

State of Nebraska
REQUEST FOR PROPOSAL FOR
CONTRACTUAL SERVICES FORM

RETURN TO:
 Division of Behavioral Health
 PO Box 95026
 Lincoln, NE 68509
 Phone: (402) 471-7820
 Fax: (402) 471-7859

SOLICITATION NUMBER	RELEASE DATE
RFP 54908-03	March 18, 2011
OPENING DATE AND TIME	PROCUREMENT CONTACT
April 28, 2011 2:00 p.m. Central Time	Susan Adams

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

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The State of Nebraska, Department of Health and Human Services, Division of Behavioral Health Gamblers Assistance Program, is issuing this Request for Proposal, RFP Number 54908-03 for the purpose of selecting a qualified contractor to provide Problem Gambling Helpline.

Written questions are due no later than April 1, 2011, and should be submitted via e-mail to susan.adams@nebraska.gov. Written questions may also be sent by facsimile to (402) 471-7859.

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

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

1. Sealed proposals must be received in Department of Health and Human 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 addresses are as follows: <http://www.dhhs.ne.gov/beh/gam/gam.htm> and <http://www.das.state.ne.us/materiel/purchasing/>
4. It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3, and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the contractor's bid or in the final contract.

BIDDER MUST COMPLETE THE FOLLOWING

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

FIRM: _____

COMPLETE ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

SIGNATURE: _____ DATE: _____

TYPED NAME & TITLE OF SIGNER: _____

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GLOSSARY OF TERMS

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

Addendum: Something added or deleted.

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

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

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

Amendment: Written correction or alteration.

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

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

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

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

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

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

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

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

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

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

Business Day: Any weekday, excepting public holidays.

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

Certified Compulsive Gambling Counselor (CCGC): means a person who has documented the standards for certification issued by the Division of Behavioral Health Services. An individual may not represent himself or herself as a Certified Compulsive Gambling Counselor unless he/she holds a valid certificate issued by the Division.

Clinical Supervision: means supervision directed towards enhancing the clinical skills and competencies of individuals providing problem gambling support services and/or counseling.

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

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

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

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

Consumer: An individual who is utilizing substance use disorder, mental health, problem gambling, or other addiction services from certified/licensed professionals or paraprofessional supportive services. For the purposes of this document, ‘consumer’ also includes callers to the Problem Gambling Helpline

Continuing Education means courses, seminars, workshops, lectures, institutes, or training programs, that pertain to the clinical knowledge and skill base associated with compulsive gambling services, and which have been approved by the Division.

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

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

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

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

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

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

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

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

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

Crisis Assessment: Including Urgent Crisis Assessment are thorough mental health assessments for a consumer experiencing a behavioral health crisis. The assessment must be completed by the appropriate professional. The assessment takes place in a setting such as a Mental Health Center, Hospital, or Substance Abuse Treatment Center. The assessment will determine behavioral health diagnosis, risk of dangerousness to self and/or others, and the recommended behavioral health service level. Based on the assessment, appropriate behavioral health referrals will be provided.

Crisis Response: Is designed to use natural supports and resources to build upon a consumer's strengths to help resolve an immediate behavioral health crisis in the least restrictive environment by assisting the consumer to develop a plan to resolve the crisis. The service is provided by behavioral health professionals who complete brief screenings, assess risk, and provide crisis stabilization, referral linkages, and consultation to hospital emergency room personnel, if necessary. The goal of the service is to avoid an Emergency Protective Custody hold or inpatient psychiatric hospitalization.

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

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

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

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

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

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

Division: Division of Behavioral Health (DBH).

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

Early Intervention: A process for recognizing warning signs that individuals are at risk for mental health, gambling or substance abuse problems and taking early action against factors that put them at risk. Early intervention strategies can help individuals recover more quickly, prevent problems from becoming worse and promote resiliency.

Emergency Psychiatry: That branch of medicine that deals with acute behavioral disturbances which suggest severe mental or emotional disturbance. It may overlap with crisis intervention but also implies the need for distinct medical intervention such as with drugs or admission to an inpatient psychiatric service.

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

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

Evidence-Based: Approaches to prevention or treatment that are validated by some form of documented scientific evidence; evidence is defined as findings established through scientific research, such as controlled clinical studies; a thoughtful integration of the best available evidence, coupled with clinical expertise; evidence-based practice stands in contrast to approaches that are based on tradition, convention, belief, or anecdotal evidence.

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

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

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

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

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

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

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

May: Denotes discretion.

Mandatory: Required, compulsory or obligatory.

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

Must: Denotes the imperative, required, compulsory or obligatory

National Outcome Measures System (NOMS): A key component of SAMHSA's data strategy that contains ten domains addressing mental health and substance abuse treatment and substance abuse prevention, developed to establish performance targets. These domains are designed to embody meaningful, real life outcomes for people who are striving to attain and sustain recovery; build resilience; and work, learn, live and participate fully in their communities.

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

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

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

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

Pathological Gambling (Compulsive Gambling): A Disorder that has features of persistent, recurrent, maladaptive gambling behavior that disrupts personal, family or other pursuits. A pathological gambler is an individual who suffers from a pathological gambling disorder as described by clinical criteria in the DSM.

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

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

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

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

Problem Gambling Consumer: Means a person with a diagnosis of pathological gambling or problem gambling. It also refers to any individual significantly impacted by another's gambling behavior and who is the recipient of problem gambling support and/or counseling services.

Problem Gambling Counseling: Means rendering professionally directed counseling services under clinical supervision to problem gambling clients for remuneration.

Problem Gambling: means gambling to the extent that it causes emotional, family, legal, financial, or other problems for the gambling and the people around the gambler. A problem gambler then is an individual who is experiencing problems of any kind as a result of their gambling behavior.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Substance Abuse and Mental Health Services Administration (SAMHSA): Works to improve the quality and availability of substance abuse prevention, alcohol and drug addiction treatment, and mental health services.

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

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

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

Should: Indicates an expectation.

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

Solicitation Document: Request for Proposal.

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

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

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

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

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

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

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

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

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

24-Hour Crisis Line: The 24-Hour Crisis Line must be answered by a live voice 24 hours a day and 7 days a week and have the ability to link to a licensed behavioral health professional, law enforcement, and other emergency services. The 24-Hour Crisis Line is designed to assist consumers in pre-crisis or crisis situations related to a behavioral health problem. The desired outcome is ensuring the safety of the consumer in a time of distress that has the potential to lead to a life-threatening situation. (This is an additional community based service other than the Problem Gambling Helpline of this RFP.)

