

2021 Market Rate Study Proposal

Submitted by the Buffett Early Childhood Institute at the University of Nebraska

Enclosed in this binder are documents in response to the Request for Proposals to conduct the 2021 Nebraska Market Rate Study for the Department of Health and Human Services. A comprehensive summary of the proposed work plan is provided in the Project Overview document. Table 1 of the work plan includes the responses to the technical requirements questions posed within the RFP. The remainder of the application materials align directly with the other requirements of the RFP.

ORIGINAL

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance

BIDDER MUST COMPLETE THE FOLLOWING

with the procedures stated in this Request for Proposal, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder maintains a drug free work place.


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

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

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

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

FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

FIRM:	Board of Regents for the University of Nebraska on behalf of Buffett Early Childhood Institute
COMPLETE ADDRESS:	151 Prem S. Paul Research Center, 2200 Vine St, Lincoln, NE 68583
TELEPHONE NUMBER:	402-472-3171
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DATE:	05/15/2019
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Jeanne Wicks, Director, Office of Sponsored Programs

2021 Market Rate Study Proposal

Project Overview

PURPOSE

This overview outlines a response to the Nebraska Department of Health and Human Services (DHHS) request for proposal for the 2021 Market Rate Study (MRS). The Buffett Early Childhood Institute at the University of Nebraska will partner with First Five Nebraska (FFN) to conduct this work. Per 45 CFR §98.45, all states are required to conduct a MRS for the provision of child care services funded under its Child Care and Development Fund (CCDF), including estimating the costs associated with higher quality care and implementation of health, safety, quality, and staffing requirements. The purpose of the current proposal is to meet these requirements through a statistically reliable and valid market rate survey coupled with a narrow cost analysis to estimate the cost of care.

SCOPE OF WORK

The 2021 Nebraska Market Rate Study will follow key guidelines provided in the 2015 Federal Register. The proposed 2021 Market Rate Study includes two components: (1) surveying of the priced market and (2) narrow cost analysis. The first component is consistent with the 2017 and 2019 Market Rate Survey approaches led by Dr. Welch. As described below, the 2021 survey will be very similar. Including a cost study in the 2021 Market Rate Study will enhance the work. This scope of work aligns with the technical requirements per the RFP. See Table 1 for specifics pertaining to the technical requirements in the format from the RFP. The following is a description of each component.

Survey of the Priced Market

Designing the Survey. The 2019 Market Rate Survey (see Appendix A) will serve as the starting point for developing a survey of the priced market for the 2021 Market Rate Study.

Data Collection. A census approach will be used to invite all licensed childcare providers that are part of the *priced market* (defined as providers that charge parents a price established through an arm's length transaction) to participate. Providers included on the DHHS licensing list at the initiation of this study will receive a web-based survey. Providers that are unwilling or unable to complete the electronic version will receive the survey via a medium of their choice (e.g., paper version of the survey or a phone interview). To ensure the data remains current, data collection will end 90 days from the initiation of the data collection process. To maximize response rates, project staff will follow-up with providers on a continuous basis. This approach has yielded adequate response rates for the 2017 and 2019 Market Rate Surveys.

Data Analysis Plan. Nebraska Revised Statute 43-536 indicates reimbursement rates will be adjusted at a rate not less than the 60th percentile but not to exceed the 75th percentile of the current market rate survey. In the 2017 and 2019 MRS, these percentiles defined the minimum and maximum values examined with each 5% increment in between these values also included (i.e., 65th, 70th, 75th). The proposed 2021 MRS will extend from the 50th to 100th percentiles in increments of 5's to be consistent

with requirements included in the RFP. Also, per statute, nationally accredited childcare providers can be reimbursed at higher rates as can those participating in the Step Up to Quality Program that receive ratings of 3 or higher. Therefore, analyses will also focus on accreditation status and Step Up to Quality Program participation. Likewise, additional categories to be analyzed include: (1) type of child care provider – family child care home vs. center-based care; (2) age group of child – infant, toddler, preschool and school-age; and (3) special needs status – behavioral and medical. All analyses will include an exploration of the data across provider location (i.e., rural vs. urban). Lastly, data collection and analyses will reflect hourly and daily rates as well as half day/full day and half week/full week rates.

Narrow Cost Analysis

Following guidance released by the Administration for Children & Families (CCDF-ACF-PI-2018-01), a narrow cost analysis will be conducted to estimate the cost of care necessary (including any relevant variation by geographic location, category of provider, or age of child) to support:

- a. Child care providers' implementation of the health, safety, quality, and staffing requirements.
- b. Higher-quality care, as defined by the Lead Agency using a quality rating and improvement system or other system of quality indicators, at each level of quality.

The narrow cost analysis will be used in conjunction with the MRS to better inform the setting of payment rates by estimating the costs of delivering high-quality child care services. As outlined in the tasks below, the cost analysis will involve using information from existing studies, conducting a limited cost survey, and the development of a cost model.

Task 1. Estimate the cost of care necessary to support child care providers' implementation of health, safety, quality, and staffing requirements. Doing so requires the completion of the following activities:

1. Document all health, safety, and staffing requirements for child care providers participating in the CCDF subsidy program as outlined by current state laws and regulations.
2. Access existing data sources to establish preliminary estimates of the costs associated with implementing the requirements.
3. Develop a series of questionnaire items to assess the *actual* costs associated with implementing the requirements.
4. Integrate these items into the MRS instrument and deploy according to predetermined methods and procedures.
5. Analyze the results to estimate the actual costs, including any relevant variation by geographic regions, category of provider, or age of child.

Task 2. Estimate the cost of care necessary to support higher quality of care, as defined by Step Up to Quality, Nebraska's quality rating and improvement system. Doing so requires the completion of the following activities:

1. Document the requirements (beyond those outlined in Task 1.) to reach steps 3, 4, and 5 of SUTQ.
2. Access existing data sources to establish a preliminary estimate of the costs associated with reaching steps 3, 4, and 5 of SUTQ. These sources may include but are not limited to: a recent preliminary cost study completed in NE, cost studies conducted in other states, and national cost averages from various sources.
3. Identify a representative sample of steps 3, 4, and 5 SUTQ participating providers.

4. Collect accurate and complete financial information from the providers in relation to the *actual* costs associated with reaching steps 3, 4, and 5.
5. Use the financial information collected to update the preliminary cost estimates.
6. Enter the updated cost estimates into the Provider Cost of Quality Calculator (PCQC) to model various quality scenarios, including any relevant variation by geographic regions, category of provider, or age of child.

Table 1. Response to how each Technical Requirement in the RFP will be met.

