

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

RETURN TO: Chris Kliment
NE. Department of Correctional Services
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SOLICITATION NUMBER	RELEASE DATE
RFP 79429-O3	April 10, 2015
OPENING DATE AND TIME	PROCUREMENT CONTACT
June 1, 2015 2:00 p.m. Central Time	Chris Kliment

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

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The State of Nebraska, Department of Correctional Services NDCS, is issuing this Request for Proposal, RFP Number 79429 Z6 for the purpose of selecting a qualified Contractor to provide inmate medical services at the Tecumseh State Correctional Institution (TSCI).

Written questions are due no later than May 7, 2015, and should be submitted via e-mail to chris.kliment@nebraska.gov. Written questions may also be sent by facsimile to (402) 479-5663.

A Pre-Proposal Conference with mandatory attendance will be held on April 30, 2015, at Tecumseh State Correctional Institution, 2725 North Highway 50, Tecumseh, NE 68450.

Bidder should submit one (1) original of the entire proposal. 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 Nebraska Department of Correctional Services 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://das.nebraska.gov/materiel/purchasing.html>
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.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. §84-602.02, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All information not specifically excluded by State Law **WILL BE POSTED FOR PUBLIC VIEWING.**

Contractor hereby grants permission to the State of Nebraska and/or its agencies to reprint or republish any and all copyrighted documents related to Contractor's response to this Request for Proposal, and any and all figures, illustrations, photographs, charts, and other supplementary material on a website accessible by the public pursuant to Neb. Rev. Stat. §84-602.02. This waiver does not apply to proprietary information properly submitted in a separate sealed, package clearly marked "Proprietary."

Contractor represents and warrants that the contents of this response to Request for Proposal and all figures, illustrations, photographs, charts, and other supplementary material herein are original and do not libel anyone or infringe upon any patent, copyright, proprietary right, or any other right whatsoever of any other party. Contractor represents and warrants that Contractor has full power and authority to execute this Copyright Release and to grant the State of Nebraska and/or its agencies the right granted herein.

Contractor agrees to indemnify, defend, and hold harmless the State of Nebraska and/or its agencies against any and all claims, suits, and/or judgments, including costs, expenses, damages, and reasonable legal fees based upon and arising from Contractor's violation of the rights of others and/or by reason of a breach of any of the foregoing warranties.

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 unless otherwise agreed to (see Section III) and certifies that bidder maintains a drug free work place environment.

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

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

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

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.

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

ADP: Average Daily Population.

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

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

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

Amendment: A written correction or alteration to a document.

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

ARO: After Receipt of Order

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.

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

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

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

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

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

Business Day: Any weekday, except State-recognized holidays.

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

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

CDC: Center for Disease Control

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

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

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

Community Standard of Care: The standard of care provided at a community level.

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

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

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

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

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

Contract Period: The duration of the contract.

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

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

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

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.

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

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

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

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

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

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

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

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

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

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

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

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

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

Interstate Transfer: When an inmate is transferred to NDCS from another state.

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

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

Must: See Shall/Will/Must.

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

NDCS: Nebraska Department of Correctional Services.

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

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

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

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

Pat Search: A search of the outside of a person's clothing, inside the shirt collar and pants waistband, without the complete removal of the clothing. This will be accomplished by running the employee's hands inside the collar and waistband and over the exterior of the clothing surfaces and by separately inspecting hats, jackets, shoes, and pockets."

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

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

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

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

PRN: Pro Re Nata (as needed).

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

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

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

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

Proposal: See Bid/Proposal.

Proprietary Information: Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and 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/Grievance: A complaint about a governmental action or decision related to an Invitation to Bid or resultant contract, brought by a vendor who has timely submitted a bid response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

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

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

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

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

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

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

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

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

Safekeeper: An offender transferred from a county jail to NDCS for a short period of time.

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

Sick-Call: When an inmate is seen by medical staff.

Should: Expected; suggested, but not necessarily mandatory.

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

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

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

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

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

Telehealth: Inmate interaction via video.

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

Tool Inventory: A systematic process for tool accountability.

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

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

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

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

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

Will: See Shall/Will/Must.

Work Day: See Business Day.

I. SCOPE OF THE REQUEST FOR PROPOSAL

The State of Nebraska, Department of Correctional Services, is issuing this Request for Proposal, RFP Number 79429-O3 for the purpose of selecting a qualified Contractor to provide inmate medical services at the Tecumseh State Correctional Institution (TSCI). Any resulting contract is not an exclusive contract to furnish the services provided for in this Request for Proposal, and does not preclude the purchase of similar services from other sources.

A contract resulting from this Request for Proposal will be issued approximately for a period of three (3) years effective the date of the award. The contract has the option to be renewed for two (2) additional two 2 year periods as mutually agreed upon by all parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Contractor and the State of Nebraska.

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

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.

	ACTIVITY	DATE/TIME
1	Release Request for Proposal	April 10, 2015
2	Last day to submit "Notification of Intent to Attend Pre-Proposal Conference"	April 22, 2015
3	Last day to submit written questions	April 24, 2015
4	Mandatory Pre-Proposal conference Location: Department of Correctional Services Tecumseh State Correctional Institution 2725 North Highway 50 Tecumseh, NE 68450 <i>* Registration Advisement: Bids will only be accepted from those Companies/Firms which properly register their attendance at this meeting by completing all of the required information on the State Registration Sheet.</i>	April 30, 2015
5	Last day to submit written questions after Pre-Proposal conference	May 7, 2015
6	State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	May 18, 2015
7	Proposal opening Location: Nebraska Department of Correctional Services Purchasing Division Folsom & W. Prospector Place, Building 1 Lincoln NE 68522	June 1, 2015 2:00 PM Central Time
8	Review for conformance of mandatory requirements	June 1-2, 2015
9	Evaluation period	June 3-8, 2015
10	"Oral Interviews/Presentations and/or Demonstrations" (if required)	June 17-18, 2015
11	Post "Letter of Intent to Contract" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	June 30, 2015

	ACTIVITY	DATE/TIME
12	Contract finalization period	June 26-July 28, 2015
13	Contract award	July 30, 2015
14	Contractor start date	September 1, 2015

II. PROCUREMENT PROCEDURES

A. PROCURING OFFICE AND CONTACT PERSON

Procurement responsibilities related to this Request for Proposal reside with the Nebraska Department of Correctional Services. The point of contact for the procurement is as follows:

Name: Chris Kliment
Agency: Nebraska Department of Correctional Services
Address: Folsom & W. Prospector Place, Bldg. #1
Lincoln, NE 68522

OR

Address: P.O. Box 94661
Lincoln, NE 68522
Telephone: (402) 479-5718
Facsimile: (402) 479-5663
E-Mail: chris.kliment@nebraska.gov

B. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from qualified vendors who will be responsible for providing inmate medical services at the Tecumseh State Correctional Institution (TSCI) 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. CUSTOMER SERVICE

In addition to any specified service requirements contained in this agreement, the Contractor agrees and understands that satisfactory customer service is required. Contractor will develop or provide technology and business procedures designed to enhance the level of customer satisfaction and to provide the customer appropriate information given their situation. Contractor, its employees, Sub-Contractors, and agents must be accountable, responsive, reliable, patient, and have well-developed communication skills as set forth by the customer service industry's best practices and processes.

D. COMMUNICATION WITH STATE STAFF AND EVALUATORS

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. Bidders shall not have any communication with, or attempt to communicate with or influence in any way, any evaluator involved in this RFP.

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;
3. state staff and/or Contractor staff present at the Pre-Proposal conference when recognized by the NDCS staff facilitating the meeting for the purpose of addressing questions; and
4. 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.

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 Nebraska Department of Correctional Services and clearly marked "RFP Number 79429-O3; TSCI Medical Service Questions". It is preferred that questions be sent via e-mail to chris.kliment@nebraska.gov Questions may also be sent by facsimile to (402) 479-5663, but must include a cover sheet clearly indicating that the transmission is to the attention of Chris Kliment, Assistant Administrator showing the total number of pages transmitted, and clearly marked "RFP Number 79429-O3; TSCI Medical Service Questions".

It is recommended that Bidders submit questions sequentially numbered, include the RFP reference and page number using the following format.

<u>Question Number</u>	<u>RFP Section Reference</u>	<u>RFP Page Number</u>	<u>Question</u>

Written answers will be provided through an addendum to be posted on the Internet at <http://das.nebraska.gov/materiel/purchasing.html> on or before the date shown in the Schedule of Events.

F. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on the date, time, and location shown in the Schedule of Events. Attendance at the pre-proposal conference is mandatory in order to submit a proposal. Bidders will have an opportunity to ask questions at the conference to assist in the clarification and understanding of the Request for Proposal requirements. The State will make every reasonable attempt to answer those questions before the end of the conference. Bidders attending the pre-proposal meeting may submit further questions in writing for questions which the bidder requires an official written response as shown in the Schedule of Events.

Written answers to written questions along with a list of conference attendees will be provided through an addendum to be posted on the Internet at <http://das.nebraska.gov/materiel/purchasing.html> on or before the date shown in the Schedule of Events. Verbal responses provided during the pre-proposal meeting shall not be binding on the State of Nebraska.

1. NOTIFICATION OF INTENT TO ATTEND MANDATORY PRE-PROPOSAL CONFERENCE

Notification of attendance should be submitted to the Nebraska Department of Correctional Services via e-mail (chris.kliment@nebraska.gov), facsimile (402) 479-5663, hand delivery or US mail by the date shown in the Schedule of Events. Potential bidders should utilize the "Notification of Intent to Attend Pre-Proposal Conference" (see Form B) that accompanies this document 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.