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

Vendor: An actual or potential contractor; a contractor

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

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

I. SCOPE OF THE REQUEST FOR PROPOSAL

The State of Nebraska, Department of Health and Human Services (DHHS) Division of Behavioral Health (DBH) Gamblers Assistance Program (GAP), is issuing this Request for Proposal, RFP Number 54908-03 for the purpose of selecting a qualified contractor to provide a Problem Gambling Helpline.

A contract resulting from this Request for Proposal will be issued for a period of two (2) years effective July 1, 2011 through June 30, 2013, with the option to renew for one (1) additional two (2) year period as mutually agreed upon by all parties. The Problem Gambling Helpline total funding for this contract shall not exceed \$300,000 with a maximum spending authority for fiscal year 2012 (contract period of July 1, 2011 - June 30, 2012) of \$150,000 and a maximum spending authority for fiscal year 2013 (contract period of July 1, 2012 - June 30 2013) of \$150,000. The awarded bidder must provide all services required of this RFP for the duration of the contract period regardless of costs expended beyond reimbursable contract amount.

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

A. SCHEDULE OF EVENTS

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

	ACTIVITY	DATE/TIME
1.	Release Request for Proposal	March 18, 2011
2.	Last day to submit written questions	April 1, 2011
3.	State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: http://www.dhhs.ne.gov/beh/gam/gam.htm and/or http://www.das.state.ne.us/materiel/purchasing/rfp.htm	April 8, 2011
4.	Last day to submit "Letter of Intent To Bid"	April 14, 2011
5.	Proposal opening Location: Department of Health and Human Services Division of Behavioral Health 301 Centennial Mall South Lincoln, NE 68509	April 28, 2011 2:00pm Central Time
6.	Review for conformance of mandatory requirements	April 28, 2011
7.	Evaluation period	April 29 – May 20, 2011
8.	Post "Letter of Intent to Contract" to Internet at: http://www.dhhs.ne.gov/beh/gam/gam.htm and/or http://www.das.state.ne.us/materiel/purchasing/rfp.htm	May 23, 2011
9.	Contract finalization period	May 24-27, 2011
10.	Contract award	May 31, 2011
11.	Contractor start date	July 1, 2011

II. PROCUREMENT PROCEDURES

A. PROCURING OFFICE AND CONTACT PERSON

Procurement responsibilities related to this Request for Proposal reside with the DHHS Division of Behavioral Health. The point of contact for the procurement is as follows:

Name: Susan Adams
Agency: Division of Behavioral Health
Address: 301 Centennial Mall South
Lincoln, NE 68509

OR

Address: PO Box 95026
Lincoln, NE 68509
Telephone: (402) 471-7820
Facsimile: (402) 471-7859
E-Mail: susan.adams@nebraska.gov

B. GENERAL INFORMATION

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

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

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

C. COMMUNICATION WITH STATE STAFF

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

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

The following exceptions to these restrictions are permitted:

1. written communication with the person(s) designated as the point(s) of contact for this Request for Proposal or procurement;
2. contacts made pursuant to any pre-existing contracts or obligations; and
3. state-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract.

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

D. NOTIFICATION OF INTENT TO BID

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

It is preferred that Form B, Notification of Intent To Bid, be sent via e-mail to susan.adams@nebraska.gov, but may be hand delivered, sent via facsimile to (402) 471-7859 or delivery by US mail.

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

E. WRITTEN QUESTIONS AND ANSWERS

Any explanation desired by a bidder regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to the DHHS Division of Behavioral Health Gamblers Assistance Program and clearly marked "RFP Number 54908-03; Problem Gambling Helpline Questions". It is preferred that questions be sent via e-mail to susan.adams@nebraska.gov. Questions may also be sent by facsimile to (402) 471-7859, but must include a cover sheet clearly indicating that the transmission is to the attention of Susan Adams, showing the total number of pages transmitted, and clearly marked "RFP Number 54908-03; Problem Gambling Helpline Questions".

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

F. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

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

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

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

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

G. SUBMISSION OF PROPOSALS

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

To facilitate the proposal evaluation process, one (1) original, clearly identified as such, and five (5) copies of the entire proposal should be submitted. The copy marked "original" shall take precedence over any other copies, should there be a discrepancy. Proposals must be submitted by the proposal due date and time. A separate sheet must be provided that clearly states which sections have been submitted as proprietary or have copyrighted materials. All proprietary information the bidder wishes the State to withhold must be submitted in accordance with the instructions outlined in Section III, Proprietary Information. Proposal responses should include the completed Form A, Bidder Contact Sheet. Proposals must reference the request for proposal number and be sent to the specified address. Container(s) utilized for original documents should be clearly marked "ORIGINAL DOCUMENTS". Please note that the address label should appear 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) 471-7859 should be used. The request for proposal number must be included in all correspondence.

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

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

H. PROPOSAL OPENING

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

I. LATE PROPOSALS

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

J. REJECTION OF PROPOSALS

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

K. EVALUATION OF PROPOSALS

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

1. Executive Summary;
2. Corporate Overview shall include but is not limited to;
 - a. the ability, capacity and skill of the bidder to deliver and implement the system or project that meets the requirements of the Request for Proposal;
 - b. the character, integrity, reputation, judgment, experience and efficiency of the bidder;
 - c. whether the bidder can perform the contract within the specified time frame;
 - d. the quality of bidder performance on prior contracts;
 - e. such other information that may be secured and that has a bearing on the decision to award the contract;
3. Technical Approach; and
4. Cost Proposal.

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

L. EVALUATION COMMITTEE

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

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

M. MANDATORY REQUIREMENTS

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

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

N. REFERENCE CHECKS

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

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

O. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

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

P. VIOLATION OF TERMS AND CONDITIONS

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

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

III. TERMS AND CONDITIONS

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

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

A. GENERAL

Accept
& Initial

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

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

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

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

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

B. AWARD

Accept
& Initial

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

By submitting a proposal in response to this Request for Proposal, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients.

