., 1 e.v., 1 d.viii., 1 d.x.
Bidder Response:	
R 2.	Describe the ability to develop and maintain a resource guide in order to offer the most current referrals to consumers, and indicate cooperation/utilization with Network of Care as indicated in Section IV E 1 a.xxvi.
Bidder Response:	

<b>POLICY, PROCEDURES AND PROCESS</b>	
PPP 1.	Describe Policy, Procedures and Process to ensure caller/consumer confidentiality and compliance with state/federal requirements about HIPAA and Protected Health Information as described in Section IV C, E 1 a.v., 1 d.xv.
Bidder Response:	

**B. COST PROPOSAL REQUIREMENTS**

This section describes the requirements to be addressed by bidders in preparing the Cost Proposal. The bidder must submit the Cost Proposal in a section of the proposal that is a separate section or is packaged separately as specified in this RFP from the Technical Proposal section.

The component costs of the fixed price proposal for providing the services set forth in the Request for Proposal must be provided by submitting forms substantially equivalent to those described below.

**1. PRICING SUMMARY**

This summary shall present the total fixed price to perform all of the requirements of the Request for Proposal. The bidder must include details in the Cost Proposal supporting any and all costs. These details must include, at a minimum, detailed descriptions and/or specifications of the goods and/or services to be provided, quantities, and timing and unit costs, if applicable.

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

**2. PRICES**

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

**C. PAYMENT SCHEDULE**

The payment schedule for the project may be tied to specific dates and deliverables. Invoices may be submitted by the contractor on specific dates based on the completion and acceptance of related deliverables. Invoices are to be submitted to Division for reimbursement no more frequently than monthly and no less frequently than quarterly, and will detail actual expenditures with appropriate documentation when necessary or required. The option chosen by the bidder must then remain consistent throughout the contract period. The Division reserves the right to request, inspect and deny payment for which expenditure documentation is not produced, relevant, appropriate or accurate. No invoice will be approved unless the associated deliverables have been approved.

# Form A

## Bidder Contact Sheet

### Request for Proposal Number 3596Z1

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

Preparation of Response Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

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

Communication with the State Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

## Form B

### Notification of Intent to Bid

### Request for Proposal Number 3596Z1

Bidder Name:	
Bidder Address:	
Contact Person:	
E-mail Address:	
Telephone Number:	
Fax Number:	

The "Notification of Intent to Bid" form should be submitted to the State Purchasing Bureau via e-mail ([matpurch.dasmat@nebraska.gov](mailto:matpurch.dasmat@nebraska.gov)), facsimile (402-471-2089), hand delivered or US Mail by the date shown in the Schedule of Events.