G. 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.

H. 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 seven (7) copies of the entire proposal should be submitted. 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. Please note that the address label should appear in Section II part A as specified 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) 479-5718 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 the bid will be rejected.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. §84-602.02, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All information not specifically excluded by State Law **WILL BE POSTED FOR PUBLIC VIEWING.**

The Technical and Cost Proposals should be packaged separately (loose-leaf binders are preferred) on standard 8 ½" by 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 and referenced in the text by that number. They should be placed as close as possible to the referencing text. The Technical Proposal must not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, sub-contracts, and so forth, shall be considered in the Technical Proposal so that the bidder's understanding of the scope of work may be evaluated. The Technical Proposal shall disclose the bidder's technical approach in as much detail as possible, including, but not limited to, the information required by the Technical Proposal instructions.

I. 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 at the proposal opening. Vendors may also contact the State to schedule an appointment for viewing proposals after the Intent to Award has been posted to the website.

J. 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).

K. REJECTION OF PROPOSALS

The State reserves the right to reject any or all proposals, in whole 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.

L. 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. The State may elect to use a third-party to conduct credit checks as part of the corporate overview evaluation. Areas that will be addressed and scored during the evaluation include:

1. 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;
2. Technical Approach; and
3. Cost Proposal.

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

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

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

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

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

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 Internet at: <http://das.nebraska.gov/materiel/purchasing.html>. Evaluation criteria will not be released prior to the proposal opening.

M. EVALUATION COMMITTEE

Proposals will be independently evaluated by members of the Evaluation Committee(s). The Evaluation 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 be published

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.

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

N. 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. Request for Proposal For Contractual Services form, signed in ink;
2. Corporate Overview;
3. Technical Approach; and
4. Cost Proposal.

O. 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. The State may use a third-party to conduct reference checks

Information to be requested and evaluated from references may include, but is not limited to, some or all of the following: financial stability of the company, 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.

P. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

All bidders shall be authorized to transact business in the State of Nebraska. All bidders are expected to comply with all Nebraska Secretary of State Registration requirements. It is the

responsibility of the bidder to comply with any registration requirements pertaining to types of business entities (e.g. person, partnership, foreign or domestic limited liability company, association, or foreign or domestic corporation or other type of business entity). The bidder who is the recipient of an Intent to Award will be required to certify that it has so complied and produce a true and exact copy of its current (within ninety (90) calendar days), valid Certificate of Good Standing or Letter of Good Standing; or in the case of a sole proprietorship, provide written documentation of sole proprietorship. This must be accomplished prior to the award of the contract. Construction Contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certificate of registration. Further, all bidders shall comply with any and all other applicable Nebraska statutes regarding transacting business in the State of Nebraska. Bidders should submit the above certification(s) with their bid.

If a bank is registered with the Office of Comptroller of Currency, it is not required to register with the State. However, the Office of Comptroller of Currency does have a certificate of good standing/registration. The bank could provide that for verification. (Optional)

Q. 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, and (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. **Bidders must include completed Section III with their proposal response.**

A. GENERAL

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

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

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

These documents constitute the entirety of the contract.

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

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

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

B. AWARD

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

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, in whole 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 intent to award decision has been determined, it will be posted to the Internet at: <http://das.nebraska.gov/materiel/purchasing.html>

Grievance and Protest Procedure is as follows:

Within ten (10) calendar days of the intent to award decision being issued, grievances or protests are to be expressed in writing to the Department of Correctional Services, Materiel Administrator via email dcs.purchasing@nebraska.gov or via U.S. Mail - P.O. Box 94661 Lincoln, NE 68509-4661. The notification should state the bid number and specific issues that are to be addressed. A response will be made by the DCS Materiel Administrator.

If the response from the Materiel Administrator has not satisfied the grievance of the vendor, a protest letter is to be sent to the Deputy Director of Administration, Department of Correctional Services via U.S. Mail - P.O. Box 94661 Lincoln, NE 68509-4661. A meeting will be scheduled with the vendor to discuss the issues.

Any protests must be filed by a vendor within ten (10) business 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)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair

Employment Practice Act prohibits Contractors of the State of Nebraska, and their Sub-Contractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensations, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all sub-contracts for services to be covered by any contract resulting from this Request for Proposal.

D. PERMITS, REGULATIONS, LAWS

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

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

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

The Contractor shall not commence work under this contract until all the insurance required hereunder has been obtained and such insurance has been approved by the State. The Contractor shall maintain all required insurance for the life of this contract and shall ensure

that the State Purchasing Bureau has the most current certificate of insurance throughout the life of this contract. If Contractor will be utilizing any Sub-Contractors, the Contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all Sub-Contractor (s). Contractor is also responsible for ensuring Sub-Contractor(s) maintain the insurance required until completion of the contract requirements. The Contractor shall not allow any Sub-Contractor to commence work on any Sub-Contract until all similar insurance required of the Sub-Contractor has been obtained and approved by the 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 contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Sub-Contractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Sub-Contractor'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 Sub-Contractor 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 Sub-Contractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability coverage. The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered 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

d. UMBRELLA/EXCESS LIABILITY

Over Primary Insurance \$1,000,000 per occurrence

e. SUBROGRATION WAIVER

“Waiver of Subrogation on the Worker’s Compensation in favor of the State of Nebraska.”

f. LIABILITY WAIVER

“The State of Nebraska, Certificate holder, is an additionally insured, primary & noncontributory on the General Liability.”

g. Medical malpractice

Qualification Under NE Excess Fund

If the provider participates in the Nebraska Excess Liability Fund \$ 500,000.00 per person
\$1,000,000.00 aggregate

If the provider does not participate in the Nebraska Excess Liability Fund \$1,000,000.00 per person
\$3,000,000.00 aggregate

Do you currently participate in the Nebraska Excess Liability Fund? Please Initial as appropriate. ____Yes ____No

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 shall be submitted to the attention of the Buyer.

Department of Correctional Services
Purchasing Division
Folsom & W. Prospector, Bldg. #1
Lincoln, NE 68522
(facsimile (402) 479-5663).

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 Department of Correctional Services, Purchasing Division, when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

G. COOPERATION WITH OTHER CONTRACTORS

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

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

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

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 Sub-Contractor's services, the Sub-Contractor's 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 Sub-Contractors 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)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or specified Sub-Contractors, 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 Sub-Contractor selected to perform work on the project.

Contractor shall make his/her employees aware of Neb. Rev. Stat. §28-322.01 that states it shall be a Felony for individuals working for or under contract to the Department of Correctional Services to engage in sexual contact or relations with an inmate or parolee within the State correctional system, and that no inmate nor parolee is legally capable of giving consent to any such relationship.

Contractor's personnel shall be subject to departmental security checks prior to their arrival on site, and will carry proper identification with them at all times while on facility grounds.

Contractor shall make his/her employees aware of the Nebraska Department of Correctional Services, Administrative Regulation 112.31 (Code of Ethics and Conduct).

Contractor shall inform his/her personnel of the Nebraska Department of Correctional Services Tobacco Policy, which states that tobacco and tobacco-related products are contraband and must not be carried into any NDCS-owned or controlled property. Such products must remain in Contractor's locked vehicle while on NDCS-owned or controlled property.

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 Sub-Contractor 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.

K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

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

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

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

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

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

N. ERRORS AND OMISSIONS

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

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.

O. BEGINNING OF WORK

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

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.

P. ASSIGNMENT BY THE STATE

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

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.

Q. ASSIGNMENT BY THE CONTRACTOR

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

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.

R. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

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

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, mandatory requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

S. GOVERNING LAW

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

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.

T. ATTORNEY'S FEES

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

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.

U. ADVERTISING

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

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

V. STATE PROPERTY

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

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

W. SITE RULES AND REGULATIONS

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

The Contractor shall use its best efforts to ensure that its employees, agents, and Sub-Contractors 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)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

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) calendar 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

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

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.

2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.

3. The State may terminate the contract immediately for the following reasons:
 - a. If directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. A trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. Fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - e. An involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. A voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable;
 - i. Second or subsequent documented "vendor performance report" form deemed acceptable by the Department of Correctional Service or;
 - j. Contractor engaged in collusion or actions which could have provided Contractor an unfair advantage in obtaining this contract.

Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

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

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) calendar 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.

AA. BREACH BY CONTRACTOR

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

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) calendar 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

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

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. ADMINISTRATION – CONTRACT TERMINATION

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

1. Contractor must provide confirmation that upon contract termination all deliverables prepares in accordance with this agreement shall become the property of the State of Nebraska; subject to the ownership provision (section E) contained herein, and is provided to the State of Nebraska at no additional cost to the State.
2. Contractor must provide confirmation that in the event of contract termination, all records that are the property of the State will be returned to the State within thirty (30) calendar days. Notwithstanding the above, Contractor may retain one copy of any information as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures.

DD. PENALTY

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

In the event that the Contractor fails to perform any substantial obligation under the contract, the State may withhold all monies due and payable to the Contractor, without penalty, until such failure is cured or otherwise adjudicated. Failure to meet the dates for the deliverables as agreed upon by the parties may result in an assessment of penalty due the State of \$500.00 dollars per day, until the deliverables are approved. Contractor will be notified in writing when penalty will commence.

EE. PERFORMANCE BOND

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

The selected Contractor will be required to supply a cashier's check or a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of

Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the cashier's check or bond must be an established dollar amount \$1,000,000.00. The check or bond will guarantee that the selected Contractor will faithfully perform all requirements, terms and conditions of the contract. If the selected Contractor chooses to provide a cashier's check, the check must show an expiration date on the check. Cashier's checks will only be allowed for contracts for three (3) years or less, including all renewal options. Failure to comply shall be grounds for forfeiture of the check or bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond or cashier's check will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

FF. FORCE MAJEURE

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

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.