Once an intent to award decision has been determined, it will be posted to the Internet at:
<http://www.dhhs.ne.gov/beh/gam/gam.htm> and/or
<http://www.das.state.ne.us/materiel/purchasing/rfp.htm>

Grievance and protest procedure is available on the Internet at:
<http://www.dhhs.ne.gov/beh/gam/gam.htm> and/or
<http://www.das.state.ne.us/materiel/purchasing/agencycommoditiesprocurementmanual/ProtestGrievanceProcedureForCommodities&Services.doc>

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

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

Accept
& Initial

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

D. PERMITS, REGULATIONS, LAWS

Accept
& Initial

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

E. OWNERSHIP OF INFORMATION AND DATA

Accept
& Initial

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

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

F. INSURANCE REQUIREMENTS

Accept
& Initial

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

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

1. WORKERS' COMPENSATION INSURANCE

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

3. INSURANCE COVERAGE AMOUNTS REQUIRED

a. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

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

b. COMMERCIAL GENERAL LIABILITY

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

- c. **COMMERCIAL AUTOMOBILE LIABILITY**
Bodily Injury/Property Damage \$1,000,000 combined single limit
- d. **UMBRELLA/EXCESS LIABILITY**
Over Primary Insurance \$1,000,000 per occurrence
- e. **Agencies to add limits for any additional required coverage here. If medical malpractice is required recommend language as follows:**

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 DHHS, Division of Behavioral Health at 301 Centennial Mall South, Lincoln, NE 68509 (facsimile (402) 471-7859). These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration and amounts and types of coverage afforded. If the State is damaged by the failure of the contractor to maintain such insurance, then the contractor shall be responsible for all reasonable costs properly attributable thereto.

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

G. COOPERATION WITH OTHER CONTRACTORS

Accept
& Initial

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

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

H. INDEPENDENT CONTRACTOR

Accept
& Initial

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

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

I. CONTRACTOR RESPONSIBILITY

Accept
& Initial

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

If the contractor intends to utilize any subcontractors' services, the subcontractors' level of effort, tasks and time allocation must be clearly defined in the contractor's proposal. The contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal, in the performance of the contract, without the prior written authorization of the State. Following execution of the contract, the contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

J. CONTRACTOR PERSONNEL

Accept
& Initial

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

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

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

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

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

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

K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

Accept
& Initial

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

L. CONFLICT OF INTEREST

Accept
& Initial

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

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

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

M. PROPOSAL PREPARATION COSTS

Accept
& Initial

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

N. ERRORS AND OMISSIONS

Accept
& Initial

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

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

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

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

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

S. GOVERNING LAW

Accept
& Initial

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

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

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

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

W. SITE RULES AND REGULATIONS

Accept
& Initial

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

X. NOTIFICATION

Accept
& Initial

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

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

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

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

Y. EARLY TERMINATION

The contract may be terminated as follows:

Accept
& Initial

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

Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

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

Accept
& Initial

AA. BREACH BY CONTRACTOR

The State may terminate the contract, in whole or in part, if the contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the contractor, allow the contractor to cure a failure or breach of contract within a period of thirty (30) days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return

Accept
& Initial

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

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. FORCE MAJEURE

Accept
& Initial

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

DD. PROHIBITION AGAINST ADVANCE PAYMENT

Accept
& Initial

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

EE. PAYMENT

Accept
& Initial

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

FF. INVOICES

Accept
& Initial

Invoices for payments must be submitted by the contractor to the agency requesting the services with sufficient detail to support payment. Invoices must be submitted monthly seeking reimbursement for actual, allowable expenses as defined in this contract. Invoices shall be submitted by the 12th of each month for the previous month's activities. Upon establishment of a contract, DBH-GAP will provide a standard template for expense reimbursement invoices to be utilized by the vendor. 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.

GG. AUDIT REQUIREMENTS

Accept
& Initial

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

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

HH. TAXES

Accept
& Initial

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

II. INSPECTION AND APPROVAL

Accept
& Initial

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

JJ. CHANGES IN SCOPE/CHANGE ORDERS

Accept
& Initial

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

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

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

KK. SEVERABILITY

Accept
& Initial

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

LL. CONFIDENTIALITY

Accept
& Initial

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

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

MM. PROPRIETARY INFORMATION

Accept
& Initial

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

NN. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

Accept
& Initial

By submission of this proposal, the bidder certifies, that he or she is the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any

advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

OO. PRICES

Accept
& Initial

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

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

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

PP. BEST AND FINAL OFFER

Accept
& Initial

The State will compile the final scores for all parts of each proposal. The award may be granted to the highest scoring responsive and responsible bidder. Alternatively, the highest scoring bidder or bidders may be requested to submit best and final offers. If best and final offers are requested by the State and submitted by the bidder, they will be evaluated (using the stated criteria), scored and ranked by the Evaluation Committee. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

QQ. ETHICS IN PUBLIC CONTRACTING

Accept
& Initial

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

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional

advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

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

RR. INDEMNIFICATION

Accept
& Initial

1. GENERAL

The contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials (“the indemnified parties”) from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses (“the claims”), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the contractor, its employees, subcontractors, consultants, representatives, and agents, except to the extent such contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

The contractor agrees it will at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the contractor or its employees, subcontractors, consultants, representatives, and agents; provided, however, the State gives the contractor prompt notice in writing of the claim. The contractor may not settle any infringement claim that will affect the State’s use of the Licensed Software without the State’s prior written consent, which consent may be withheld for any reason. If a judgment or settlement is obtained or reasonably anticipated against the State’s use of any intellectual property for which the contractor has indemnified the State, the contractor shall at the contractor’s sole cost and expense promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State’s behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State’s election, the actual or anticipated judgment may be treated as a breach of warranty by the contractor, and the State may receive the remedies provided under this RFP.

3. PERSONNEL

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

SS. NEBRASKA TECHNOLOGY ACCESS STANDARDS

Accept
& Initial

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

TT. ANTITRUST

Accept
& Initial

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

UU. DISASTER RECOVERY/BACK UP PLAN

Accept
& Initial

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

VV. TIME IS OF THE ESSENCE

Accept
& Initial

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

WW. RECYCLING

Accept
& Initial

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

XX. DRUG POLICY

Accept
& Initial

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.

YY. NEW EMPLOYEE WORK ELIGIBILITY STATUS

Accept
& Initial

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

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.

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.

ZZ. PUBLIC COUNSEL

Accept
& Initial

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

AAA. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

Accept
& Initial

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

IV. PROJECT DESCRIPTION AND SCOPE OF WORK

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

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

A. PROJECT OVERVIEW

The Division of Behavioral Health believes in three simple principles: Prevention Works, Treatment is Effective, and People Recover. These principles, as proposed by the Substance Abuse and Mental Health Services Administration (SAMHSA), create inertia for continued support for behavioral health as a critical component of overall health and well-being.