<i>Technical Requirement</i>	<i>Approach</i>
1. Collecting Methodology	Data collection will involve a census sampling approach where all licensed providers will be included in the 2021 Market Rate Study. This approach has yielded an adequate response rate for the 2017 and 2019 Market Rate Surveys. This approach also allows for large rural portions of Nebraska to be include. In general, providers will have the opportunity to choose the mode in which they receive the survey. However, the primary mode of data collection will consist of a web-based survey. Providers will receive the survey via email. If email information for a provider is not available, the provider will receive a hard copy of the survey through the mail.
2. Follow-up procedures	To maximize response rates, project staff will reach out to providers on multiple occasions via email and phone (up to 3 times for each method).
3. Data Collection Schedule	Consistent with methods used in the 2017 and 2019 MRS, a 90-day/3-month window will define the market timeframe for this MRS. This timeline begins on the date in which the first survey is distributed. This is consistent with federal guidelines.
4. Survey Sample Items	See Appendix A for the 2019 Market Rate Survey. This survey will serve at the starting point for creating the 2021 survey. Members of the steering committee and DHHS staff will provide input prior finalization.
5. Delivery of Report	A bound, hard copy of the report will be delivered to DHHS at the conclusion of the 2021 MRS. An electronic version of the report will also be provided. Preliminary results will be delivered at various agreed upon points throughout the timeframe for completing the 2021 MRS.
6. Team Approach	Greg Welch and Benjamin Baumfalk interact with various members of Nebraska's early childhood community on a regular basis. They propose utilizing the PDG Leadership Team, Early Childhood Interagency Coordinating Council, and Early Childhood Data Coalition, among others, as resources in conducting this work. Each of the aforementioned groups hold regular meetings that can include the 2021 Market Rate Study as an agenda item. Doing so will ensure a diverse range of stakeholder voices are heard in designing and conducting this work.

STEERING COMMITTEE

Consistent with other state approaches to establishing market rate prices for childcare, we propose the use of a steering committee to provide additional guidance and aid in the decision making process for the Nebraska MRS. Pending DHHS approval, the committee will consist of a select number of

stakeholders from the ECDC as well as the Early Childhood Interagency Coordinating Council. Members of this committee voluntarily serve on a limited basis. Data and results of surveys will not be shared with the steering committee until properly vetted and approved by DHHS leadership.

CONTINUITY OF THE MARKET RATE STUDY

The scope of work represents a plan for conducting the 2021 Market Rate Study. This plan is based on what has been learned by Dr. Welch in reviewing what other states have done coupled with the experience Dr. Welch and his team have gained from conducting the MRS in Nebraska in 2017 and 2019. That said, this proposal represents a starting point for what will be done with the MRS in future years provided Dr. Welch and his team are awarded this contract. The enclosed Cost Proposal sheet includes adjusted costs for each optional renewal period. These costs are estimated based on the 2021 proposed plan but future discussions should include how work specific to the cost analysis could expand to change initial cost projects.

KEY PERSONNEL

The 2021 MRS will be led by Dr. Greg Welch at the Buffett Early Childhood Institute and Benjamin Baumfalk at First Five Nebraska. Dr. Welch co-led the 2017 Nebraska MRS with Dr. Lisa Knoche from the Nebraska Early Childhood Research Academy at the University of Nebraska – Lincoln and is currently leading the 2019 MRS.

Dr. Welch is the Associate Director of Research and Evaluation at the Buffett Early Childhood Institute. Dr. Welch has rigorous training in research, evaluation and statistical methodology and has led and supported the work of numerous projects in Nebraska. He currently provides leadership for a number of early childhood focused projects, including an evaluation of the Superintendents' Early Childhood Plan. He also leads a study funded by the Administration for Children and Families focused on examining the impact of quality of childcare on child developmental outcomes. Dr. Welch currently serves as the co-Chair of the Early Childhood Data Collaborative (ECDC) and is a core member of the Nebraska Early Childhood Integrated Data Systems team.

Dr. Welch will oversee all aspects of this work. He will be responsible for communicating with DHHS leadership as well as leading the decision making process in constructing the final report and any presentations required as part of this project.

Benjamin Baumfalk is a policy research analyst with First Five Nebraska. Benjamin holds a master's degree in Education and is a doctoral candidate at the University of Nebraska-Lincoln studying quantitative research methodology. Benjamin works closely with the Nebraska Legislature and state agencies to inform effective early childhood policy. Recently, he provided oversight of the Step Up to Quality evaluation and a preliminary cost study conducted by Augenblick, Palaich, and Associates. Benjamin serves as co-chair of the ECDC and sits on the leadership teams of Nebraska's Preschool Development Grant and the Pritzker Children's Initiative Policy Planning Grant. Previously, Benjamin was a research and evaluation specialist for the Nebraska Department of Education where he worked extensively with the statewide longitudinal data system.

Dr. Kathleen Gallagher, Dr. Susan Sarver, and Dr. Cathy Huddleston-Casas will serve as content advisors on this project. Likewise, Jennifer Goettemoeller will provide guidance on content related to subsidy policy and strategies for communicating with providers about the importance of this study to maximize participation rates. Each individual mentioned above will provide in-kind contributions to this work so are not included in the budget or budget justification below.

BUDGET JUSTIFICATION

Personnel

Dr. Greg Welch, PI, 1 person month, will be responsible for leadership and oversight of all aspects of this study. Dr. Welch will be primarily responsible for communication with DHHS leadership, overseeing all aspect of the data collection process, development of electronic surveys and dissemination materials and ensuring statistical analyses are completed in an efficient manner.

Elizabeth Svoboda, Project Manager, 6 person months, will be responsible for coordinating survey administration, contact and follow-up study participants, data management and statistical analyses.

Graduate Research Assistant, 5.88 person months, will be responsible for supporting the work of the project manager, including data entry, data management, and contacting providers.

Benefits

Personnel benefits are estimated at the rates shown below. The actual cost of benefits for each person will be charged to the project.

FRINGE BENEFIT ESTIMATES			
Base Salary > \$70,000	30%	Graduate Students*	38%
Base Salary \$40,000 - \$70,000	40%	Part-Time Employees (less than 0.5 FTE)	8.1%
Base Salary < \$40,000	50%	Undergraduate Students (Full-time)	0%

*GRA benefits include tuition remission estimated at 38% of salary plus health benefits estimated at \$2,217 (\$2,586 for Option 1, \$3,016 for Option 2, and \$3,518 for Option 3).

Other Direct Costs

Supplies. Funds are included to cover costs associated with long distance telephone calls and other nominal fees for printing, copying, etc.

WEB Development. Project staff will develop electronic surveys and will work with the Communications team on dissemination efforts, including formatting and design of the final report.

Subaward. Funds are requested for First Five Nebraska to cover 1 person month of salary and benefits for Ben Baumfalk, co-PI, who will be responsible for leading the cost analysis work, including estimating the costs associated with implementing health, safety, quality, and staffing requirements and costs associated with providing high quality care. 10% indirect costs are included.

Long Distance Phone Calls. Funds are requested for long distance phone call costs to reach out to providers.