GG. PROHIBITION AGAINST ADVANCE PAYMENT

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

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

HH. PAYMENT

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

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.

II. INVOICES

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

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

Invoices should be mailed and/or e-mailed to the point of contact listed below:

Invoices: NE Department of Correctional Services
 Accounts Payable
 P.O. Box 94661
 Lincoln, NE 68509-4661
 Or Via e-mail to: DCS.AccountsPayable@nebraska.gov
 Accounts Payable Contact (402) 479-5715

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.

JJ. RIGHT TO AUDIT

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

Contractor shall establish and maintain a reasonable accounting system that enables the State to readily audit contract. The State and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and Sub-Contractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers; cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; backcharge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

Contractor shall, at all times during the term of this contract and for a period of five (5) years after the completion of this contract, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by the State, whether during or after completion of this contract and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required) by the State. Such records shall be made available to the State during normal business hours at the Contractor's office or place of business. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for the State. Contractor shall ensure the State has these rights with Contractor's assigns, successors, and Sub-Contractors, and the obligations of these rights shall be explicitly included in any sub-contracts or agreements formed between the Contractor and any Sub-Contractors to the extent that those sub-contracts or agreements relate to fulfillment of the Contractor's obligations to the State.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by the State unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to the State in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse the State for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, the Contractor shall reimburse the State for total costs of audit. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the State's findings to Contractor.

KK. TAXES

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

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.

LL. INSPECTION AND APPROVAL

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

Final inspection and approval of all work required under the contract shall be performed by the designated State officials. The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Sub-Contractor 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.

MM. CHANGES IN SCOPE/CHANGE ORDERS

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

The State may, upon the written agreement of Contractor, make changes to the contract within the general scope of the RFP. The State may, at any time work is in progress, by written agreement, make alterations in the terms of work as shown in the specifications, require the Contractor to make corrections, 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 shall be determined in accordance with applicable unit prices if any, or a pro-rated value.

Corrections of any deliverable, service or performance of work required pursuant to the contract shall not be deemed a modification.

NN. SEVERABILITY

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

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

OO. CONFIDENTIALITY

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

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.

PP. PROPRIETARY INFORMATION

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

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, and provide supporting documents showing why such documents should be marked proprietary.** 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.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. §84-602.02, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All information not specifically excluded by State Law **WILL BE POSTED FOR PUBLIC VIEWING.**

QQ. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

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

By submission of this proposal, the bidder certifies, that it is the party making the foregoing proposal and 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 the 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.

RR. STATEMENT OF NON-COLLUSION

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

The proposal shall be arrived at by the bidder independently and be submitted without collusion with, and without any direct or indirect agreement, understanding or planned common course of action with, any person; firm; corporation; bidder; Contractor of materials, supplies, equipment or services described in this RFP. Bidder shall not collude with, or attempt to collude with, any state officials, employees or agents; or evaluators or any person involved in this RFP. The bidder shall not take any action in the restraint of free competition or designed to limit independent bidding or to create an unfair advantage.

Should it be determined that collusion occurred, the State reserves the right to reject a bid or terminate the contract and impose further administrative sanctions.

SS. PRICES

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

All prices, costs, and 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.

Prices offered herein will remain firm from the date of the award for three (3) years. Prices may be subject to change upon renewal options. Such changes shall be based on industry changes as evidenced by revised printed price lists, verifiable documented cost increases or notices. A request for price increase shall be provided in writing, to The Nebraska Department of Correctional Services, Purchasing Division contact at least thirty (30) days prior to any price increase of the contract. No price increases are to be billed to NDCS without prior written approval by the NDCS Purchasing Division. NDCS reserves the right to accept or reject any price increase request. In the event new prices are not acceptable, the contract may be cancelled. Approved price increases shall become part of the new contract as a revision and will be recognized as firm contract pricing. Revised pricing will carry over to any subsequent renewals or revisions unless specifically revised and agreed upon by NDCS and contractor.

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.

TT. BEST AND FINAL OFFER

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

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.

UU. ETHICS IN PUBLIC CONTRACTING

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

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, employee or evaluator 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 or any evaluator.

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.

VV. INDEMNIFICATION

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

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, Sub-Contractors, 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, Sub-Contractors, 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.

WW. NEBRASKA TECHNOLOGY ACCESS STANDARDS

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

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards. 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.

XX. ANTITRUST

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

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

YY. DISASTER RECOVERY/BACK UP PLAN

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

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.

ZZ. TIME IS OF THE ESSENCE

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

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.

AAA. RECYCLING

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

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 Neb. Rev. Stat. §81-15,159.

BBB. DRUG POLICY

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

Contractor certifies that 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.

CCC. EMPLOYEE WORK ELIGIBILITY STATUS

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

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant

Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of 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: <http://das.nebraska.gov/materiel/purchasing.html>

The completed United States Attestation Form should be submitted with the Request for Proposal response.

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

DDD. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

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

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 sub-contracts 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.

Contractor, by signature to this RFP, certifies that Contractor has not had a contract with the State of Nebraska terminated early by the State of Nebraska. If Contractor has had a contract terminated early by the State of Nebraska, Contractor must provide the contract number, along with an explanation of why the contract was terminated early. Prior early termination may be cause for rejecting the proposal.

EEE. POLITICAL SUB-DIVISIONS

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

The Contractor may extend the contract to political sub-divisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Contract must be met by political sub-divisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political sub-divisions or other public entities not authorized by Neb. Rev. Stat. §81-145, listed as “all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations.” A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

FFF. OFFICE OF PUBLIC COUNSEL

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

If it provides, under the terms of this contract and on behalf of the State of Nebraska, health and human services to individuals; service delivery; service coordination; or case management, Contractor shall submit to the jurisdiction of the Office of Public Counsel, pursuant to Neb. Rev. Stat. §§ 81-8,240 et seq. This section shall survive the termination of this contract and shall not apply if Contractor is a long-term care facility subject to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq.

GGG. LONG-TERM CARE OMBUDSMAN

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

If it is a long-term care facility subject to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq., Contractor shall comply with the Act. This section shall survive the termination of this contract.

HHH. LICENSE/SERVICE OR OTHER AGREEMENTS

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

Any License/Service or other such agreements which the bidder may want the State to consider must be submitted with the bid. Any License/Service or other such agreements submitted to the State post bid opening may result in the bid being rejected in its entirety. Any such agreement, if agreed to by the State, will be considered an addendum to the contract. Any terms and conditions contained in any such accepted agreement (addendum) must not conflict with or alter the State's Terms and Conditions (Terms and Conditions) as contained in the RFP and finalized in the contract. In the event of any conflict between the Terms and Conditions and any addendum the Terms and Conditions will prevail.

The State reserves the right to reject any submitted addendum and considers the submission of any such addendum to be a proposed alteration of the Terms and Conditions.

This clause does not apply to any third party license or service agreements.

IV. PROJECT DESCRIPTION AND SCOPE OF WORK

The bidder shall provide the following information in response to this Request for Proposal.

A. PROJECT OVERVIEW

State of Nebraska, Department of Correctional Services (NDCS), hereinafter also referred to as the State, is seeking proposals to provide inmate health care at the Tecumseh State Correctional Institution (TSCI).

TSCI houses Medium/Maximum/Death Row custody inmates. Current maximum population is 1,065 with the average daily population at 1,030. Design capacity at TSCI is designed to house: a 64 bed Substance Abuse Unit (SAU), 64 bed Protective Custody (PC) beds, 198 bed segregation unit, with a separate 36 bed segregation in Housing Unit 1F, and 704 general population. The Skilled Nursing Facility (SNF) unit has a ten (10) bed skilled nursing facility (SNF) which includes two negative pressure cells, on-site x-ray capability, optometry unit, and a two-chair dental unit.

B. PROJECT ENVIRONMENT

TSCI is located southeast of Lincoln, Nebraska, at 2725 N. Highway 50, Tecumseh, NE.

C. SCOPE OF WORK

Contractor is to establish a program for the provision of comprehensive health care, and psychiatric services and mental health services for the TSCI. All documents referenced below will be provided for review at the Mandatory Pre-Proposal Conference. Copies will be provided to the successful bidder. The program is to meet:

- All Nebraska State Statutes regarding the provision of health services in prison facilities
- Community standards of care per State Statute 84-4,153.
- DHHS Skilled Nursing Facility regulations
- NDCS Administrative Regulations and policy directives
- NDCS Health Services and Nursing Protocols
- NDCS Formulary
- Nebraska Governor's Executive Orders
- Standards of the American Correctional Association (ACA – currently 4th Edition)
- Title 175 Nebraska Administrative Code Chapter 12

If a conflict would exist between any of the aforementioned, then the more stringent requirement will apply.

V. PROJECT REQUIREMENTS

A. RECEIVING SCREENING/INTRASYSTEM TRANSFER SCREENING

A receiving screening or intrasystem transfer screening will be performed on all new inmates by health staff immediately upon their arrival at the TSCI. The TSCI will provide intake services for death row inmates. Other inmates transferred to the facility will have been processed through the NDCS Diagnostic and Evaluation Center (DEC).

For inmates transferred to the TSCI, the inmate's medical condition will be assessed and the inmate's transfer summary will be reviewed by health care staff immediately upon the inmates' arrival at the TSCI. The transfer screening will include review of prior treatment for medical, dental, vision, or mental health problems, current medication regime, current complaints of illness, last Purified Protein Derivative (PPD), and follow-up from off-site appointments.