There are approximately 45,000 individuals experiencing problems and behavioral health challenges in Nebraska related to gambling. It is estimated that a portion of this population may be experiencing symptoms of a pathological gambling disorder, while some may be experiencing early problems related to disruptive gambling behavior; both the problem gambler and their families are in need of assistance to address the challenges resulting from the problem gambling behavior. As a diagnosable behavioral health disorder, most individuals suffering in this addictive pattern need professional assistance to reduce the negative impact of problem gambling and harm to self and community, gain control of their financial stability, rebuild safe and healthy relationships, and establish and maintain stable recovery.

The Gamblers Assistance Program seeks to find a qualified vendor that embraces these principles and recognizes their critical role of contribution to a recovery oriented system of care for problem gamblers and their families. This Request for Proposal identifies the components required and experience desired for the provider of Problem Gambling Helpline services.

B. PROJECT ENVIRONMENT

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

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

oversight of Regional Behavioral Health Authorities; and 5) promotion of activities in research and education to improve the quality of behavioral health services, recruitment and retention of behavioral health professionals, and access to behavioral health programs and services.

For more information about the Division of Behavioral Health go to www.dhhs.ne.gov/Behavioral_Health/.

Gamblers Assistance Program (GAP) is an administrative program that utilizes a collaborative partnership with a governor appointed committee, service providers, and consumers to coordinate activities, manage resources, direct services and reduce the impact of problem gambling for all Nebraskans. The GAP was created in 1992 as part of the Nebraska Lottery Act. The GAP was originally administered by the Department of Revenue, but was transferred to the Division on Alcoholism, Drug Abuse and Addiction Services in the Department of Public Institutions in 1995. With the merger of five state agencies in 1997, the GAP currently operates within the Division of Behavioral Health in the Nebraska Department of Health and Human Services. GAP seeks to provide services blending a public health approach and individualized behavioral health care to contribute to the safety and well-being of Nebraskans. A previous strategic plan offered a program mission as: "To provide support and establish guidelines for problem gambling prevention, treatment and education programs to reduce the impact of problem gambling for all Nebraskans." However, a new Strategic Plan 2011 is in development, which in draft form adopts a new mission statement: "To reduce the impact of problem gambling in Nebraska through quality and effective education and treatment services." In draft form there are three goals that will support this mission are: 1) Educate Nebraskans about Problem Gambling, 2) Promote the delivery of an integrated array of treatment services throughout Nebraska, and 3) Ensure quality and effective problem gambling services. The final, adopted Strategic Plan 2011 is anticipated to be released mid April 2011, and would be available on the DHHS website. Further information pertaining to the GAP can be found in Nebraska Revised Statutes §71-816 & 71-817 and on the DHHS website at: <http://www.dhhs.ne.gov/beh/gam/gam.htm>

C. PROJECT REQUIREMENTS

The Problem Gambling Helpline is expected to provide time limited services to individuals experiencing an urgent behavioral health situation due to problem gambling. The Helpline shall operate a toll free, single point of access line available 24 hours a day 7 days a week 365 days a year and will be operated by trained personnel with consultation available by appropriately credentialed behavioral health professional(s). The primary target population for the Helpline service is individuals experiencing an urgent behavioral health situation due to problem gambling, although loved ones/caregivers of the problem gambler may also utilize the Helpline for assistance. The primary aim of this service is to reduce the crisis state of the caller from the presenting level at start of call, identify immediate safety concerns, utilize a harm reduction approach to intervene and promote further assistance and/or treatment, provide recommendations and/or referrals for an appropriate course of action and provide information about problem gambling and treatment services. Helpline operators will screen for immediate safety needs, identify potential level of acuity of problem gambling behavioral health crisis, utilize appropriate screening mechanisms when appropriate, make referrals to appropriate resources, engage caller in collaboratively problem solving and assist caller in connecting to emergency resources and/or other community based resources or treatment providers as necessary. The Helpline is not responsible for providing crisis assessment, assessing psychological safety of caller and stabilization services that should only be provided by trained professionals. The Helpline may utilize a recorded screener to advise the caller that they have reached a problem gambling helpline and not a lottery/casino information number, provided

the caller will be able to access helpline staff at any time by pressing a maximum of one additional number.

For the last several years, Nebraska has utilized the national problem gambling number of 1-800-522-4700. DHHS desires to continue to utilize this number to maintain continuity for Nebraska communities and the field of problem gambling services nationwide. The bidder is expected to demonstrate agreement with the national line to utilize the number in Nebraska. A new, different number will not be accepted.

The Helpline provider will be responsible for demonstrating clinically appropriate training to ensure operator competency, and consultation availability for staff by appropriate and currently credentialed behavioral health professionals whose scope of work covers problem gambling; security of confidential caller information; use of best practices for consumer driven and culturally/linguistically competent services; development of protocols produced into a decision tree model to ensure consistency, efficiency and effectiveness; identification and referral to other appropriate services/hotlines such as the suicide hotline; quality assurance planning and data management system; measurement of consumer satisfaction; one (1) statewide toll free Helpline phone number and service marketing; separate telephone line for business access; and maintaining knowledge and ability to connect and/or refer to appropriate local community based resources statewide. One (1) primary business location, multiple sites may be allowed and bidder is expected to describe approach and ability to monitor, maintain conformity, efficiency and effectiveness if multiple sites are used.

There are approximately 45,000 individuals experiencing problems and behavioral health challenges in Nebraska related to gambling. It is estimated that two percent (2%) of this population may seek additional assistance to address the challenges resulting from problem gambling behavior. Helplines typically receive anywhere from 15% to 20% of the projected consumer group actually utilizing the service. This suggests that approximately 150-200 individuals may call the line per month. The Helpline bidder must demonstrate their ability to handle this minimum call volume and describe plan to address higher volume of calls. In addition, bidder is expected to describe approach to ensure calls are answered quickly (such as within five (5) rings), or that no calls are on hold for an excessive period of time such as for longer than 100 seconds; bidder must demonstrate ability to track and report abandonment rate.