Indirect Costs

Indirect costs are calculated using the rate agreed with state agencies of 10%

Options

A 2% increase, per year, is estimated for pricing of options.

Appendix A. 2019 Market Rate Survey

2019 Nebraska Childcare Market Rates Survey

Section I: About Your Program

1. Which of the following best describes your program?

- Family Child Care Home I (Licensed)
 Family Child Care Home II (Licensed)
 Child Care Center (Licensed)
 School-Age-Only Center (Licensed)
 Preschool (Licensed)
 Other, please specify:

2. Does your program serve infants (up to 18 months)?

- Yes
 No → Go to #5

3. How many infants are currently enrolled in your program?

4. What is the minimum age you allow infants to enroll in your program?

5. Does your program serve toddlers (18-36 months)?

- Yes
 No → Go to #7

6. How many toddlers are currently enrolled in your program?

7. Does your program serve preschool-age children (36 months – school-age)?

- Yes
 No → Go to #9

8. How many preschool-age children are currently enrolled in your program?

9. Does your program serve school-age children (kindergarten-age and up)?

- Yes
 No → Go to #11

10. How many school-age children are currently enrolled in your program?

11. Are you accredited with each of the following?

	Yes	No
a. National Accreditation Commission for Early Care and Education Program	<input type="radio"/>	<input type="radio"/>
b. National Association for the Education of Young Children (NAEYC)	<input type="radio"/>	<input type="radio"/>
c. National Early Childhood Program Accreditation (NECPA)	<input type="radio"/>	<input type="radio"/>
d. National Association for Family Child Care (NAFCC)	<input type="radio"/>	<input type="radio"/>
e. Association Montessori International (AMI)	<input type="radio"/>	<input type="radio"/>
f. American Montessori Society (AMS)	<input type="radio"/>	<input type="radio"/>
g. National After School Association	<input type="radio"/>	<input type="radio"/>
h. Other, please specify:	<input type="radio"/>	<input type="radio"/>

12. Do you participate in, receive funding for, or offer any of the following?

	Yes	No	If yes, please describe the extent to which you participate.
a. Head Start	<input type="radio"/>	<input type="radio"/>	<input type="text"/>
b. Early HeadStart	<input type="radio"/>	<input type="radio"/>	<input type="text"/>
c. Sixpence	<input type="radio"/>	<input type="radio"/>	<input type="text"/>
d. Step up to Quality	<input type="radio"/>	<input type="radio"/>	<input type="text"/>
e. Child and Adult Care Food Program (CACFP)	<input type="radio"/>	<input type="radio"/>	<input type="text"/>
f. T.E.A.C.H. Early Childhood® NEBRASKA	<input type="radio"/>	<input type="radio"/>	<input type="text"/>
g. Other, please specify:	<input type="radio"/>	<input type="radio"/>	<input type="text"/>
			<input type="text"/>

13. Please answer the following questions about your hours of operation.

	Are you open for each of these days in a week?		If yes, what are your normal hours of operation?	
	Yes	No	Open Time	Close Time
a. Monday	<input type="radio"/>	<input type="radio"/>	<input type="text"/> : <input type="text"/>	<input type="text"/> : <input type="text"/>
b. Tuesday	<input type="radio"/>	<input type="radio"/>	<input type="text"/> : <input type="text"/>	<input type="text"/> : <input type="text"/>
c. Wednesday	<input type="radio"/>	<input type="radio"/>	<input type="text"/> : <input type="text"/>	<input type="text"/> : <input type="text"/>
d. Thursday	<input type="radio"/>	<input type="radio"/>	<input type="text"/> : <input type="text"/>	<input type="text"/> : <input type="text"/>
e. Friday	<input type="radio"/>	<input type="radio"/>	<input type="text"/> : <input type="text"/>	<input type="text"/> : <input type="text"/>
f. Saturday	<input type="radio"/>	<input type="radio"/>	<input type="text"/> : <input type="text"/>	<input type="text"/> : <input type="text"/>
g. Sunday	<input type="radio"/>	<input type="radio"/>	<input type="text"/> : <input type="text"/>	<input type="text"/> : <input type="text"/>

14. Does your program provide evening care?

- Yes
- No → Go to #17

15. What is your hourly rate for evening care?

\$ per hour

16. Approximately how many children in your program receive evening care?

Children

17. Does your program provide overnight care?

- Yes
- No → Go to #20

18. What is your hourly rate for overnight care?

\$ per hour

19. Approximately how many children in your program receive overnight care?

Children

20. Does your program provide weekend care?

- Yes
 No → Go to #23

21. What is your hourly rate for weekend care?

\$ per hour

22. Approximately how many children in your program receive weekend care?

Children

23. Does your program provide drop in care?

- Yes
 No → Go to #26

24. What is your hourly rate for drop in care?

\$ per hour

25. Approximately how many children in your program receive drop in care?

Children

26. Does your program provide emergency care?

- Yes
 No → Go to #29

27. What is your hourly rate for emergency care?

\$ per hour

28. Approximately how many children in your program receive emergency care?

Children

29. Does your program provide care during school breaks?

- Yes
 No → Go to #32

30. What is your hourly rate for care during school breaks?

\$ per hour

31. Approximately how many children in your program receive care during school breaks?

Children

32. Does your program provide care during the summer?

- Yes
 No → Go to #35

33. What is your hourly rate for care during the summer?

\$ per hour

34. Approximately how many children in your program receive care during the summer?

Children

35. Does your program provide care during the holidays (except major holidays)?

- Yes
 No → Go to #38

36. What is your hourly rate for care during the holidays?

\$ per hour

37. Approximately how many children in your program receive care during the holidays?

Children

Section II: Child Care Rates and Fees

38. What rate do you charge?

- Full-time
 Part-time → Go to #47
 Both full-time and part-time

39. Do you charge each of the following types of rates for full-time care?

	Yes	No
a. Hourly	<input type="radio"/>	<input type="radio"/>
b. Daily	<input type="radio"/>	<input type="radio"/>
c. Weekly	<input type="radio"/>	<input type="radio"/>
d. Monthly	<input type="radio"/>	<input type="radio"/>

40. How many days per week does your full-time weekly rate cover?

- 1 day
 2 days
 3 days
 4 days
 5 days
 6 days
 7 days

41. How many hours are included for full-time care per day?

Hours

42. How many hours are included for full-time care per week?

Hours

43. What is your standard full-time rate for infants (up to 18 months)? Please fill in only the boxes that apply to your program.

a. Hourly \$

b. Daily \$

c. Weekly \$

d. Monthly \$

44. What is your standard full-time rate for toddlers (18-36 months)? Please fill in only the boxes that apply to your program.

a. Hourly \$

b. Daily \$

c. Weekly \$

d. Monthly \$

45. What is your standard full-time rate for preschool (36 months-school age)? Please fill in only the boxes that apply to your program.