The finding of the preliminary screening and/or intake evaluation will be recorded on a form approved by the Department of Correctional Services (NDCS) and entered into the inmate's medical record. Appropriate disposition based upon the findings of the receiving screening or transfer screening shall occur and be documented.

B. HEALTH REVIEW PRIOR TO TRAVEL/TRANSFER

Prior to transfer to another institution, or other substantial travel, either the inmate or the inmate's health record will be evaluated by a health care professional to determine suitability for travel. When travel is approved, pertinent data, including medication, behavior management procedures, and other treatment shall be documented in a manner readily accessible to and easily understood by transportation staff or others who may be called upon to attend to each inmate during travel and upon reception at the receiving institution or travel destination. Medication or other special treatment required enroute shall be furnished to transportation staff, along with directions and timeframe for use.

C. DETOXIFICATION

Contractor will be responsible for the detoxification of inmates withdrawing from drugs and/or alcohol. Inmates experiencing severe, life threatening intoxication (overdose), detoxification, or withdrawal shall be transferred by ambulance to an off-site medical facility.

Inmates manifesting symptoms of alcohol or drug withdrawal will be admitted to the Skilled Nursing Facility and the Contractor's physician will be notified immediately. The Contractor's physician or midlevel practitioner will give medication orders. When detoxification is performed in the Skilled Nursing Facility, it will be under medical supervision, following strict procedures outlined by the physician or midlevel practitioner. A qualified member of the health care staff will assess an inmate at risk for progression to a more serious level of withdrawal.

If an inmate's condition deteriorates during the detoxification process, the Contractor's physician or midlevel practitioner will be notified and a determination will be made to transfer the inmate to an off-site medical facility.

D. HEALTH APPRAISAL

Inmates receive an initial physical and evaluation at the Department of Correctional Services Diagnostic and Evaluation Center. For the occasional physicals that have not been completed at the Diagnostic and Evaluation Center, the Contractor's midlevel practitioner or physician must complete a health appraisal for each inmate within fourteen (14) days of their arrival at

the TSCI. All test results, diagnoses, and observations must be included in the medical history/health appraisal. This will be fully documented in the medical record.

Health appraisal must include, but is not limited to, the following:

- a. Blood test for HIV
- b. CBC
- c. Chemistry profile
- d. Collection of additional data to complete the medical and immunization histories
- e. Complete history and physical examination
- f. Dental screening and dental hygiene instruction
- g. Hearing screening
- h. Hepatitis Panel
- i. Inmates with a positive TB test or those exhibiting symptoms will be given a chest x-ray within seventy-two (72) hours
- j. Laboratory test including RPR, and other diagnostic tests as clinically indicated
- k. Mental health, with referral as needed
- l. Recording of vital signs, height, weight, blood pressure, pulse, temperature, and respiratory rate. Oxygen saturation, peak flows and blood sugar will be taken if indicated
- m. Review of the receiving screening results
- n. Suicide prevention screening
- o. Two-step PPD (as indicated)
- p. Urine screen for inmates aged thirty-four (34) and under to test for chlamydia and gonorrhea. Testing for inmates over thirty-four (34) if indicated
- q. Urinalysis
- r. Vision screening
- s. Additional tests and examinations if appropriate

A primary care physician, licensed in the State of Nebraska, is required to review the results of the health appraisal. Contractor is responsible for completing the health classification for inmate work and housing assignments.

Contractor shall provide annual TB testing during the month of admission anniversary for all inmates not previously testing positive.

Contractor shall conduct annual physical exams on all inmates fifty (50) years of age and older. Upon written request, inmates under fifty (50) years of age shall receive a complete physical every five (5) years. When medically indicated, a routine lab screen and tuberculosis test will be conducted on all inmates returning from NDCS Community Corrections Centers.

E. SICK CALL/OVER THE COUNTER MEDICATIONS

Sick Call: Contractor 's qualified health care professionals shall conduct sick call five (5) days per week, Monday through Friday, excluding State holidays.

Over the Counter Medications: Contractor will provide/obtain and distribute over the counter medications to the inmate population.

F. SICK CALL/SEGREGATION UNIT

Daily rounds of segregation units shall be conducted in both segregation units and documented by nursing staff, Monday through Friday, excluding State holidays. Daily sick call shall be conducted in the segregation unit with assessments performed by the nursing staff and appropriate follow-up care provided by physicians or midlevel practitioners on a day-to-

day basis. The 198 population segregation unit contains a medical examination room to provide sick call services to this population.

G. SKILLED NURSING FACILITY (SNF)

There is a ten-bed SNF which includes two negative air pressure rooms. Contractor is responsible to ensure routine inspections and recertification of the negative air pressure rooms is conducted and will incur the cost of such inspections. A copy of the recertification of the negative air pressure rooms will be provided to the NDCS Contract Monitor.

Inpatient care shall be provided to include the following:

- a. A physician on-call twenty-four (24) hours per day, seven (7) days per week
- b. Admission to and discharge from the SNF are on the order of the Contractor's physician or other health professional where permitted by State law
- c. A separate and confidential medical record for each patient
- d. Compliance with applicable State statutes and local licensing requirements
- e. On-site supervision of the SNF by a registered nurse twenty-four (24) hours per day, seven (7) days per week.
- f. SNF rounds will be conducted daily by a mid-level practitioner or physician; however, the physician shall conduct SNF rounds at least three (3) days per week

A manual of NDCS nursing care procedures will be available in the SNF.

NDCS shall have complete access to all inmate medical information.

H. SNF CARE

When the scope of medical services cannot be provided at the TSCI SNF (e.g., tertiary care or services provided by highly specialized providers that require sufficient technological/support facilities), contractor shall use off-site community hospitals to meet the health care requirements.

When off-site providers are used, Contractor shall coordinate transportation needs and correctional officer coverage with TSCI security staff.

Contractor is responsible for utilization review to include pre-approvals, case management, and discharge planning.

I. SPECIALTY CARE AND REFERRALS

Contractor shall provide and pay for all costs associated with on-site specialty care clinics as well as hospice and home health care. Specialty clinics that are required include, but are not limited to, physical therapy, and orthopedics. Contractor will use all NDCS Contract Providers to ensure consistency in the items dispensed by contract providers.

Contractor shall make referral arrangements with specialists for the treatment of those inmates with health care problems, which may extend beyond the primary care services provided on-site. All off-site referrals shall be coordinated with the TSCI staff for security arrangements.

Dialysis services are provided within NDCS at the Nebraska State Penitentiary. TSCI inmates requiring dialysis will be transferred to an NDCS facility for dialysis treatment.

Inmates requiring special services, supplies, and prosthetic devices will receive such services and supplies when Contractor's physician deems it to be a medical necessity. Contractor's

physician will follow the community standard of care and ensure the inmate is provided with what is necessary, and not the highest end of what is available. Dental prosthetics will be provided if deemed medically necessary and in conjunction and compliance with existing NDCS Health Services Protocol.

Contractor shall be responsible for all supplies used or ordered by a specialist, including recommended prosthetics, braces, special shoes, dentures, hearing aids, hearing aid batteries, orthopedic devices, etc. Prosthetic devices shall be supplied when the health of the inmate would be adversely affected, or if deemed medically necessary.

All specialists must be Board Certified or Board eligible in their respective specialty. The Contractor will develop and complete a utilization review process for approval of off-site consultations or inpatient care within fourteen (14) working days of the request.

Contractor's physician will participate as a member of the NDCS Health Services Staff. The NDCS Health Services Staff reviews complicated, non-emergent medical treatment care plans and inmate requests for elective procedures and/or surgery.

Information on all specialty referrals, which have been denied by the Contractor's utilization process, will be provided to the NDCS Contract Monitor on a monthly basis as part of the data collected for the NDCS Monthly Report. Denied specialty referral information will be forwarded to the NDCS Medical Director who may override the Contractor's denial. Contractor will act in accordance with the NDCS Medical Director's decision. There is no appeal of the NDCS Medical Director's decision.

J. TELEHEALTH

NDCS is currently utilizing telehealth at selected NDCS facilities and has infrastructure and wireless capacity in many areas. Any additional access requirements will be at Contractor's expense. All other costs are at the Contractor's expense, including, but not limited to:

- Remote Presence Medical Device Endpoints
- Control Station
- Interfaces
- Software licenses
- Connect and Support Managed Services
- Secure HIPAA Compliant cloud infrastructure
- Proactive monitoring and 24/7/365 support
- Firewall traversal and variable bandwidth management
- Product Specialist support
- Account Management Support
- Applicable taxes

K. CHRONIC CARE PATIENTS

Contractor shall develop a program for the care of inmates with chronic or infectious diseases that conforms to the NDCS Health Services Protocols. The chronic care provided shall entail the development of an individual treatment plan by the responsible physician specifying instructions on diet, medication, diagnostic testing, and follow-up. Chronic care patients shall be provided a review every three (3) months or more often if medically indicated. The following is a list of the chronic care clinics to be held on a regular basis:

- Cardiovascular/Hypertension clinic
- Endocrine clinic

- General medicine/special needs clinic
- Infectious disease clinic (e.g., HIV, Hepatitis, TB)
- Pulmonary clinic
- Neurology clinic (e.g. seizure disorder)

L. EMERGENCY CARE

Contractor shall provide emergency medical services on the premises twenty-four (24) hours per day, seven (7) days per week. Arrangements shall be made for emergency services beyond on-site capabilities with appropriate community resources. The Contractor shall be responsible for the cost of ambulance services.