This service must be made available statewide, covering all of the six (6) Behavioral Health Regions within the state of Nebraska. The bidder is expected to demonstrate ability and commitment to ensure Helpline operators receive appropriate training and ongoing support to ensure the competency and ability to provide quality care within their scope of work on a problem gambling helpline. The bidder is also expected to describe their approach to quality assurance and is required to demonstrate the ability to ensure adequate data collection, management and reporting of indicators described further in this RFP. Bidder is expected to comply with required submission of data elements and collaboration with DHHS contractor(s) for the evaluation and analysis of the Helpline Services.

D. BUSINESS REQUIREMENTS

The contractor is expected to be the primary agent responsible for managing this project. Bidder must demonstrate ability to utilize the national problem gambling number within Nebraska. Bidder is expected to provide demonstration of commitments/partnership(s) such as letters of agreements with all subcontractors for services in this proposal. Any other additional subcontracting of the responsibilities within this RFP may be done only with the written consent of the State. Failure to properly notify and gain approval from the State is grounds for

immediate cancellation of the contract. The contractor must also monitor all subcontracts for operational integrity including data collection and management and will provide training and/or technical assistance as necessary to secure appropriate standards. Please indicate how bidder will comply with this expectation.

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

E. SCOPE OF WORK

1. PROBLEM GAMBLING HELPLINE

a. DEVELOPMENT, MARKETING AND OPERATION OF 24/7/365 HELP LINE

- i.** Creation of a single point of access via one (1) toll free, culturally/linguistically competent (including an approach to address the hearing impaired), telephone line and have a separate business access line. Contractor must utilize the national problem gambling number of 1-800-522-4700 and demonstrate agreement to utilize within Nebraska. Contract must also demonstrate willingness and ability to transfer operation of this helpline number back to DHHS at the time of contract end.
- ii.** Development and production of marketing strategies to ensure primary target population and community awareness of service
- iii.** One (1) primary business location, multiple sites may be allowed and bidder is expected to describe approach and ability to monitor, maintain conformity, efficiency and effectiveness if multiple sites are used; no single operator locations are allowed outside of primary or secondary sites
- iv.** Fiscal management capacity to conform with Division policy, monthly billing procedures, audit requirements
- v.** Development of internal regulations regarding clinical scope of work and conformity to applicable state and federal regulations
- vi.** Develop, monitor and manage technological needs to ensure consistency and effectiveness
- vii.** Develop, collect, monitor, and manage data and outcome monitoring infrastructure including data submission as required by the Division; bidder will be required to collaborate with the Division contracted vendor for evaluation services to identify additional data elements and utilization management procedures
- viii.** Appropriate accreditation by crisis line accrediting bodies desired but not required
- ix.** Ability to refer and utilize Nebraska community resources such as 211, other 24 hour Crisis Lines, additional resource directories, etc.
- x.** Required to participate and utilize Network of Care resources and technology to identify additional resources including other call centers, hotlines, etc.
- xi.** Provide Policies and management of telephone technology, taping, tracing calls and adherence/compliance of current law

- xii.** Provide Policy for addressing out of state callers
- xiii.** Provide Policy addressing reports of abuse and/or neglect
- xiv.** Provide Human Resource Policies regarding holidays, vacation, sick leave, etc. and particularly to address the need for adequate coverage of Helpline to ensure 24/7/365 availability
- xv.** Provide Organizational chart and staff descriptions for all positions
- xvi.** Adoption, maintenance and adherence to generally accepted financial accounting practices
- xvii.** Demonstrate ability to answer calls quickly (such as within five (5) rings, and that no calls are on hold for longer than 100 seconds) or if possible, track abandonment rates.
- xviii.** Demonstrate consumer involvement in the planning, development and monitoring of project, services and outcomes.
- xix.** Demonstrate understanding of GAP direction as described in the draft Strategic Plan 2011 and development of the helpline services to support this direction
- xx.** Demonstrate ability to manage any subcontractors to ensure cost efficient and effective, quality services in compliance with all standards described within this contract

b. PROVIDE SCREENING AND INTERVENTION SERVICES FOR ADULTS EXPERIENCING AN URGENT PROBLEM GAMBLING BEHAVIORAL HEALTH SITUATION

- i.** Demonstrate adequate knowledge and ability to respond to address caller (self and family/caregiver of the problem gambler) experiencing a behavioral health crisis related to problem gambling
- ii.** Ability to quickly identify potential lethality of caller in crisis utilizing reliable, validated, research based tools for screening. Bidder is expected to demonstrate knowledge and ability to utilize appropriate screening tools (within scope of practice) when appropriate to identify symptomology that may merit further professional intervention; such as suicide screening, substance abuse screening, problem gambling crisis, and/or mental health emergency, etc.
- iii.** Ability to identify precipitating event, caller coping skills and strengths, possible natural supports and assist in the development of a safety plan when appropriate
- iv.** Ability to actively engage collaborative planning with caller and identify appropriate actions steps for safety and well-being
- v.** Identify and refer to community based resources as appropriate such as problem gambling treatment services, emergency responders, behavioral health providers, community assistance resources
- vi.** Create clear protocols produced into a decision tree model to ensure consistency in decision making, referral procedures, caller tracking, appropriateness of services and additional resources for referral
- vii.** Ability to connect/refer to appropriate community resource; including direct calling to service providers when possible, emergency systems or other appropriate services
- viii.** Ability to address adult callers experiencing other mental health/behavioral health challenges and refer to warm lines, 24 hour Crisis Lines or other resources as appropriate including other current community based resources

- ix. Establishment of Code of Ethics, Policies and procedures including those addressing life-threatening behaviors