a. Hourly \$

b. Daily \$

c. Weekly \$

d. Monthly \$

46. What is your standard full-time rate for school age (kindergarten and up)? Please fill in only the boxes that apply to your program.

a. Hourly \$

b. Daily \$

c. Weekly \$

d. Monthly \$

If full-time only, go to #55. →

47. Do you charge each of the following types of rates for part-time care?

	Yes	No
a. Hourly	<input type="radio"/>	<input type="radio"/>
b. Daily	<input type="radio"/>	<input type="radio"/>
c. Weekly	<input type="radio"/>	<input type="radio"/>
d. Monthly	<input type="radio"/>	<input type="radio"/>

48. How many days per week does your part-time weekly rate cover?

- 1 day
- 2 days
- 3 days
- 4 days
- 5 days
- 6 days
- 7 days

49. How many hours are included for part-time care per day?

Hours

50. How many hours are included for part-time care per week?

Hours

51. What is your standard part-time rate for infants (up to 18 months)? Please fill in only the boxes that apply to your program.

a. Hourly \$

b. Daily \$

c. Weekly \$

d. Monthly \$

52. What is your standard part-time rate for toddlers (18-36 months)? Please fill in only the boxes that apply to your program.

a. Hourly \$

b. Daily \$

c. Weekly \$

d. Monthly \$

53. What is your standard part-time rate for preschool (36 months-school age)? Please fill in only the boxes that apply to your program.

a. Hourly \$

b. Daily \$

c. Weekly \$

d. Monthly \$

54. What is your standard part-time rate for school age (kindergarten and up)? Please fill in only the boxes that apply to your program.

a. Hourly \$

b. Daily \$

c. Weekly \$

d. Monthly \$

55. For school-age children, do you charge a different rate for before and after school?

- Yes
 No → Go to #58
 Our program does not have school-age children

56. What are your before school rates for school-age children? Please fill in only the boxes that apply to your program.

a. Hourly \$

b. Daily \$

c. Weekly \$

d. Monthly \$

57. What are your after school rates for school age-children? Please fill in only the boxes that apply to your program.

a. Hourly \$

b. Daily \$

c. Weekly \$

d. Monthly \$

58. Do you charge an enrollment fee?

- Yes
 No → Go to #60

59. How much do you charge for the enrollment fee?

\$

60. Do you charge a fee for being wait-listed?

- Yes
 No

Section III: Child Care Staff

61. How many staff are employed at your program?

a. Full time:

b. Part time:

62. Do each of the following pay for required Health and Safety trainings of your staff (e.g., Pediatric First Aid/CPR, fire safety, and mandatory reporting of suspected abuse or neglect)?

	Yes	No
a. Program	<input type="radio"/>	<input type="radio"/>
b. Individual staff	<input type="radio"/>	<input type="radio"/>
c. Other, please specify:	<input type="radio"/>	<input type="radio"/>

63. Approximately how much do you spend per month on required Health and Safety trainings of your staff?

\$

I do not pay for trainings of my staff

Section IV: Diversity of Children

64. Does your program serve children with any of the following characteristics?

	Yes	No
a. Children with special needs	<input type="radio"/>	<input type="radio"/>
b. Homeless children	<input type="radio"/>	<input type="radio"/>
c. Migrant children	<input type="radio"/>	<input type="radio"/>
d. English-language learners	<input type="radio"/>	<input type="radio"/>

65. Do you provide care for children with behavioral special needs? (Examples may include but are not limited to: Reactive Attachment Disorder, Autism, Oppositional Defiance Disorder, Post-Traumatic Stress Disorder, Dissociative Disorder.)

Yes
 No → Go to #69

66. For children with behavioral special needs, do your rates vary based on the child's severity of needs?

Yes
 No → Go to #68

67. What are the rates for children with behavioral special needs? Please fill in only the boxes that apply to your program.

a. Hourly \$

b. Daily \$

c. Weekly \$

d. Monthly \$

68. How many children with behavioral special needs are enrolled in your program?

a. Infants (up to 18 months) Children

b. Toddler (18-36 months) Children

c. Preschool (36 months-school age) Children

d. School age (kindergarten and up) Children

69. Do you provide care for children with medical special needs? (Examples may include but are not limited to: C-tube, seizure disorders, diabetes, severe allergies requiring Epi-pen.)

Yes
 No → Go to #73

70. For children with medical special needs, do your rates vary based on the child's severity of needs?

Yes
 No → Go to #72

71. What are the rates for children with medical special needs? Please fill in only the boxes that apply to your program.

a. Hourly rate \$

b. Daily rate \$

c. Weekly rate \$

d. Monthly rate \$

72. How many children with medical special needs are enrolled in your program?

- a. Infants (up to 18 months) Children
- b. Toddler (18-36 months) Children
- c. Preschool (36 months-school age) Children
- d. School age (kindergarten and up) Children

73. Do you accept Child Care Subsidy (Title XX)?

- Yes → Go to #75
- No

74. Why do you not accept Child Care Subsidy (Title XX)?

→ Go to #77

75. Do you currently have a Child Care Subsidy agreement with DHHS?

- Yes
- No → Go to #77

76. How many children do you currently have enrolled that are utilizing Child Care Subsidy?

 Children

77. If you had an open enrollment spot, would you accept a child that is utilizing Child Care Subsidy?

- Yes → Go to #79
- No

78. Why would you not accept a child that is utilizing Child Care Subsidy?

79. How many children in your program do you currently receive Subsidy payments for?

 Children

80. Do you have limits on the number of children you will accept who participate in the Subsidy program?

- Yes
- No → Go to #82

81. What are the limits you have to the number of children you will accept who participate in the Subsidy program?

82. Have you ever provided care for children on the Subsidy program in the past?

- Yes
- No

83. Do you accept Subsidy as a payment now?

- Yes → Go to #85
- No

84. Why do you not accept Subsidy as a payment now?

85. As a provider, please tell us any barriers you have experienced with the Subsidy program.

86. Which of the following is the greatest influence on the rates you charge to families?

- Child care rates in the community
- Staff salaries and training costs
- Overall operating costs
- Child Care Subsidy/CCDF reimbursement rates
- Profit level desired
- Parents' ability/willingness to pay

87. Which of the following is the second greatest influence on the rates you charge to families?

- Child care rates in the community
- Staff salaries and training costs
- Overall operating costs
- Child Care Subsidy/CCDF reimbursement rates
- Profit level desired
- Parents' ability/willingness to pay

88. What other factors impact your rates for children?

89. Please explain if you feel this survey does not apply to you.

90. Would you like to have a copy of the final report emailed to you?

- Yes
- No → Go to End

91. Please provide the email address you would like the report sent to.

Thank you!

We greatly appreciate the time you have taken to complete this survey. For your convenience, please use the postage-paid return envelope included in your survey packet to return your questionnaire.