Contractor shall be responsible for providing emergency treatment to visitors, staff, employees, and sub-contractors of the NDCS who become ill or are injured while on the premises. Treatment will consist of stabilization and referral to a personal physician or local hospital. The Contractor is not responsible for emergency transportation of visitors, staff, employees or sub-contractors of the NDCS.

Contractor's Physician, Psychiatrist, Psychologist or Licensed Mental Health Practitioner, Dentist, and Director of Nursing (or designees) shall be on-call 24/7.

M. DENTAL CARE

Provisions for dental services will be in compliance with NDCS Health Services Protocol. There are two dental chairs at the TSCI. The Contractor must provide the following dental services on-site:

- a. A defined charting system that identifies the oral health condition and specifies the priorities of treatment by category
- b. Dental prosthetics when the health of the inmate would be adversely affected as determined by the on-site Dentist
- c. Dental screening within seven (7) days of intake, unless completed by NDCS within the last six (6) months
- d. Dental treatment including fillings and extractions
- e. Education regarding prevention of dental disease and oral hygiene
- f. Emergency care
- g. Full dental examinations within three months of intake (if not previously completed), supported by x-rays and information from the intake screening
- h. Medications through the NDCS Pharmacy as noted in Section W
- i. Provision of or referral for maxillofacial surgery services when indicated
- j. Referral to a dental specialist if indicated

N. OPTOMETRY SERVICES

Contractor will be responsible for the repair and fitting of state-issued eyewear, and the utilization of the current NDCS optical contract vendor to ensure consistence in what is provided to all inmates within all NDCS facilities. NDCS will ensure the frames covered under the optical contract are provided to the Contractor for inmates at TSCI to try on. Contractor will place all orders through the contract optical vendor and will provide NDCS Accounting with all invoices, packing lists, and any other verification of the order and receipt of order. Inmates who elect to purchase non-state issued eyewear must order their eyewear through the appropriate NDCS contracted eyewear vendor.

Provisions for Optometry services will be in compliance with NDCS Health Services Protocol. The Contractor will provide the following on-site services:

- a. A defined charting system that identifies the visual health condition and specifies treatment
- b. Emergency care
- c. Medications through the NDCS Pharmacy as noted in Section W.
- d. Plastic and wire frames, corrective lens, and contact lens when medically indicated will be purchased through the NDCS Optical Contract-
- e. Vision examinations every two (2) years unless a mitigating medical condition requires more frequent examinations
- f. Vision screening within fourteen (14) days of intake, unless completed by NDCS within the last six (6) months
- g. Referral to a vision specialist (including ophthalmology) if indicated
- h. Surgery services or referral for surgery services when indicated

O. AUDITORY SERVICES

Contractor shall provide hearing assessments as medically indicated, including audiography. Provision of hearing aids/hearing aid batteries, and any and all charges for auditory service will be at the Contractor's expense and per NDCS Medical Protocol.

P. IMMUNIZATIONS

At a minimum, Contractor will provide the following immunizations to inmates at the TSCI:

- a. Hepatitis A and B
- b. Pneumovax
- c. Tetanus
- d. Influenza
- e. Zostavax

The Center for Disease Control (CDC) Standards will dictate additional immunization requirements per NDCS protocol.

Q. PHYSICAL MEDICINE AND REHABILITATION (PHYSIATRY)

Contractor is responsible for providing all physical medicine and rehabilitation (physiatry). The Contractor will be responsible for inmates who have a limb loss, congenital absence or functional deficiency requiring an externally applied device and will provide a prosthesis or orthosis, as medically indicated. The Contractor will also provide any comprehensive rehabilitation that may include physical and occupational therapy, speech therapy, psychosocial services or therapeutic recreation.

R. ANCILLARY SERVICES

The Contractor will provide medically necessary and appropriate diagnostic x-ray procedures, including fluoroscopy, magnetic imaging, CT scan, and other special studies.

Contractor will be responsible for all radiology services with routine x-rays being provided on-site. All x-rays will be read by a Board Certified or Board eligible radiologist and administrated by a licensed radiology technician. The radiologist will call the Contractor's physician or mid-level practitioner with any report requiring immediate intervention. A written report will be forwarded to the institution within twenty-four (24) hours of interpretation of the films.

All emergency x-rays that are required at times other than normal working hours will be performed at a local medical facility.

Contractor shall utilize on-site institutional services to their fullest extent. The Contractor shall arrange for regular phlebotomy, x-ray, and EKG services.

Contractor's physician/midlevel practitioner shall review all laboratory results within forty-eight (48) hours of receipt.

S. THERAPEUTIC DIET PROGRAM

When a special diet is medically indicated, the medical department will provide a copy of the diet change to the NDCS Contract Monitor and the Institution's Food Service Director within twenty-four (24) hours of writing the order. The Contractor's physician or midlevel practitioner shall review all therapeutic diets on a monthly basis to determine if the diet is still medically necessary. Contractor will follow AR 108.01 FOOD SERVICE, when placing inmates on therapeutic/special diets.

Contractor shall use therapeutic diets established by the NDCS approved Registered Dietician.

T. PHARMACY SERVICES

The NDCS is responsible for the cost of all medications lawfully prescribed by Contractor's licensed medical professionals. The Contractor shall follow the NDCS Formulary will be available for review at the mandatory pre-proposal conference. Contractor shall include a medication administration record (MAR) to include all information contained on the prescription label and the name of the practitioner who prescribed the medication. Contractor shall establish a renewal procedure for inmates that have Keep On Person (KOP) medications.

The Contractor will obtain all prescription and non-prescription medications, including psychotropic medications, and all intravenous solutions ordered by the Contractor's physician, mid-level practitioners, and dentist through the NDCS Pharmacy. The Contractor may provide chemotherapy on-site. The NDCS does not require or expect the medication to be mixed on site.

TSCI Clinic Stock and SNF Emergency Med Box shall be provided by NDCS Pharmacy for on-site stat dose capability for emergencies, and an emergency drug supply. For any medication not immediately available from the NDCS Pharmacy, Contractor shall use a local back-up pharmacy to provide properly labeled pharmaceuticals and drugs to the institution using a "unit dose method of packaging." The Contractor shall ensure that TSCI Clinic maintains a starter dose of medications provided by NDCS Pharmacy which, if not readily available, could compromise the inmate's health status.

All controlled, abusable and/or psychotropic medications will be individually administered to all inmates through a Contractor-operated pill line. The NDCS has KOP policy, which excludes psychotropics, controlled substances and medications that are abusable, and excludes inmates housed in the segregation unit.

Psychotropic medications such as anti-psychotics, antidepressants, and drugs requiring parenteral administration are prescribed only by a physician or authorized health practitioner by agreement with the Contractor's physician and then only following a physical examination of the inmate by a qualified health professional. Administration of involuntary psychotropic medications will be in compliance with applicable State laws, NDCS policy and procedure, and NDCS Health Services Protocol.

When an inmate is prescribed a new drug, they will be provided with an informational sheet in a timely manner and informed, as appropriate, regarding the drug interactions and contraindications. If an inmate submits a written request and an institutional check for

information on a drug they are currently taking, the NDCS Pharmacy will provide the information.

The NDCS Pharmacy shall be responsible for providing a two (2) week supply of all medications for discharged, paroled, and transferred inmates upon release from the facility. For inmates transferring to another NDCS facility, a seven (7) day supply of medications is to be provided and sent to the receiving institution at the time of transfer. The remainder of medications stored at TSCI for those inmates who have transferred to another institution or that have been discharged or paroled shall be returned to NDCS Pharmacy for proper destruction or returned to stock if applicable.

The Contractor shall distribute properly labeled pharmaceutical and drugs to the institution in a manner consistent with NDCS policies and according to State and Federal pharmacy laws and regulations. All medications dispensed to inmates, either by staff administered or self-administered (keep on person) shall be properly labeled to include inmate name and number, date, medication name, directions, route, quantity, prescriber name, number of refills, if any, as well as any other requirement to meet NDCS, State and Federal requirements. Only a Nebraska licensed pharmacist or Nebraska registered pharmacy technician (supervised directly by a licensed pharmacist) may affix labels to prescriptions to dispense medications to be given to inmates. Medication may be administered by a nurse, medication aide, or other appropriate personnel licensed by the State of Nebraska to give medications.

The Contractor shall make back-up provisions with local pharmacies for filling and delivery of emergent orders, including weekends, holidays, and after hours. A list of all emergent medication orders filled by the back-up pharmacy will be sent to the NDCS Pharmacist in Charge and NDCS Medical Director on a monthly basis for review.

The Contractor shall be required to return any unused inmate possessed prescriptions and expired controlled, non-controlled and over the counter medication that is not returnable or reusable in a manner consistent with NDCS, State and Federal pharmacy policy and law to the NDCS Pharmacy for destruction.

U. PSYCHIATRIC SERVICES

Contractor will provide psychiatric services to the TSCI on a regularly scheduled basis. Psychiatric services will be provided for twenty-four (24) hours per week, and a minimum of three (3) days per week. Contractor will provide 1.0 FTE Psychiatric mid-level provider. Mid-level services will be forty (40) hours per week. Per NDCS procedures, medical and mental health records will be maintained separately.

Psychotropic medication will be ordered only by a physician or mid-level provider and shall be used only to treat mental health disorders. No inmate will receive psychotropic medications for punitive reasons. When appropriate, serum blood levels shall be assessed to assure a therapeutic level is achieved. Psychotropic medications will be crushed, if ordered by a physician. Psychotropic medications will be given one dose at a time. Acceptance or refusal of drugs will be noted in the Medication Administration Record (MAR). If an inmate refuses medications (as identified by the NDCS Pharmacy), Contractor will follow medical protocols outlined in AR 115.08 PHARMACEUTICAL SERVICE, and 115.10 PHARMACY MEDICATION DISTRIBUTION, ACCESS & TRAINING will be followed.

