

STATE OF NEBRASKA SERVICE CONTRACT AWARD

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

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

CONTRACT NUMBER
34040 04

PAGE 1 OF 1	ORDER DATE 06/23/08
BUSINESS UNIT 25550100	BUYER KATHY DEVRIES
VENDOR NUMBER: 504708	
VENDOR ADDRESS: NEBRASKA METHODIST HEALTH, INC DBA BEST CARE EMPLOYEE ASSISTANCE PROG CENTER POINTE PROFESSIONAL PLAZA 9239 W CENTER RD OMAHA NE 68124-1900	

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

JULY 01, 2008 THROUGH JUNE 30, 2009

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

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

Original/Bid Document 2381 Z1

AWARDED FROM RFP NUMBER 2381Z1

Contract to provide Licensee Assitance Program to the State of Nebraska for the period effective July 1, 2008 through June 30, 2009, with the option to renew for one (1) additional year as mutually agreed upon by all parties.

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

CONTRACT VALUE SHALL NOT EXCEED \$96,000 AS PER THE ATTACHED PRICING SUMMARIES.

CONTACT: Bob Thome, Corporate Director
PHONE: 402-354-8000
FAX: 402-354-8046

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
1	Licensee Assistance Program	96000	\$	1.0000	96,000.00
Total Order					96,000.00

Kathy Devries
BUYER
Steve Kuhl
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA
Lincoln, Nebraska

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

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

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

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

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

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

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

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

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

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

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

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

PERFORMANCE AND DEFAULT: The State reserves the right to require a performance bond from the successful contractor, as provided by law, without expense to the State. Otherwise, in case of default of the contractor, the State may contract the service from other sources and hold the contractor responsible for any excess cost occasioned thereby.

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

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

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

PRICING SUMMARY

For the period July 1, 2008 through June 30, 2009

Annual Cost Categories*

Personal Services	\$77,000
• LAP Coordinator/Project Director Salary and Benefits @ 1 FTE	
• Corporate Director (Program and Staff Supervision) Salary and Benefits @ .1 FTE	
Operating Expenses	\$8,000
• Office Rent	
• Telephone Service	
• Supplies	
• Affiliate Fees	
Travel	\$1,500
• Personal Vehicle Mileage	
• Lodging	
• Meals	
Indirect Administration	\$9,500
• Administrative Support	
○ Administration/Corporate Management	
○ Legal	
○ Human Resources	
○ Finance	
○ Information Technology	
○ Reception/Clerical Support	
<u>Total Fixed Price</u> July 1, 2008 through June 30, 2009 Contract Period	<u>\$96,000</u>

***Best Care EAP would not require capital outlay expense or other capital expenses for the LAP if selected as the LAP contractor.**