Questions or requests about this survey can be directed to:

Bureau of Sociological Research
University of Nebraska-Lincoln
907 Oldfather Hall
PO Box 880325
Lincoln, NE 68588-0325

Phone: 1-800-480-4549 (toll free) E-mail: bosr@unl.edu

ABOUT THE BUFFETT EARLY CHILDHOOD INSTITUTE

Vision

Nebraska will be the best place in the nation to be a baby.

Mission

To transform the lives of young children by improving their learning and development.

Who We Are

The Buffett Early Childhood Institute at the University of Nebraska is a four-campus, multidisciplinary research, practice, policy, and outreach center devoted to improving the development and learning of children from birth through age 8. We focus on the first eight years because, as decades of research have shown, the experiences of the early years have a major impact on children's success in school and life. We work collaboratively with our university partners, communities, agencies, schools, and families to implement evidence-based, high-quality systems and practices designed to help children reach their greatest potential.

What We Believe

We believe all children deserve the opportunity to develop, learn, and succeed in life.

We believe the best time to affect a child's future is during the first eight years of life.

We believe applying evidence-based practices improves outcomes for all children.

We believe in supporting all aspects of children's development throughout the first eight years of life.

We believe early childhood intervention is a critically important investment for the future.

Our Goals

- Increase opportunities for young children to learn, and eliminate income-based and race-based achievement gaps by the end of third grade.
- Ensure a skilled, informed, and diverse workforce is available to all children.
- Improve public understanding of and support for early childhood services for children and families in Nebraska.

What We Do

- *Research:* Applied research in support of the learning and development of children at risk, birth through age 8.
- *Practice:* Working with others to implement evidence-based practices that improve young children's learning and development.
- *Policy:* Public policy informed by the best available evidence of what works to improve learning and developmental outcomes.
- *Outreach:* Outreach and public education to share what we know about early childhood and to encourage supportive environments for young children.

Principal Strategies

- Convening early childhood influencers and stakeholders.
- Bridging to meaningful resources and knowledge.
- Partnering with agencies, providers, school districts, and others.
- Innovating and creating new solutions.
- Communicating and translating scientific findings and general knowledge about child development for parents, providers, policymakers, and the public.

Signature Programs

Two signature programs shape our efforts to improve the lives of children in our communities:

The *Achievement Gap Challenge* focuses on reducing or eliminating learning and achievement gaps, with an emphasis on children growing up in poverty or other conditions of high stress and familial challenge. This statewide program was launched in the Omaha area in fall 2014. Over time, we will collaborate with partner organizations, agencies, schools, and others to introduce new initiatives in other communities.

The *Early Childhood Workforce Development Program* focuses on ensuring a skilled, informed, and diverse workforce is available to all young children. We will support and guide the consistent application of proven practices—drawn from the science of child development—to reshape the learning experiences of new and longtime teachers and caregivers.

University of Nebraska Partners

- University of Nebraska–Lincoln
- University of Nebraska at Omaha
- University of Nebraska at Kearney
- University of Nebraska Medical Center
- University of Nebraska Central Administration

Contact

Buffett Early Childhood Institute
2111 S. 67th Street, Suite 350
Omaha, NE 68106

Phone: 402-554-2924

Email: buffettinstitute@nebraska.edu

Web: buffettinstitute.nebraska.edu

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The RFP is designed to solicit proposals from qualified Bidders who will be responsible for providing Market Rate Survey (MRS) at a competitive and reasonable cost.

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

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this RFP reside with the State Purchasing Bureau. The point of contact (POC) for the procurement is as follows:

Name: Dianna Gilliland/Annette Walton, Buyer(s)
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508
Telephone: 402-471-6500
E-Mail: as.materielpurchasing@nebraska.gov

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

The following exceptions to these restrictions are permitted:

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

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

C. SCHEDULE OF EVENTS

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

ACTIVITY	DATE/TIME
1. Release RFP	April 3, 2019
2. Last day to submit written questions	April 23, 2019
3. State responds to written questions through RFP "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	May 2, 2019
4. Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	May 16, 2019 2:00 PM Central Time
5. Review for conformance to RFP requirements	May 16, 2019
6. Evaluation period	May 17, 2019 - June 6, 2019
7. "Oral Interviews/Presentations and/or Demonstrations" (if required)	To Be Determined
8. Post "Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	June 7, 2019
9. Contract finalization period	June 6, 2019 - July 31, 2019
10. Contract award	January 1, 2020
11. Contractor start date	January 1, 2020

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any RFP provision must be submitted in writing to the State Purchasing Bureau and clearly marked "RFP Number 6055 Z1; Market Rate Survey Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should present, as questions, any assumptions upon which the Bidder's proposal is or might be developed. Proposals will be evaluated without consideration of any known or unknown assumptions of a bidder. The contract will not incorporate any known or unknown assumptions of a bidder.

It is preferred that questions be sent via e-mail to as.materielpurchasing@nebraska.gov, but may be delivered by hand or by U.S. Mail. It is recommended that Bidders submit questions using the following format.

RFP Section Reference	RFP Page Number	Question

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

E. PRICES

Prices submitted on the cost proposal form, once accepted by the State, shall remain fixed for the initial contract term, ten (10) months, of the contract. Any request for a price increase after the initial contract term of the contract shall not exceed five percent (0.5%) of the price bid for the period. Increases shall not be cumulative and will only apply to that period of the contract. The request for a price increase must be submitted in writing to the State Purchasing Bureau a minimum of 120 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

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

F. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)

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

G. ETHICS IN PUBLIC CONTRACTING

The State reserves the right to reject bids, withdraw an intent to award or award, or terminate a contract if a bidder commits or has committed ethical violations, which include, but are not limited to:

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

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

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

H. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

The requirements contained in the RFP become a part of the terms and conditions of the contract resulting from this RFP. Any deviations from the RFP in Sections II through VI 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 RFP, requirements, or applicable state or federal laws or statutes. "Deviation", for the

purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

I. SUBMISSION OF PROPOSALS

Bidders should submit one proposal marked on the first page: "ORIGINAL". If multiple proposals are submitted, the State will retain one copy marked "ORIGINAL" and destroy the other copies. The Bidder is solely responsible for any variance between the copies submitted. Proposal responses should include the completed Form A, "Bidder Contact Sheet". Proposals must reference the RFP number and be sent to the specified address. Please note that the address label should appear as specified in Section I B. on the face of each container or bidder's bid response packet. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The RFP number should be included in all correspondence.

Emphasis should be concentrated on conformance to the RFP 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 the State reserves the right to reject the proposal as non-conforming.

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this RFP.

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

The Technical and Cost Proposals Template 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 should be numbered consecutively within sections. Figures and tables should be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

J. BID PREPARATION COSTS

The State shall not incur any liability for any costs incurred by Bidders in replying to this RFP, including any activity related to bidding on this RFP.

K. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL

Violation of the terms and conditions contained in this RFP 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. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Termination of the resulting contract;
5. Legal action; and
6. 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.

