

**State of Nebraska Department of Health and Human Services  
REQUEST FOR QUALIFICATION FOR CONTRACTUAL  
SERVICES**

**RETURN TO:**  
DHHS – Procurement  
301 Centennial Mall South, LL  
Lincoln, NE 68508  
Phone: (402) 471-0727  
E-mail: dhhs.rfpquestions@nebraska.gov

<b>SOLICITATION NUMBER</b>	<b>RELEASE DATE</b>
RFQ 104844-Z6	April 6, 2020
<b>OPENING DATE AND TIME</b>	<b>PROCUREMENT CONTACT</b>
May 12, 2020 2:00 p.m. Central Time	Keith Roland

**PLEASE READ CAREFULLY!  
SCOPE OF SERVICE**

The State of Nebraska (State), Department of Health and Human Services (DHHS), is issuing this Request for Qualification (RFQ) Number 104844-Z6 for the purpose of selecting qualified Contractors to provide services in compliance with the Family First Prevention Services Act (FFPSA). Bidders may submit proposals to provide In-Home Parenting Skills services, Substance Abuse and Mental Health services, or both services.

The term of the contract will be from date of award through September 30, 2021. The contract may be renewed for one (1) additional one (1) year period. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

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

**IMPORTANT NOTICE:** Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the RFQ, and the successful bidder's proposal or response will be posted to a public website managed by DAS, which can be found at <http://statecontracts.nebraska.gov>.

In addition and in furtherance of the State's public records Statute (Neb. Rev. Stat. § 84-712 et seq.), all proposals or responses received regarding this RFQ will be posted to the State Purchasing Bureau public website.

**These postings will include the entire proposal or response. Bidders must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously in black ink with the words "PROPRIETARY INFORMATION". The bidder must submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) THE BIDDER MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA.** The State will determine, in its sole discretion, if the disclosure of the information designated by the Bidder as proprietary would 1) give advantage to business competitors and 2) serve no public purpose. The Bidder will be notified of the State's decision. Absent a determination by the State that the information may be withheld pursuant to Neb. Rev. Stat. § 84-712.05, the State will consider all information a public record subject to disclosure.

If the agency determines it is required to release proprietary information, the bidder will be informed. It will be the bidder's responsibility to defend the bidder's asserted interest in non-disclosure.

**To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, proposal, or response to this RFQ for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a proposal or response to this RFQ, specifically waives any copyright or other protection the contract, proposal, or response to the RFQ may have; and, acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a proposal or response to this RFQ, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the RFQ being found non-responsive and rejected.**

**Any entity awarded a contract or submitting a proposal or response to the RFQ agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or the proposals and responses to the RFQ, awards, and other documents.**

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

### **A. PROJECT OVERVIEW**

The State of Nebraska, Department of Health and Human Services (DHHS) is issuing this RFQ to solicit proposals from qualified bidders to provide services in compliance with the Family First Prevention Services Act (FFPSA) to children and families residing in all counties within the state of Nebraska. Contractors will provide In-Home Parenting Skills services, Substance Abuse and Mental Health services, or both services. The objectives for this RFQ are focused on:

1. Delivering high quality In-Home Parenting skill-based services for families whose children are at imminent risk of removal from the home of the caretaker;
2. Delivering high quality Substance Abuse and Mental Health services for families whose children are at imminent risk of removal from the home of the caretaker;
3. Implementing evidence-based models to the child welfare service array in order to meet the requirements of FFPSA; and,
4. Integrating a family-focused and family-driven approach that builds protective factors in families.

### **B. PURPOSE**

DHHS has reviewed internal data and found that approximately four percent (4%) of services provided to families engaged with the Division of Children and Family Services (CFS) in the State of Nebraska are prevention services. DHHS seeks to increase the percentage of prevention services for families through this RFQ.

DHHS is also seeking to increase the usage rate of evidence-based interventions to children and families to prevent children from being placed out of the family home. Bidders should propose evidence-based models that have been proven effective with a variety of families with children at imminent risk of entering foster care, are proven to be effective with families, are trauma informed, and focus on the following:

1. Keeping children safe;
2. Addressing risk factors that may increase the probability of future maltreatment;
3. Building stronger relationships between children and parents;
4. Assisting parents and caregivers by modeling and teaching specific strategies to address their mental health and/or substance abuse.
5. Assisting parents and caregivers in enhancing their support systems. Parents and caregivers will learn how to:
  - a. Interact in a positive manner with children, to plan activities, and respond appropriately to challenging child behaviors;
  - b. Recognize hazards in the home in order to improve the home environment; and,
  - c. Recognize and respond to symptoms of illness and injury.
6. Empowering parents to effectively manage their mental health and/or substance abuse;
7. Actively teaching parents skills to be able to recognize cognitive distortions and address effectively;
8. Enhancing protective factors of parents and children;
9. Increasing parental capacity/readiness;
10. Strengthening family functioning;
11. Increasing child well-being and improving child mental health;
12. Enhancing parent-child bonding and family functioning;
13. Keeping children safely in their home or achieving timely reunification;
14. Reducing first entries into care;
15. Increasing reunification and other forms of permanency including adoption and legal guardianship;
16. Reducing median length of stay in care;
17. Increasing numbers of non-court cases versus court involved cases;
18. Reducing trauma symptoms; and,
19. Increasing family, kin and family networks for ongoing support to children and families.