V. MENTAL HEALTH SERVICES

Contractor's Mental Health staff will work with NDCS Mental Health staff to provide the same programming provided in other NDCS facilities to ensure consistency throughout the NDCS.

Contractor Mental Health staff will meet with NDCS Mental Health staff at regularly scheduled meetings. Contractor will provide up to four (4) mental health practitioners to provide outpatient treatment services as determined by NDCS Behavioral Health Administration.

Staff requirements

Services must be performed by Licensed Mental Health Practitioners (LMHP) or Psychologists with current licensure in Nebraska. Prefer Licensed Independent Mental Health Provider (LIMHP) licensure for master's level staff.

Mental Health Practitioners may be required to perform the following duties:

- a. Serve as after-hours Mental Health OD 365 days/year. Involves taking crisis calls and coming to TSCI to assess and manage cases as needed.
- b. Conduct initial classification for transfers to TSCI.
- c. Following special needs inmates on a monthly or more frequent basis.
- d. Conducting evaluations for custody promotion, parole board reviews, discharge reviews and medical porter pre-screening.
- e. Reviewing and responding to Inmate Interview Requests.
- f. Managing inmate mental health crisis.
- g. Managing suicidal inmates including conducting suicide assessment, suicide screening, and suicide plan management.
- h. Conducting Mental Status Examinations for inmates in restrictive housing.
- i. Serving on institutional committees including MDT, Unit Classification, Institutional Classification and Levels Committee.
- j. Review immediate segregation cases within twenty-four (24) hours for inmates with suicidal ideation.

W. HEALTH EDUCATION FOR INMATES

Inmate health education is an on-going and critical process that occurs during each health encounter, as well as during formal education sessions. In consultation with the NDCS Health Educator, the Contractor shall provide inmate health education. Some educational materials will be provided to the Contractor by the NDCS. As appropriate, the Contractor may utilize the TSCI television satellite system to assist them in educating inmates. Some examples where specific programs will be provided:

- a. Personal hygiene and communicable disease;
- b. Patients with chronic conditions such as hypertension, epilepsy, pulmonary disorders or diabetes;
- c. Care of minor skin wounds;
- d. Exercise;
- e. Diabetic foot care;
- f. Sodium and blood pressure;
- g. Sexually transmitted diseases;
- h. Stress management;
- i. Infection control for kitchen workers; and
- j. Specific disabilities.

This list is not meant to limit the Contractor from developing other pertinent educational information, which must be approved by the NDCS Health Educator prior to distribution.

X. MEDICAL RECORDS

Contractor shall maintain a medical record system and format contained in AR 115.03 HEALTH CARE RECORDS, utilizing the NDCS Health Care forms and chart format. The NDCS will be responsible for the cost of the medical record jackets and forms.

Medical records will be maintained separately from inmate institutional records. NDCS Medical staff will conduct scheduled audits of medical records as outlined in NDCS Medical Protocol.

Contractor shall ensure medical records contain accurate, comprehensible, legible, and up-to-date medical information on each inmate under its care. Medical records will be considered confidential. Contractor shall ensure specific compliance with standards regarding confidentiality, informed consent, and access/disclosure. Procedures will be instituted for the receipt and filing of all off-site consults, emergency room visits and inpatient hospitalizations in a timely manner.

Inmate medical records are the property of the NDCS. Contractor must safeguard all medical record information against loss, destruction, and unauthorized use. When an inmate is discharged or paroled (including inter-state transferred inmates) from the TSCI, Contractor will return all medical records to NDCS Central Office, Health Services within seven (7) business days of the inmate's release from the TSCI.

Should the NDCS purchase an Electronic Health Record (EHR) system, the Contractor will be required to utilize this system for the maintenance and management of health records. Contractor shall participate in any training for the EHR system and shall maintain the EHR system in accordance with NDCS requirements. Medical records will be compliant with NDCS Health Services Protocol.

Y. INFECTIOUS WASTE DISPOSAL

In accordance with Nebraska State and Federal regulations, Contractor shall make provision for collection, storage, and removal of medical waste and sharps containers. Contractor is responsible for the cost of removal and disposal, including all necessary supplies.

Z. SUPPLIES AND EQUIPMENT

Contractor is responsible for the cost of all supplies and equipment, excluding items listed on Attachment 1, needed for general operations and provision of inmate health care. A list of all items in excess of \$1,500 is provided as Attachment 1. Replacement of equipment identified in Attachment 1 will be replaced by the NDCS upon written request by the Contractor and mutual agreement between the Contractor and NDCS Health Services.

The Contractor will be responsible for the repair and maintenance to any existing equipment provided by the NDCS. All equipment and supplies provided by the Contractor will become the property of the NDCS. NDCS will be responsible for the cost of repairs, only if repairs are a direct result of NDCS staff or inmate abuse.

A monthly listing of all equipment and non-consumables purchased, greater than \$500, must be included in the monthly report to the NDCS Contract Monitor.

NDCS will supply Contractor's computers to the medical area, as determined by NDCS. Should the Contractor desire specific software or enhancements of any kind to NDCS computers, the Contractor shall submit a written request to the NDCS, and receive written approval from NDCS prior to the purchase and installation of such software or computer enhancement. One exception to the equipment language herein may be allowed with advance

written permission. The exception is limited to Contractor owned computers and/or printers that are stand-alone units (no connectivity to the NDCS network).

Contractor shall be responsible for securing the services of an outside licensed provider to conduct the annual testing of the negative airflow rooms in the hospital. Test results will be provided to the NDCS Contract Monitor.

AA. EXIT TESTING

Exit testing for inmates being discharged or paroled from the care and custody of the NDCS is statutorily mandated. When an inmate is discharged or paroled, the Contractor will conduct exit testing for HIV, Hepatitis B and C, and STD's. Testing will be conducted on inmates who have not previously tested positive. Inmates are allowed to refuse testing.

BB. COMMITTEE MEETINGS

Contractor will participate in NDCS committee meetings, at a minimum, to include, but not limited to:

- Medical Staff meetings
- NDCS Mental Health Meeting
- Nurse Manager Meeting
- Pharmacy and Therapeutics Committee
- Quality Assurance/Quality Improvement
- Quarterly Health Authority Meeting

CC. INSTITUTIONAL RESPONSIBILITIES

NDCS will provide the Contractor with office space, examination rooms, and utilities. Phone services will be provided to the Contractor to enable the Contractor to perform its obligations and duties under the contract. All long distance charges made on NDCS telephones will be identified at the facility from the monthly billing and will be at the Contractor's expense. NDCS will provide Contractor with an itemized list of calls on a monthly basis. Costs will be reimbursed to NDCS as a credit against the Contractor invoice.

NDCS shall provide security staff for off-site supervision and transportation of inmates for medical care. The NDCS shall provide security services in the clinic.

DD. USE OF INMATE WORKERS

NDCS shall provide inmates to provide janitorial and housekeeping services. The contractor will participate in interviewing, hiring recommendations for work assignment, and training inmate porters. Contractor personnel will oversee the performance of janitorial and housekeeping duties by the assigned inmate(s). Contractor shall report inmate deviation from the NDCS Inmate Rules or Administrative Regulations to appropriate NDCS staff. NDCS shall compensate inmate workers. NDCS will provide Inmate Health Porters and the compensation. This program is outline in Administrative Regulation 115.32 HEALTH PORTER JOB CLASSIFICATION AND PAY PLAN. Pay and procedures are also subject to Administrative Regulation 113.17 Inmate Payroll.

EE. EMERGENCY PLAN

Contractor shall follow NDCS emergency plan procedures in the event of a man-made or natural disaster. Review of the health aspects of the emergency plan shall be part of the initial orientation of new personnel. Emergency drills will be conducted at least annually with all health care staff.

FF. INTERSTATE TRANSFER MEDICAL EXPENSES

All interstate transfer inmates shall have routine medical expenses paid from the Contractor's medical budget. Non-routine medical expenses shall be the responsibility of the sending state. Prior approval must be obtained from appropriate NDCS staff for all non-emergency situations. Non-routine medical expenses are generally associated with off-site care. To coordinate payment by the sending state the medical provider should be instructed to submit the bill to NDCS Accounting.

GG. SAFEKEEPERS

All on-site expenses incurred for providing medical care to Safekeepers is the responsibility of the Contractor. The off-site medical provider will be instructed to submit the bill to NDCS Accounting.

HH. INMATE REQUESTS FOR INFORMATION/GRIEVANCES/COMPLAINTS

When requested by NDCS staff, Contractor shall provide technical information to enable staff to respond to inmate related requests within three (3) calendar days of receipt of the request.

Contractor will also be required to respond directly to Inmate Interview Requests and/or complaints.

The Contractor shall:

- a. Maintain copies of responses for inmate related requests and forward responses to appropriate NDCS staff
- b. Maintain copies of responses for review by NDCS Contract Monitor

II. POLICY AND PROCEDURES

As requested, the Contractor shall be responsible for providing input pertaining to NDCS Administrative Regulations, Operational Memorandums, and procedures. The NDCS reserves the right to review policies and procedures of the Contractor.

JJ. SAFETY AND SANITATION INSPECTIONS

Contractor shall coordinate weekly/monthly safety and sanitation inspections of the TSCI medical, SNF areas with designated NDCS personnel. The Contractor will correct discrepancies or citations noted in a timely manner.