L. BID CORRECTIONS

A bidder may correct a mistake in a bid prior to the time of opening by giving written notice to the State of intent to withdraw the bid for modification or to withdraw the bid completely. Changes in a bid after opening are acceptable only if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

M. LATE PROPOSALS

Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals will be returned unopened, if requested by the bidder and at bidder's expense. The State is not responsible for proposals that are late or lost regardless of cause or fault.

N. PROPOSAL OPENING

The opening of proposals will be public and the bidders will be announced. Proposals **WILL NOT** be available for viewing by those present at the proposal opening. Vendors may contact the State to schedule an appointment for viewing proposals after the Intent to Award has been posted to the website. Once proposals are opened, they become the property of the State of Nebraska and will not be returned.

O. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS

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

1. Original Request for Proposal for Contractual Services form signed using an indelible method;
2. Clarity and responsiveness of the proposal;
3. Completed Corporate Overview;
4. Completed Sections II through VI;
5. Completed Technical Approach; and
6. Completed State Cost Proposal Template.

P. EVALUATION COMMITTEE

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

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

Q. EVALUATION OF PROPOSALS

All proposals that are responsive to the RFP will be evaluated. Each evaluation category will have a maximum 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. Corporate Overview should 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 RFP;
 - b. the character, integrity, reputation, judgment, experience, and efficiency of the bidder;
 - c. whether the bidder can perform the contract within the specified time frame;
 - d. the quality of bidder performance on prior contracts;
 - e. such other information that may be secured and that has a bearing on the decision to award the contract;
2. Technical Approach; and,
3. Cost Proposal.

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

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

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

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

(a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

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

Evaluation criteria weighting will be released with the RFP.

R. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

The State may determine after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required. Every bidder may not be given an opportunity to interview/present and/or give demonstrations; the State reserves the right, in its discretion, to select only the top scoring bidders to present/give oral interviews. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Technical 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, identified in their proposal, 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. Only representatives of the State and the presenting bidder will be permitted to attend the oral interviews/presentations and/or demonstrations. A written copy or summary of the presentation, and demonstrative information (such as briefing charts, et cetera) may be offered by the bidder, but the State reserves the right to refuse or not consider the offered materials. Bidders shall not be allowed to alter or amend their proposals.

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

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

S. BEST AND FINAL OFFER

If best and final offers (BAFO) are requested by the State and submitted by the bidder, they will be evaluated (using the stated BAFO criteria), scored, and ranked by the Evaluation Committee. The State reserves the right to conduct more than one Best and Final Offer. 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.

T. REFERENCE AND CREDIT CHECKS

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

U. AWARD

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

1. Amend the RFP;
2. Extend the time of or establish a new proposal opening time;
3. Waive deviations or errors in the State's RFP process and in bidder proposals that are not material, do not compromise the RFP process or a bidder's proposal, and do not improve a bidder's competitive position;
4. Accept or reject a portion of or all of a proposal;
5. Accept or reject all proposals;
6. Withdraw the RFP;
7. Elect to rebid the RFP;
8. Award single lines or multiple lines to one or more bidders; or,
9. Award one or more all-inclusive contracts.

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

Grievance and protest procedure is available on the Internet at: <http://das.nebraska.gov/materiel/purchasing.html>

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

II. TERMS AND CONDITIONS


Bidders should complete Sections II through VII as part of their proposal. Bidder is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the RFP, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this RFP. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this RFP.

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

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

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

A. GENERAL

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

The contract resulting from this RFP shall incorporate the following documents:


1. Request for Proposal and Addenda;
2. Amendments to the RFP;
3. Questions and Answers;
4. Contractor's proposal (RFP and properly submitted documents);
5. The executed Contract and Addendum One to Contract, if applicable ; and,
6. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

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

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

B. NOTIFICATION

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

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

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

Child Care and Development Fund Grant Specialist
 DHHS – Division of Children and Family Services
 5220 South 16th Street
 Lincoln, NE 68512

C. NOTICE POINT OF CONTACT (POC)

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

D. GOVERNING LAW (Statutory)

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

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

E. BEGINNING OF WORK

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

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.

F. CHANGE ORDERS

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

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

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

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

G. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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

H. BREACH

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

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

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

I. NON-WAIVER OF BREACH

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

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

J. SEVERABILITY

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

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

K. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	JW		Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.

1. GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, 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, including subcontractor's and their employees, provided by the Contractor.

4. SELF-INSURANCE


The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

5. ALL REMEDIES AT LAW

Nothing in this agreement shall be construed as an indemnification by one Party of the other for liabilities of a Party or third parties for property loss or damage or death or personal injury arising out of and during the performance of this lease. Any liabilities or claims for property loss or damages or for death or personal injury by a Party or its agents, employees, contractors or assigns or by third persons shall be determined according to applicable law.


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

L. ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
	IW 		UNL will only be responsible for our own attorney fees.

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

M. RETAINAGE

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

Any Data Phase cost provided by the bidder over 25% of the total cost will be held as retainage by the State until all four (4) phases have been completed and approved by the State. The entire retainage amount will be payable upon successful completion of the project. Upon completion of the project, the Contractor will invoice the State for any outstanding work and for the retainage. The State may reject the final invoice by identifying the specific reasons for such rejection in writing to the Contractor within forty-five (45) calendar days of receipt of the final invoice. Otherwise,

the project will be deemed accepted and the State will release the final payment and retainage in accordance with the contract payment terms.

N. PERFORMANCE BOND

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

The Contractor will be required to supply a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the bond must be \$50,000.00. The bond will guarantee that the Contractor will faithfully perform all requirements, terms and conditions of the contract. Failure to comply shall be grounds for forfeiture of the bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

O. ASSIGNMENT, SALE, OR MERGER

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

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


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

P. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS

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

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

Q. FORCE MAJEURE

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

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

R. CONFIDENTIALITY

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

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

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

S. OFFICE OF PUBLIC COUNSEL (Statutory)

If it provides, under the terms of this contract and on behalf of the State of Nebraska, health and human services to individuals; service delivery; service coordination; or case management, Contractor shall submit to the jurisdiction of the Office of Public Counsel, pursuant to Neb. Rev. Stat. §§ 81-8,240 et seq. This section shall survive the termination of this contract.

T. LONG-TERM CARE OMBUDSMAN (Statutory)

Contractor must comply with the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq. This section shall survive the termination of this contract.


U. EARLY TERMINATION

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

The contract may be terminated as follows:

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

V. CONTRACT CLOSEOUT

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


Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor Contractor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contractor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

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

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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

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

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

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

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

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

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the 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 that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law; and
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees.
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the bidder'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.

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

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

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

B. EMPLOYEE WORK ELIGIBILITY STATUS

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

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

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

- The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>
The completed United States Attestation Form should be submitted with the RFP response.
- 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.
- 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.

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

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, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The 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 RFP.