c. DEMONSTRATION OF QUALIFICATIONS OF HELP LINE STAFF

- i. Recruitment, training, retention and continuing education of staff and demonstration of current clinical credentials for any clinical staff; Helpline operators must have received at least thirty (30) hours of training specifically pertaining to Problem/pathological gambling to include but not limited to: signs/symptoms, effects on individuals and significant others, pathology of gambling disorder, screening tools, gaming types, financial issues related to gambling, and availability of gambling treatment in Nebraska.
- ii. Available clinical consultation by Certified Compulsive Gambling Counselor or a Licensed Mental Health Practitioner, Licensed Independent Mental Health Practitioner, Licensed Certified Social Worker or Psychologist with at least thirty (30) hours of problem gambling training is required and bidder is expected to describe the approach to ensuring access to clinical consultation when necessary or appropriate for immediate crisis support or ongoing clinical support; demonstration of current credential for such clinician
- iii. Demonstrate an understanding of Division philosophy of consumer driven services, harm reduction principles, recovery oriented systems of care and support of least restrictive community based services
- iv. Ability to screen for immediate safety needs including adult or child/youth safety and provide referral to and/or facilitate access to appropriate resources
- v. Ability to identify warning signs and symptoms of risk for suicide, demonstration of appropriate interventions and community resources for suicidal callers
- vi. Ability to identify high risk mental health behavior in caller that would indicate need for additional appropriate intervention; ability to determine distinction between emergency and crisis
- vii. Staff demonstration of good oral and written skills with computer competency, understanding dynamics of effective communication and customer service skills; bidder is expected to describe perspective of customer service and application of such belief system on service delivery
- viii. Solid understanding of Helpline Policies, procedures especially relating to situations of danger such as potential suicide, homicide, violence
- ix. Understanding of scope of practice, ethical boundaries, professional responsibilities and confidentiality procedures
- x. Demonstration of compliance with state and federal regulations for confidentiality for Protected Health Information, HIPAA and adherence to Code of Ethics
- xi. Ability to engage consumer quickly, extract pertinent information while limiting phone conversation to appropriate time length with quality service delivery
- xii. Understanding of the Nebraska Gamblers Assistance Program (eligibility criteria, contracted providers, services available) as well as an understanding of the Nebraska Behavioral Health System.

d. QUALITY ASSURANCE AND DATA MANAGEMENT

- i.** Description of philosophical approach to quality and conformity measurement
- ii.** Description of quality assurance plan and processes including grievance policies and procedures
- iii.** Description of data management system and ability to meet required outcome reporting; contractor will be required to collaborate with the Division contracted vendor for evaluation services to identify additional data elements and utilization management procedures
- iv.** Ability to collect, monitor, track, report and submit data elements monthly to include but not limited to:
 - a)** **CALL DESCRIPTORS**
Total number of calls by state and region per month, county of caller, average monthly call volume by day of the week, average monthly call volume by time of day (morning: 5am-11am, daytime: 11am-5pm, evening: 5pm-11pm, night: 11pm-5am) track first time or multiple time caller, track reason for multiple calls from caller when possible (continued single crisis episode, multiple crisis episodes, complications accessing services, etc), total number and type of referrals given, monthly and total number of referrals provided of each GAP funded treatment provider, acuity/type of calls (routine, urgent, information only, business, inappropriate, etc), referral source (yellow pages, TV/radio, billboard, Lottery, gambling venue, 1-800-BETSOFF, Internet, treatment provider, healthcare provider, self help/support groups, other);
 - b)** **DEMOGRAPHICS OF CALLER**
Required: Gender; Preferred Gambling activity (categories must include but not limited to: slots, keno, table games, non-casino cards, dog/horse racing, video poker, bingo, scratch-offs, lottery, sports, stocks/commodities, other); Problems Associated with Gambling (categories must include but not limited to: family trouble, loss of friends/social, health, work/school, emotional/mental, legal, financial/bankruptcy); Caller Relation to Gambler (gambler, significant other, child, parent/caregiver, other family, friend, employer, other, unknown); Optional/If Available: Age Range (18 and under, 19-25, 26-35, 36-45,46-55, 56-60, 61-65, 66-70, 71 and over, age unknown); Marital Status (single/never married, married, separated, divorced, cohabitation, widowed, other, unknown); Most Common Gambling Place (home, other home/non-vendor, work, internet, casino, non-casino location);
 - c)** **CALLER SATISFACTION WITH SERVICES MONITORING IS DESIRED BUT NOT REQUIRED**
- v.** Submission of quarterly reports as directed by Division; bidder is expected to demonstrate willingness to provide reporting at any time as requested by Division (at no additional cost to the State)

- vi. Describe consideration of the NOMS to the design, implementation and outcome measurement of Helpline service delivery

F. TECHNICAL REQUIREMENTS

Bidder is expected to describe ability to meet technological standards required to operate a toll free telephone line 24 hours a day 7 days a week 365 days a year (utilizing the national problem gambling helpline number) including ability to address the hearing impaired; operate a data collection system; connect directly to community based treatment provider or other resources as appropriate; store consumer confidential information; aggregate and submit data elements, and produce (at no additional cost to the State) as required and requested by DHHS; refer callers (and connect directly when possible) to local problem gambling treatment providers. Bidder will be required to collaborate with the Division contracted vendor for evaluation services to identify additional data elements and utilization management procedures including the collection, storage and submission of required data and information. DHHS maintains property ownership rights of such information and material.

G. PROJECT PLANNING AND MANAGEMENT

Bidder is expected to provide estimated timeline of activities in preparation for the July 1, 2011 initiation of Problem Gambling Helpline Services. Bidder is also expected to provide Project Management Plan and reporting as indicated in the Deliverables section of this RFP.

H. DELIVERABLES

1. Will operate a Problem Gambling Helpline available 24 hours a day, 7 days a week, 365 days a year
2. Will manage fiscal operations, compliance and quality assurance for all operations, Scope of Work requirements and approved subcontractors
3. Will collect, monitor and submit required data elements and manage reporting systems
4. Will provide quarterly reports (at no additional cost to the State) to the Department including:
 - a. Reporting of consumer satisfaction of Problem Gambling Helpline (not required, but strongly desired) as evidenced by survey mechanism results
 - b. Reporting of the Problem Gambling Helpline as indicated in this RFP and as required by the Division

Deliverable	Due Date	Bidder Requirements
Project Management Plan	Contract Start Date + 10 business days	Within two weeks after Contract Start Date, the Contractor will submit a Project Management Plan that includes the Contractor's plans for managing all operations of the contract including system development, management objectives and responsibilities, fiscal operations, quality assurance, timely service delivery, execution of project, implementation of processes, etc. Proposed Plan will be reviewed by DHHS before acceptance of final Plan.