KK. STATISTICAL DATA

Contractor shall describe its management information system and/or any electronic inmate health care system available. The Contractor shall be required to keep statistical data related to the inmate health care program. This shall include utilization of service statistics and other reasonable information the NDCS believes useful to evaluate the health care program and anticipate future needs. The Contractor shall prepare statistical reports on a monthly basis and provide this information to the NDCS Contract Monitor. The Contractor shall provide a narrative monthly report delineating the status of the health care program, which also identifies potential problems and discusses their resolution.

Contractor shall utilize the NDCS format in providing monthly and annual statistics to the NDCS Contract Monitor.

LL. ACCREDITATION

Contractor shall maintain ACA files to ensure compliance and accreditation by the ACA for TSCI Health Services at both the internal and external audit level. The Contractor shall be

responsible for the payment of any revisits made by an ACA auditor due to failure to meet mandatory ACA medical standards.

MM. NDCS CONTRACT MONITOR

NDCS Materiel Administrator or designee will function as the NDCS Contract Monitor for this contract. The Contractor shall agree to allow the NDCS Contract Monitor to have unrestricted access to all medical records, statistical reports, and quality assurance reviews, as well as attendance at program support service meetings, as the NDCS Contract Monitor deems necessary to fulfill their duty.

NN. CONTRACTOR STAFFING

Contractor shall specify its credentialing procedures for professional staff employed at the TSCI. Copies of all current medical professional's licenses shall be kept on-file in the Contractor's TSCI office. Appropriate state and federal licensure, certification and registration requirements or restrictions shall apply to personnel who provide health services to inmates.

Contractor shall recruit and interview candidates who are currently licensed or certified in the State of Nebraska. The final selection of the individual who is responsible for administering the Medical Program (Health Service Administrator and Physician) shall be subject to approval by the NDCS. The hiring packet(s) shall be given to the NDCS Contract Monitor, who will consult with the Warden and NDCS Chief Operating Officer for final approval of the applicant.

Prior to an offer of employment, candidates will make an on-site visit to the TSCI.

The Contractor and its personnel shall be subject to and shall comply with all security regulations and procedures of the NDCS and the TSCI. Violations of regulations may result in the employee being denied access to the TSCI. In this event, the Contractor shall provide alternate personnel to supply services, described herein, subject to the NDCS' approval.

The NDCS reserves the right to prohibit, with cause, any of the Contractor's employees and/or independent Contractors from performing service with regard to this contract.

The NDCS shall provide security for the Contractor's employees and agents consistent with security provided to other State employees.

Prior to beginning employment, unless otherwise noted, all licensed health care providers shall be required to complete the following:

- a. Infectious disease blood test (Hepatitis A, B, C, and HIV)
- b. Medical exam
- c. NDCS Nepotism review
- d. NDCS non-scored questions
- e. NDCS Security Background Check
- f. TB test

Non-licensed personnel shall be required to pass the following:

- a. Medical exam/screening
- b. NDCS Nepotism review
- c. NDCS non-scored questions
- d. NDCS Security Background Check

The NDCS will bear the cost of the above-noted testing. Contractor will be required to send personnel to a NDCS provider for all testing.

Informational files on all sub-Contractors and contract employees shall be on file at the institution. The files shall be made available to the Warden and the NDCS Contract Monitor. Each file shall include copies of current license, proof of professional certification, current DEA certificate, malpractice insurance certificate, evaluations and position responsibilities.

The Contractor shall provide the names of corporate or regional management personnel assigned to this contract. A resume of the Regional Manager shall be included with this proposal.

The Contractor shall notify the NDCS Contract Monitor prior to discharging, removing, or accepting the resignation of on-site professional staff/sub-contractors and Contractor's intent of non-renewal of any professional sub-contractors providing on-site service.

The Contractor is prohibited from entering into covenants Not To Compete or Non-Competition Clauses with either employees or independent Contractors, or any party specifically related to the performance of any obligation required under this agreement, which would prohibit said independent Contractor or employee from competing, directly or indirectly, in any way with the Contractor.

OO. EMPLOYEE TRAINING/ORIENTATION/IN-SERVICE TRAINING

The Contractor shall be responsible for ensuring that all new health care personnel are provided with orientation and appropriate training regarding medical practices on-site at the TSCI. Prior to being permitted to work in the Medical Unit, all full-time and part-time contractor employees and sub-contractors must undergo and successfully complete the NDCS sponsored training at the Staff Training Academy in Lincoln. Pro re nata (PRN) staff are not required to attend NDCS training, but will be scheduled by the TSCI Training Specialist for TSCI specific training. The Contractor will be responsible for compensation of its employees and sub-contractors during this training and any related travel expenses associated with this orientation program.

The Contractor shall describe its orientation program for its staff. This block of training is conducted at the beginning of employment and is not spread out over the course of the year. Contractor shall describe annual training requirements for their staff.

Contract employees are required to complete forty (40) hours of annual in-service training, as specified in NDCS Policy. Coursework currently includes but may not be limited to the following NDCS courses:

- a. CPR (every two (2) years)
- b. Crisis Intervention-Conflict Resolution (CICR)
- c. Critical Behavior (suicide)
- d. Diversity
- e. Emergency Preparedness
- f. First Aid (every three (3) years)
- g. Infectious Disease Procedures
- h. PPCT Level Two
- i. Victims Awareness

After completion of NDCS training, Contractor may provide training to fill any remaining in-service hours needed to reach the forty 40 hour requirement. Contractor is responsible for compensating its employees and sub-contractors for all training, including related travel expenses associated with the training. Training records will be provided to the NDCS Contract Monitor on a quarterly basis.

PP. STAFFING AND SCHEDULES

All work hours shall be spent on-site at the TSCI. Staffing work schedules may be modified upon the mutual agreement and written consent between the Contractor and the NDCS Contract Monitor. All full-time contractual staff shall be on-site for at least forty (40) hours per week with the exception of approved holidays.

All contractual staff shall be required to comply with sign-in and sign-out procedures on an official time-keeping form. The Contractor shall be permitted to install an automated time clock system or use another NDCS approved method of timekeeping.

QQ. EMPLOYEE BENEFITS

A synopsis of the Contractor’s benefit program will be included in the proposal. The synopsis will include costing information showing fiscal relationship of benefits to salary.

RR. CREDIT TO THE NDCS (CHARGEBACKS)

The Contractor shall agree to credit the NDCS (hourly salary and fringe benefits), for hours of each position not covered as follows:

Salaried and non-medical positions: Contractor will be charged the salary and fringe benefits for staff that do not fulfill the agreed to contractual hours as noted in this contract.

Vacant positions: Contractor will be charged the salary and fringe benefits for positions left vacant for more than fourteen (14) consecutive days. The charge for salary and fringe benefits (aka chargeback) will begin on the fifteenth (15) day and will continue until the position is permanently filled. For nursing staff, PRN’s may be used to provide nursing coverage. Contractor may appoint an employee in an acting capacity to fill a vacancy. This will require pre-authorized approval (minimum of five (5) days in advance) from the NDCS Contract Monitor.

Non-salaried positions: Contractor will not incur a chargeback for hourly staff (i.e., nurses and medication aides) if the required weekly hours are provided. If required hours are not met, Contractor will be charged the average salary and fringe benefits for any hours identified in the minimum staffing pattern but not provided.

Sub-contractors: Full-time and part-time sub-contractors are required to provide the hours specified in the minimum-staffing plan. Failure to do so will result in a chargeback to the Contractor.

SS. STAFFING

Required **minimum** staffing:

Unless otherwise noted, staffing core hour requirements are for eight (8) hours per day, Monday-Friday between the hours of 7:00 AM and 5:00 PM

POSITION	MINIMUM STAFFING PATTERN
Physician	

Physician Assistant or Nurse Practitioner	
Secretary	
Health Service Administrator	
Dentist	
Psychiatrist	24 hours per week (minimum three (3) days a week)
Psychiatric mid-level	
Mental Health Practitioners (4)	
Optometrist	4 hours per week
Medical Records Clerk	
X-Ray Technician	20 hours per week
Dental Assistant (required)	
Dental Hygienist (optional)	
Director of Nursing	
RN's/LPN's	<ul style="list-style-type: none"> • Two (2) nurses will be on duty Monday-Sunday, twenty-four (24) hours per day. One (1) will be an RN • Monday-Friday: Five (5) nurses will be on duty from 6AM to 6PM. A minimum of two (2) will be RN's. RN's are required to provide a total of 288 hours per week; LPN's are required to provide a total of 228 hours per week.
Certified Medication Aides	200 hours a week, Monday-Sunday to coincide with TSCI scheduled medication distribution

NOTE:

- Contractor must submit their specific staffing pattern and identify any areas that may be sub-contracted. Sub-contracts may be allowed, but must be specifically identified.
- Contractor will provide NDCS Contract Monitor with computer generated information verifying by week the hours actually provided by staff.
- On September 1st each year of the contract, Contractor will provide NDCS Contract Monitor with the rate of pay for staff employed at the TSCI. Chargeback data will be updated by NDCS and current rate will be applied.
- If Contractor changes a contract employee to a subcontractor status, the NDCS Contract Monitor will be immediately notified. Failure to contact the NDCS Contract Monitor will result in chargebacks being levied at the base and fringe benefit rate, regardless of the subcontractor's status to receive such fringe benefits.