D. COOPERATION WITH OTHER CONTRACTORS

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

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

E. PERMITS, REGULATIONS, LAWS

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

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

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

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

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

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

G. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JW	"As of the date of the execution of this Agreement, University is self-insured pursuant to the University of Nebraska Self-Insurance Trust Program. Subject to the terms, conditions, exclusions, and limits of the Statement of Self-Insurance Coverage contained in the Program, the University shall become legally obligated to pay as damages for liability occurrences, up to the limits of \$1,000,000 per liability occurrence and \$3,000,000 in the aggregate of liability occurrences in any fiscal year."

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

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

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

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within one (1) years of termination or expiration of the contract, the contractor shall obtain an extended discovery

or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and one (1) years following termination or expiration of the contract.

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.

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

1. WORKERS' COMPENSATION INSURANCE

The 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. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The 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 Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

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

If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy, a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.

3. EVIDENCE OF COVERAGE

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

DHHS – Children and Family Services
 Attn: Child Care and Development Fund Grant Specialist
 5220 South 16th Street
 Lincoln, NE 68512


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.

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

4. DEVIATIONS


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

H. ANTITRUST

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

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.

I. CONFLICT OF INTEREST

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

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

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


The Parties shall not knowingly, for a period of two years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the RFP or project, or who had any influence on decisions affecting the RFP or project.

J. STATE PROPERTY

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

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.


K. SITE RULES AND REGULATIONS

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

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 in writing between the State and the Contractor.

L. ADVERTISING


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

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. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

M. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

N. DISASTER RECOVERY/BACK UP PLAN

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

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

O. DRUG POLICY

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

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

IV. PAYMENT


A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

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

B. TAXES (Statutory)

The State is not required to pay taxes 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.

C. INVOICES

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

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment to dhhs.ccsubsidy@nebraska.gov. 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.

D. INSPECTION AND APPROVAL

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

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.

E. PAYMENT

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

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. (Neb. Rev. Stat. Section 73-506(1)) 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 of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)

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

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

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

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The 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.

H. RIGHT TO AUDIT (First Paragraph is Statutory)

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

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

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (0.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

V. PROJECT DESCRIPTION AND SCOPE OF WORK

A. PURPOSE

The purpose of this RFP is to conduct a study of market rate prices for childcare in the State of Nebraska, referred to as the Market Rate Survey (MRS).

45 CFR §98.45 requires all states to conduct a MRS for the provision of child care services funded under its Child Care and Development Fund. Prior to conducting the MRS, 45 CFR §98.45 requires consultation with:

1. The State's Advisory Council on Early Childhood Education and Care (Nebraska's Early Childhood Interagency Coordinating Council (ECICC)); and
2. Organizations representing child care caregivers, teachers, and directors.

Neb. Rev. Stat. §43-536 requires the Department of Health and Human Services (DHHS) to conduct a MRS of the child care providers in the state. The Department shall adjust the reimbursement rate for child care every odd-numbered year at a rate not less than the sixtieth percentile and no more than the seventy-fifth percent title of the rate study.

B. PROJECT REQUIREMENTS

The MRS must be completed in accordance with all applicable law, including but not limited to 45 CFR §§ 98 et seq. and Neb. Rev. Stat. § 43-536, and allow DHHS to meet its obligations.

The Contractor will oversee all aspects of this work and will be responsible for communicating with DHHS; producing all contents of the final report; and providing any presentations required by DHHS as part of this project.

C. SCOPE OF WORK

The Contractor will perform the following duties under the resulting contract:

1. Planning.
2. Data Collection per Section E below.
3. Data Analysis.
4. Report Writing.
5. Provide a Final Report per Section F below.

D. TECHNICAL REQUIREMENTS

For the following six (6) technical requirements, provide a bidder response explaining how each requirement will be met.

1	Bidder should describe its collecting methodology.
	Bidder Response: Please see Table 1 in narrative.
2	Bidder should describe its follow up procedure to ensure adequate response.
	Bidder Response: Please see Table 1 in narrative.
3	Bidder should describe its schedule, and ensure it aligns with DHHS and Federal requirements.
	Bidder Response: Please see Table 1 in narrative.

4	Bidder should provide a sample of the survey questions.
	Bidder Response: Please see Table 1 in narrative.
5	Bidder should describe how its final deliverable/report will be provided to DHHS.
	Bidder Response: Please see Table 1 in narrative.
6	Bidder should describe its team approach to working with the Steering Committee.
	Bidder Response: Please see Table 1 in narrative.

E. DATA COLLECTING

The census approach used by the Contractor will have the ability to invite all licensed child care providers that are a part of the priced market, which is defined as providers that charge parents a price established through an arm's length transaction, to participate. The survey must also include providers that participate in the Child Care and Development Fund (CCDF) Subsidy Program.

Data collecting by the contractor may be distributed electronically via a web-based survey or other methods, including by mail or telephone.

To ensure that the data remains current, a three (3) month window will be established for all data collection to be completed. Multiple contacts to providers, who at first do not respond, should be considered to maximize response rates for the survey.

The data to be collected must include, but is not limited to the following:

1. The extent to which child care providers participate in the CCDF subsidy program;
2. Any barriers related to child care providers accepting the CCDF subsidy program;
3. The portion of children who receive child care subsidy;
4. What limits, if any, the provider places on the number of children they will accept with subsidy;
5. At what level the provider participates in Step Up to Quality or other system of quality indicators;
6. The cost of implementation required for Health and Safety trainings;
7. Traditional and non-traditional care;
8. The data will be collected from a representative geographical area for the entire state of Nebraska, including rural and urban areas;
9. Age of children; infant, toddler, pre-school, and school-age;
10. License type; Family Child Care Home I, Family Child Care Home II, Child Care Center, and School Age License; and
11. The cost of special needs children; behavioral and medical.

In the final Report, data must be presented in HOURLY and DAY units reflective of 50th through 100th percentiles in increments of 5's.

Currently, 392 NAC 4-003.02 requires rates to be reimbursed in HOURLY and DAY units. This study must also calculate data reflective of the MRS for HALF DAY / FULL DAY units and HALF WEEK / FULL WEEK units.

F. FINAL REPORT

45 CFR § 98.45 require the final report to include:

1. The results of the MRS;
2. The estimated cost of care necessary (including any relevant variation by geographic location, category of provider, or age of child) to support:
 - a. Child care providers' implementation of the health, safety, quality, and staffing requirements;
 - b. Higher-quality care, as defined by the Lead Agency using a quality rating and improvement system or other system of quality indicators, at each level of quality; and
3. The response to stakeholder views and comments.

The Final Report must be provided to the designated DHHS contact(s). Any additional activities that are considered during the process of the study will not be acted upon without the approval of DHHS. This is strictly to obtain information for the MRS. Data and results of surveys will not be shared with anyone unless approved by the designated DHHS contact(s). See Section II Terms and Conditions, P. Confidentiality.