Deliverable	Due Date	Bidder Requirements
Project Products	Contract Start Date as indicated in RFP	Bidder is expected to submit products required in this RFP within timeline indicated, Contract Start Date: Decision Tree, Code of Ethics, Policies and Procedures Manual, Organizational Structure Chart including copies of any relevant credential documentation. Proposed Products will be reviewed by DHHS before acceptance of final Products.
Project Quality Assurance Plan	Contract Start Date + 10 business days	Within two weeks after Contract Start Date, the Contractor will submit a Project Quality Assurance (QA) Plan that includes a description of approach for assuring the quality of work and deliverables completed during the contract term. At a minimum, this deliverable section will address the quality assurance and control activities; process and procedures for conducting quality assurance activities including those required and detailed in the RFP. Proposed Plan will be reviewed by DHHS before acceptance of final Plan.
Project Status Updates	Monthly to begin after Contract Start Date for first three (3) months (July-September 2011)	Upon contract award, Contractor and DHHS Project Manager will establish protocol for required status updates via telephone conference or face to face meetings. Contractor Project Management Team, DHHS-DBH Project Manager and other key staff will attend such meetings to the extent that it will not jeopardize project progress. Meetings will follow a standard pre-set agenda jointly prepared by the Contractor and DHHS-DBH Project Manager but will remain flexible to allow discussion of additional issues or concerns.
Project Status Reports	<p>Project Status Reports due quarterly to begin after Contract Start Date (eight quarters total in contract service period):</p> <p>First Quarter Report due: October 15, 2011 to cover the first quarter period after Contract Start Date</p> <p>Second Quarter Report due: January 15, 2012 to cover the second quarter</p>	This section of the deliverable presents the protocol for submittal of Status Reports, including the format and media for submittal and the procedure for submittal. Key information for the quarterly and annual reports includes but is not limited to: summary of recent accomplishments/ events; identification of and resolution plans/documentation for critical issues and risks; activities planned for the next reporting period; summary of project's progress according to Work Plan schedule; reporting of required data elements, outcomes and consumer satisfaction. Division will stipulate weekly progress status reports in case of slippage or non-compliance of RFP

	<p>period after the Contract Start date.</p> <p>Third Quarter Report due: April 15, 2012 to cover the third quarter period after the Contract Start Date.</p> <p>Fourth Quarter Report and First Annual Report due: July 25, 2012 to cover the fourth quarter period after the Contract Start date as well as a summary of the entire first fiscal year 2011-2012 period.</p> <p>Fifth Quarter Report due: (first quarter of the second fiscal year) October 15, 2012.</p> <p>Sixth Quarter Report due: (second quarter of the second fiscal year): January 15, 2013.</p> <p>Seventh Quarter Report due: (third quarter of the second fiscal year): April 15, 2013.</p> <p>Eight Quarter Report and Final Annual Report due: July 25, 2013 to cover the eight quarter period as well as a summary of the entire second fiscal year 2012-2013 period.</p>	<p>requirements. Final reporting will include key information including but not limited to a formal summary of service provision, data elements, project outcomes, etc.</p> <p>Division may request reporting format change at any time throughout the duration of the contract. Reports must be mailed to DHHS-DBH Project Manager in the following format: Cover Letter plus one (1) hard copy bound; posting the Deliverable in the Project Repository; and one (1) electronic file copy via e-mail in MS Word, MS Excel, MS Power Point format or other formats pre-approved by DHHS.</p> <p>If necessary, Division may request Contractor to provide verbal report to clarify and aid review panel in understanding the document. Deliverables must be approved in writing by DHHS to be considered final.</p>
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V. PROPOSAL INSTRUCTIONS

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

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

A. TECHNICAL PROPOSAL

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

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

1. REQUEST FOR PROPOSAL FORM

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

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

2. EXECUTIVE SUMMARY

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

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

3. CORPORATE OVERVIEW

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

a. BIDDER IDENTIFICATION AND INFORMATION

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

b. FINANCIAL STATEMENTS

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

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

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

c. CHANGE OF OWNERSHIP

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

d. OFFICE LOCATION

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

e. RELATIONSHIPS WITH THE STATE

The bidder shall describe any dealings with the State over the previous two (2) years. If the organization, its predecessor, or any party named in the bidder's proposal response has contracted with the State, the bidder shall identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

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

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

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

g. CONTRACT PERFORMANCE

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

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

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

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

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

The bidder must address the following:

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

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

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

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

The bidder must identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this Request for Proposal. The names and titles of the team proposed for assignment to the State project shall be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

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

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

j. SUBCONTRACTORS

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

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

4. TECHNICAL APPROACH

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

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

#	TECHNICAL APPROACH MATRIX:
	SYSTEM OF CARE
SOC 1.	Describe understanding of DBH-GAP Strategic Plan and how the Helpline service supports and strengthens the problem gambling behavioral health system as noted in Section IV B, E 1.a.xix, 1.c.iii
Bidder Response:	
SOC 2.	Describe understanding of SAMHSA's NOMS and how Helpline services will be designed, implemented and measured with consideration for the objective of intervention, harm reduction and recovery oriented care to reflect and support NOMS indicators as indicated in Section IV B, C, E 1.d.vi, 1.c.iii
Bidder Response:	
SOC 3.	Describe bidder's proposed approach to the provision of Helpline Services and detail how this approach would best fit and benefit the current system, environment and future of problem gambling behavioral health in Nebraska as indicated in Section IV C, E 1.c.xii
Bidder Response:	
SOC 4.	Describe bidder's understanding of problem gambling and symptomology of individual and family problematic behaviors and circumstances; intervention, harm reduction and treatment service systems as indicated in Section IV C, E 1.b.i
Bidder Response:	
	DEVELOP, OPERATE AND MANAGE HELPLINE SERVICES
DOM 1.	Describe plans to Develop, Operate and Manage Helpline Services as described in Section IV C, E 1.a and G
Bidder Response:	
DOM 2.	Describe approach and ability to operate a 24/7/365 toll free telephone line (using the national problem gambling helpline number) and a separate business access line, utilizing a primary business location, multiple sites allowed, no single operator lines/sites as described in Section IV C, D, E 1.a.i, 1.a.iii and F
Bidder Response:	
DOM 3.	Describe approach and ability to ensure culturally/linguistically competent staff and operators including technology to address the hearing impaired as indicated in Section IV C, E 1a.i and F
Bidder Response:	
DOM 4.	Provide detailed description of approach and ability to handle minimum expected call volume and address ability to handle higher caller volume as indicated in Section IV C, E 1a.xiv
Bidder Response:	
DOM 5.	Describe how bidder will develop protocols and provide Decision Tree Model for Helpline including identification of callers in need of emergency safety services and as described in Section IV C, E 1.a.xiii. 1.b.i, 1.b.vi, 1.c.viii