The Contractor shall assign personnel to cover all regularly assigned shifts, including weekends and holidays. PRN and overtime personnel will only be utilized to provide coverage during holidays, sick leave, vacations, or scheduled absences. The Contractor will develop a PRN pool. The PRN pool will include previously screened, oriented, and security-cleared individuals. Institution medical staffing work schedules will be modified only with the agreement and written consent of the NDCS Contract Monitor. Contractor may use PRN staff during those times when full-time staff is on leave, or in an emergency situation. PRN staff may not work in a part-time (20 hours a week) or full-time (40 hours a week) capacity for more than thirty (30) consecutive days at any given time. PRN's will not be used in lieu of full-time nursing staff. If an emergency arises and it is necessary to use the services of a PRN for

longer than thirty (30) days, Contractor will secure approval from the NDCS Contract Monitor. Under no condition will staffing for any given shift consist solely of PRN staff.

The proposal will include completion of a **STAFFING PATTERN DETAILS**.

Alternate Staffing

Contractors should bid on the above plan and then if an alternate will be suggested, identify an alternative staffing plan in their technical and pricing proposal. Alternate plans are subject to NDCS approval. When submitting an alternate staffing plan, **STAFFING PATTERN DETAILS**, must be included, which details the alternate plan.

TT. CONTRACT TRANSITION

In order to provide continuity in providing medical care to inmates, Contractor is strongly encouraged to offer employment to existing qualified staff.

The Contractor shall participate in the transition plan for the new contract period and shall send a representative to transitional meetings. The Contractor must demonstrate how it would make the transition into contract medical care. The timetable for transition is approximately ninety (90) days prior to the contract going into effect on the contract start date. The transition plan should address an orderly and efficient start-up. The Contractor should emphasize past experience in implementing contracts and successes in this area.

A detailed transition plan should be submitted with the proposal that addresses the following issues and includes a progress timetable:

- a. Equipment and inventory
- b. Medical record management
- c. Pharmaceutical, laboratory, radiology, and medical supplies
- d. Orientation of new staff
- e. Recruitment of new staff including physicians
- f. SNF services
- g. Sub-Contractors and specialists

The Contractor shall identify personnel that will be assigned to supervise and monitor the transition.

UU. SUPPLEMENTAL INFORMATION

The NDCS third party provider for processing invoices for off-site and on-site inmate healthcare for NDCS is currently BLUE CROSS/BLUE SHIELD OF NEBRASKA (BCBS). Off-site services provided to inmates located at the TSCI will be provided by the contracted third party PPO providers, and billed to NDCS through the third party contract, in accordance with the contract in place. The amount of the payment provided to the third party contractor, plus an administrative fee (currently set at nine (9%) shall be deducted from the monthly payment to the Contractor that occurs in the second half of the month.

The NDCS will provide Contractor with a written report of costs, which supports the chargeback amount. Any disputed chargeback must be reported within thirty (30) days of NDCS-provided written report. The Contractor is entirely responsible for payment of all non-PPO expenses. That is, if the Contractor elects to use a non-PPO provider, the Contractor is wholly responsible for the cost of this off-site care.

Any disputed charge must be reported within sixty (60) days of NDCS provided report.

Current services not covered under the NDCS contract with the contracted third party provider include:

- a. All vision services provided by an Optometrist
- b. Chiropractic services
- c. Claims billed by non-PPO providers
- d. Drugs billed by a pharmacy
- e. Out-of-state services
- f. Routine lab testing
- g. Routine vision services provided by an Ophthalmologist
- h. Routine Radiology services
- i. Services covered by Medicaid

VV. CATASTROPHIC

The Contractor shall be responsible for off-site inmate care up to the cumulative total of fifty thousand dollars (\$50,000) per inmate, per year, per diagnosis, per off-site hospitalization. Catastrophic expenses do not include:

- a. Accumulated cost of medications for any condition
- b. Any on-site expense
- c. Any transportation (ambulance) expense.

All expenses in excess of \$50,000, per approved BCBS of Nebraska payments (payments to non-PPO providers are not included), will be billed separately as a catastrophic expense to the NDCS, and reimbursed back to the Contractor.

The Contractor is entirely responsible for payment of all non-PPO expenses. That is, if the Contractor elects to use a non-BCBS of Nebraska PPO provider, the Contractor is wholly responsible for the cost of off-site care.

WW. MEDICAID

Off-site services provided to inmates located at the TSCI who meet the criteria for Medicaid will be billed through the Department of Health and Human Services, in accordance with an agreement in place between the NDCS and the Department of Health and Human Services. The amount of the payment provided to the Department of Health and Human Services shall be deducted from the monthly payment to the Contractor that occurs in the second half of the month. The Department will provide Contractor with a written report of costs, which supports the chargeback amount. Any disputed chargeback must be reported within thirty (30) days of NDCS-provided written report.

XX. INFORMATION REQUESTS

Other State agencies and entities, as well as entities outside of the State of Nebraska, may request information or tours of the TSCI SNF areas from the contractor. The contractor shall notify the TSCI Associate Warden of all requests prior to providing any response. All responses shall be forwarded through NDCS.

YY. EXPANDED SCOPE

NDCS reserves the right to expand the scope of this contract, in whole or in part, to include other NDCS facilities. Any change in scope will be mutually agreed to, in writing, by Contractor and NDCS. Change in the scope of service may include, but not be limited to,

change in pricing, increase/decrease in staffing, increase/decrease in programs referenced in this RPF, increase/decrease in service level.

ZZ. STATISTICAL REPORTS

Statistical reports from 2009 forward are attached (Attachment 2) to help bidders understand the medical needs of TSCI.

VI. 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, format and order:

A. TECHNICAL PROPOSAL SUBMISSION

The Technical Proposal shall consist of three (3) sections:

1. "State of Nebraska Request for Proposal for Contractual Services" form, signed in ink; and section III. Terms and Conditions
2. Corporate Overview; and
3. 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 unless otherwise agreed to, 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.

Further, Section III. Terms and Conditions must be returned with the proposal response.

2. 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 and whether the name and form of organization has changed since first organized.

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 **to include footnotes.**

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.

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

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 five (5) years. If the organization, its predecessor, or any party named in the bidder's proposal response has contracted with the State, the bidder 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 Sub-Contractor 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 Sub-Contractor 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. Provide narrative descriptions to highlight the similarities between the bidder's 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 Sub-Contractor. 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 Sub-Contractor(s) experience must be listed separately. Narrative descriptions submitted for Sub-Contractors must be specifically identified as Sub-Contractor projects.

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

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. SUB-CONTRACTORS

If the bidder intends to sub-contract any part of its performance hereunder, the bidder must provide:

- i. Name, address, and telephone number of the Sub-Contractor(s);
- ii. Specific tasks for each Sub-Contractor(s);
- iii. Percentage of performance hours intended for each sub-contract; and
- iv. Total percentage of Sub-Contractor(s) performance hours.

3. 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; and
- e. Deliverables and due dates.

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 the 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 (Form C). 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 Average Daily Population (ADP) of TSCI will be increasing with the addition of beds. For approximately the first six months of this contract (through February 2016), there will be no per diem payment to NDCS if the ADP is under 1,140 inmates.

Contractor will:

- a. Provide a base price for health care services based on a population of
 - i. 1,140 – 1,175 inmates
 - ii. Less than 1,140 inmates
 - iii. Above 1,175 inmates

The population is based on the average count from the previous month, as reported by the NDCS Planning and Research Program on the NDCS website. The Contractor can access www.corrections.nebraska.gov/news.html to see annual reports and monthly data sheets. The Contractor can also use the "Download All" function on the inmate locator website (http://dcs-inmatesearch.ne.gov/Corrections/COR_input.html) if they want to download raw data and run their own analyses on it.

Per Diem charges are determined based on the ADP from the prior month as follows:

- No Per Diem Charges when inmate population is 1,140 through 1,175
 - Per Diem only when ADP is 1,139 and under (payment to NDCS)
 - Per Diem only when ADP is 1,176 and over (payment to Contractor)
- b. Provide a per diem decrease in charge if institution population falls below 1,140.
EXAMPLE: Previous month population = 950
1139 – 950 = 49
189 x per diem decrease x number of days in current month = credit to NDCS. This credit will be defined as "Per Diem"
 - c. Provide the maximum percentage of increase or decrease in the base price for each subsequent renewal year.

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 is 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. No invoice will be approved unless the associated deliverables have been approved. A percentage of the total contract cost may then be invoiced based on the following schedule.

Payments will be twice a month: from the 1st through the 15th of the current month and 16th to the end of the current month.

Cost Statements will be submitted to:

Health Services

Attn: John Wilson (or submitted via e-mail to john.wilson@nebraska.gov and
Mary Carmichael via e-mail to mary.carmichael@nebraska.gov)

Statements will include the following:

Inmate Base Cost for Inmate Medical Services
Inmate ADP for previous month provided by TSCI Records
Per Diem if applicable
Cost of Inmate Copies
Cost of Inmate Eyewear
Charge-backs
Catastrophic Expenses if applicable
Long Distance Charges if applicable

Form A

Bidder Contact Sheet

Request for Proposal Number 79429-03

The Bidder Contact Sheet 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. 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.

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 Attend Pre-Proposal Conference

Request for Proposal Number 79429-O3

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

The "Notification of Intent to Attend Pre-Proposal Conference" Form B should be submitted to the Department of Correctional Services via e-mail (chris.kliment@nebraska.gov), facsimile (402) 479-5663, hand delivered or US Mail by the date shown in the Schedule of Events.

Form C

Bid Sheet

Request for Proposal Number 79429-O3

Inmate Medical Services Monthly with Mental Health Services

Year One \$ _____

Year Two \$ _____

Year Three \$ _____

Inmate Medical Services Monthly without Mental Health Services

Year One \$ _____

Year Two \$ _____

Year Three \$ _____

Per Diem under 1140 or over 1175

Year One \$ _____

Year Two \$ _____

Year Three \$ _____