G. DELIVERABLES

A budget justification will need to be included with a breakdown of costs and personnel responsibilities. Payment will be processed after each completed and approved Data Phase. Payment may be calculated in 25% increments based on total project cost and upon DHHS approval of each completed Data Phase. Any Data Phase cost provided by the bidder over 25% of the total cost will be held as retainage until all four phases have been completed and approved by the State.

Table 1 provides a timeline and key tasks for each phase of the study.

A written report will be the final deliverable of this project.

Table 1. Breakdown of Phases and Key Tasks for the 2021 Childcare Market Rate Study.

Phase	Estimated Date Range	Key Tasks
Planning	01/01/2020 – 03/30/2020	<ul style="list-style-type: none"> - Meet with Steering Committee - Identify potential secondary data sources - Review and revise past MRS script - Create electronic version of MRS script - Obtain provider contact information
Data Collection	04/01/2020 – 06/30/2020	<ul style="list-style-type: none"> - Develop databases for data to be collected - Contact providers to seek participation - Distribute survey to providers via their preferred means (i.e., electronic, phone) - Follow-up with providers on a bi-monthly basis to maximize survey completion rates
Data Analysis	07/01/2020 – 07/31/2020	<ul style="list-style-type: none"> - Prepare data for analysis - Conduct analyses
Report Writing, Revision and Project Follow-up (as necessary)	08/01/2020 – 10/31/2020	<ul style="list-style-type: none"> - Write and deliver comprehensive report of study process and results - Present report results to select group within DHHS - Revise report, as necessary, per suggestions of DHHS personnel after initial review has been completed - Provide on-going support, including presentation of study process and findings to stakeholder groups

The Optional Renewal periods will follow the Phase steps above every other year.

VI. PROPOSAL INSTRUCTIONS

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

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

A. PROPOSAL SUBMISSION

1. REQUEST FOR PROPOSAL FORM

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

The RFP for Contractual Services form must be signed using an indelible method (not electronically) and returned per the schedule of events in order to be considered for an award.

Sealed proposals must be received in the State Purchasing Bureau by the date and time of the proposal opening per the Schedule of Events. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows: <http://das.nebraska.gov/materiel/purchasing.html>

Further, Sections II through VII must be completed and returned with the proposal response.

2. CORPORATE OVERVIEW

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

a. BIDDER IDENTIFICATION AND INFORMATION

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

b. FINANCIAL STATEMENTS

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

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

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

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

c. CHANGE OF OWNERSHIP

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

e. RELATIONSHIPS WITH THE STATE

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

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any Party named in the bidder's proposal response is or was an employee of the State within the past sixty (60) 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 should provide a summary matrix listing the bidder's previous projects similar to this RFP 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 should address the following:

i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this RFP. These descriptions should 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 should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a bidder performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.

- ii. Contractor and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as Subcontractor projects.
- iii. If the work was performed as a Subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, Subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a Subcontractor.
- iv. Prior experience in research and collecting data for Child Care or Early Childhood Development;
- v. Prior experience completing surveys.

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

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

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

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

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

j. SUBCONTRACTORS

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

- i. name, address, and telephone number of the Subcontractor(s);
- ii. specific tasks for each Subcontractor(s);
- iii. percentage of performance hours intended for each Subcontract; and
- iv. total percentage of Subcontractor(s) performance hours; and
- v. rationale for utilizing subcontractors.

3. TECHNICAL APPROACH (Delete Technical Approach if Cost Only)

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

- a. Understanding of the project requirements; and
- b. Deliverables and due dates.

VII. COST PROPOSAL REQUIREMENTS

This section describes the requirements to be addressed by bidders in preparing the State's Cost Proposal Sheet. The bidder must use the State's Cost Proposal Sheet. The bidder should submit the State's Cost Proposal Sheet in accordance with Section I Submission of Proposal.

THE STATE'S COST SHEET AND ANY OTHER COST DOCUMENT SUBMITTED WITH THE PROPOSAL SHALL NOT BE CONSIDERED CONFIDENTIAL OR PROPRIETARY AND IS CONSIDERED A PUBLIC RECORD IN THE STATE OF NEBRASKA AND WILL BE POSTED TO A PUBLIC WEBSITE.

A. COST PROPOSAL

This summary shall present the total fixed price to perform all of the requirements of the RFP. The bidder must include details in the State's Cost Sheet supporting any and all costs.

The State reserves the right to review all aspects of cost 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.

B. PRICES

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

Form A
Bidder Contact Sheet
Request for Proposal Number 6055 Z1

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

Preparation of Response Contact Information	
Bidder Name:	Board of Regents of the University of Nebraska, on behalf of Buffett Early Childhood Institute
Bidder Address:	151 Prem S. Paul Research Center 2200 Vine Street, Lincoln NE 68583
Contact Person & Title:	Jeanne Wicks, Director, Office of Sponsored Programs
E-mail Address:	unlosp@unl.edu
Telephone Number (Office):	402-472-3171
Telephone Number (Cellular):	
Fax Number:	402-472-9323

Each bidder should 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:	Buffett Early Childhood Institute
Bidder Address:	2111 S. 67th Street, Suite 350 Omaha, NE 68106
Contact Person & Title:	Greg Welch, PI
E-mail Address:	gwelch@nebraska.edu
Telephone Number (Office):	402-472-2211
Telephone Number (Cellular):	402-253-1889
Fax Number:	

Cost Proposal
Request for Proposal Number 6055 Z1

Bidder Name: Board of Regents of the University of Nebraska

All prices, costs, and terms and conditions submitted in the proposal shall remain fixed and valid commencing on the opening date of the proposal until the contract terminates or expires.

Provide itemized costs (e.g. personnel, technology, travel, indirect costs, etc.) for any of the data phases and a total cost to perform the services outlined under Section V. Project Description and Scope of Work for each of the MRS.

Payment will be processed after each completed Data Phase. Payment may be calculated in 25% increments based on total project cost and upon DHHS approval of each completed Data Phase.

Any Data Phase cost provided by the bidder over 25% of the total cost will be held as retainage until all four phases have been completed and approved by the State.

Data Phase	Initial Contract Period
Planning	\$29,571
Data Collection	\$29,571
Data Analysis	\$29,571
Report Writing, Revision & Project Follow-up	\$29,571
TOTAL	\$118,284

Data Phase	Optional Renewal 1 Contract Period	Optional Renewal 2 Contract Period	Optional Renewal 3 Contract Period
Planning	\$30,842	\$32,178	\$33,582
Data Collection	\$30,842	\$32,178	\$33,582
Data Analysis	\$30,842	\$32,178	\$33,582
Report Writing, Revision & Project Follow-up	\$30,842	\$32,178	\$33,582
TOTAL	\$123,368	\$128,712	\$134,328

The Optional Renewal periods will follow the Phase steps above every other year.