Bidder Response:	
DOM 6.	Describe approach, policy and ability to ensure timely Helpline Services as indicated in Section IV C and E 1.a.xvii, 1.c.xi
Bidder Response:	
DOM 7.	Describe management strategies and ability to provide and comply with, work plan and deliverables table including reporting requirements as indicated in Section IV E 1.a.iv, 1.a.vii, 1.d.v and H
Bidder Response:	
DOM 8.	Describe commitment for any subcontractors and ability to provide oversight, management and training/technical assistance as indicated in Section IV D, E 1.a.xx
Bidder Response:	
DOM 9.	Describe approach and ability to operate and maintain technology to ensure access to services, data management and performance monitoring as indicated in Section IV E 1.a.vi, 1.a.vii
Bidder Response:	
DOM 10.	Describe strategy pertaining to accreditation as indicated in Section IV E 1.a.viii
Bidder Response:	
DOM 11.	Describe Policy to address out of state callers and callers indicating or reporting abuse/neglect as indicated in Section IV E 1.a.xii, 1.a.xv, 1.a.xiii
Bidder Response:	
DOM 12.	Describe understanding of procedures about telephone technology, taping/tracing calls and ability to maintain adherence/compliance to current law and ability to provide Policy Manual as indicated in Section IV E 1.a.xi
Bidder Response:	
DOM 13.	Describe approach to and ability to meet expectation to create and provide Policy and Procedures Manual including Human Resources policies as described in Section IV E 1.a.xiv, and H
Bidder Response:	
DOM 14.	Describe approach to organizational structure and ability to meet expectation to provide Organizational chart as indicated in Section IV E 1.a.xv and H
Bidder Response:	

DOM 15.	Describe consumer involvement in the planning, development and continual monitoring of project, services and outcomes as described in Section IV E 1.a.xviii
Bidder Response:	

MARKETING OF HELPLINE	
MHL 1.	Describe plans for marketing of the Helpline to primary target audience and community as described in Section IV C and indicated in E 1.a.ii
Bidder Response:	

QUALITY ASSURANCE AND DATA MANAGEMENT	
QAD 1.	Describe approach and strategy for quality assurance and data management including ability to meet reporting requirements and Deliverables as indicated in Section IV C and E 1.a.vii, 1.d.i, 1.d.ii, 1.d.iii, and H
Bidder Response:	
QAD 2.	Describe ability to collect, track, monitor and submit data elements of service delivery components of Helpline and provide reporting as indicated in Section IV C, E 1.a.vii, 1.d.v, 1.d.vi
Bidder Response:	
QAD 3.	Describe approach to collect and evaluate service delivery data including consumer satisfaction as indicated in Section IV E 1.d.iv
Bidder Response:	
QAD 4.	Describe ability to meet requirement of collaboration with Division contracted vendor for evaluation services to identify additional data elements, perform utilization management and submit data as required as described in Section IV C and E 1.a.vii 1.d.iii
Bidder Response:	

FISCAL OPERATING STANDARDS	
FOS 1.	Describe ability to conform to fiscal operating standards and required procedures as indicated in Section IV D and E 1.a.iv
Bidder Response:	

QUALIFICATIONS OF STAFF	
QOS 1.	Describe qualifications of staff and strategy to recruit, train and supervise workforce and project staff including as indicated in Section IV C and E 1.a.v, 1.b.i, 1.c.i, 1.c.vii
Bidder Response:	
QOS 2.	Provide chart of organizational structure, staffing, key functions, qualifications, special requirements as indicated in Section IV E 1.a.xv, and H
Bidder Response:	
QOS 3.	Describe approach and ability to monitor delivery of services and track data elements as described in Section IV E 1.a.vii, 1.d.iii, 1.d.iv
Bidder Response:	
QOS 4.	Provide Policy and describe process for clinical consultation to include provision of copies of current credentials held by all clinical staff/supervisors by Contract Start Date +15 days and describe ability to maintain current credentials for any applicable clinical staff as indicated in Section IV E 1.c.ii
Bidder Response:	
QOS 5.	Describe ability and process to ensure staff understanding of policies, procedures, scope of practice, ethics, responsibility and confidentiality protection as described in Section IV E 1.c.viii, 1.c.ix, 1.c.x
Bidder Response:	

SCREENING, INTERVENTION SERVICES	
SI 1.	Describe approach, ability and instruments used to provide screening, level of acuity, crisis response and safety planning for Helpline callers as described in Section IV C and indicated in E 1.b.i, 1.b.ii, 1.b.iii, 1.b.iv, 1.c.iv, 1.c.v, 1.c.vi
Bidder Response:	
SI 2.	Describe the use of best practice and/or research based practices as indicated in Section IV C and E 1.b.ii
Bidder Response:	
SI 3.	Describe approach and ability to provide policies, procedures and a Code of Ethics including those addressing life threatening behaviors as indicated in Section IV E 1.b., 1.c.viii, 1.c.ix and H
Bidder Response:	

REFERRALS	
R 1.	Describe approach and ability to provide referrals to appropriate emergency and/or community based behavioral health providers for Helpline callers as indicated in Section IV E 1.a.ix, 1.b.v, 1.b.vii, 1.b.viii
Bidder Response:	
R 2.	Describe the relationship with Network of Care as indicated in Section IV E 1.a.x
Bidder Response:	
R 3.	Describe the ability to maintain 'resource guide' of community based providers including problem gambling treatment providers (as well as GAP funded treatment providers) as indicated in Section IV E 1.a.xi, 1.b.v, 1.b.vii, 1.b.viii
Bidder Response:	

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

B. COST PROPOSAL REQUIREMENTS

This section describes the requirements to be addressed by bidders in preparing the Cost Proposal. The bidder must submit the Cost Proposal in a section of the proposal that is a separate section or is packaged separately as specified in 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. The bidder must include details in the Cost Proposal supporting any and all costs. These details must include, at a minimum, detailed descriptions and/or specifications of the goods and/or services to be provided, quantities, and timing and unit costs, if applicable.

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

2. PRICES

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

C. PAYMENT SCHEDULE

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

Form A

Bidder Contact Sheet

Request for Proposal Number 54908-03

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 Bid

Request for Proposal Number 54908-03

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

The "Notification of Intent to Bid" form should be submitted to the DHHS Division of Behavioral Health Gamblers Assistance Program via e-mail (susan.adams@nebraska.gov), facsimile (402) 471-7859, hand delivered or US Mail by the date shown in the Schedule of Events.