### **C. FFPSA BACKGROUND**

The Bipartisan Budget Act of 2018 (H.R. 1892), signed in February 2018, includes sweeping changes to child welfare funding through the inclusion of the Family First Prevention Services Act (FFPSA) (hereinafter "the Act"). This legislation significantly alters how Title IV-E funds can be spent by states. Prior to the Act's passage, Title IV-E funds could only be used to (1) cover the cost of foster care maintenance for eligible children in out-of-home care; (2) for administrative expenses to manage the program; (3) for training for staff, foster parents, and certain private agency staff; (4) adoption assistance; or (5) kinship guardianship assistance.

Under the new law, jurisdictions with an approved Title IV-E plan will be able to use Title IV-E funds to cover the cost of prevention services that would support the ability of youth at imminent risk of entering foster care to remain living in the home of their primary caretaker; parents or relatives. States will be reimbursed for fifty percent (50%) of

the cost of prevention services for up to twelve (12) months. A trauma-informed prevention plan must be created, and services are required to be evidence-based, meaning the efficacy and long-term impact of the services implemented have been assessed using a rigorous evaluation protocol.

State Title IV-E agencies may claim reimbursement for Substance Abuse and Mental Health programs that include parenting skills training, parent education, and individual and family counseling that have been rated and approved by the Title IV-E Prevention Services Clearinghouse and are identified in the state's five-year Title IV-E prevention program plan (section 471(e)(1) of the Social Security Act, codified at 42 USC § 671). The Title IV-E Prevention Services Clearinghouse is administered by the federal Department of Health and Human Services (HHS) Children's Bureau.

States are required to submit a Title IV-E Prevention Plan describing how it will assess children and their parents or kin caregivers to determine eligibility for Title IV-E prevention services and describe the HHS-approved services the state will provide, including:

1. Whether the practices used to provide the services are rated as promising, supported, or well-supported in accordance with the HHS practice criteria as part of the Title IV-E Prevention Services Clearinghouse;
2. How the state plans to implement the services, including how implementation of the services will be continuously monitored to ensure fidelity to the practice model and to determine outcomes achieved and how information learned from the monitoring will be used to refine and improve practices;
3. How the state selected the services;
4. The target population for the services;
5. An assurance that each HHS-approved Title IV-E prevention service provided in the state plan meets the requirements of section 471(e)(4)(B) of the Social Security Act related to trauma-informed service-delivery; and,
6. How providing the services is expected to improve specific outcomes for children and families.

Finally, states must include a well-designed and rigorous evaluation strategy for each service they elect to implement, which may include a cross-site evaluation approved by ACF. The Children's Bureau may waive the evaluation requirement for a Well-Supported Practice if the evidence of the effectiveness of the practice is compelling and the state meets the continuous quality improvement requirements identified in section 471(e)(5)(B)(iii)(II) of the Social Security Act with regard to the practice.

#### **D. SCOPE OF WORK**

1. The contractor must provide an evidence-based service(s) that meets requirements of the FFPSA.
2. The contractor must provide evidence-based practices in accordance with the FFPSA that ensures the family voice and choice of each family.
3. The contractor must recruit and train a qualified workforce that maintains fidelity to an evidence-based service in accordance with the FFPSA.
4. The contractor must ensure all services requested by DHHS are available at all times to meet the needs of the families.
5. The contractor must receive referrals for service from CFS and will serve families which are involved with CFS.
6. The contractor must ensure all staff are trained in trauma-informed care principles and service delivery in accordance with the FFPSA.
7. The contractor must ensure evidence-based programming is provided in a manner consistent with fidelity and outcome measures established by the model service intervention proposed by the contractor in its bid, including individual and group service models. Fidelity and outcome measures can be found on the federal clearinghouse website, located at: <https://preventionservices.abtsites.com/program>.
8. The contractor must work cooperatively with the family, the DHHS Case Manager assigned to the family, and involved professionals in assisting the family with meeting goals designed to:
  - a. Prevent or remedy substance abuse and/or mental health issues that have led to abuse and neglect; and,
  - b. Increase parent/caregiver protective factors related to the identified safety threats or risk factors; and
  - c. Reduce the risk of any child in the home from entering foster care.
9. Contractor shall bill Medicaid or private insurance for services specified in this RFQ. Only if Medicaid or private insurance denies payment shall DHHS be obligated to pay under a contract resulting from this RFQ.
10. Contractor must collect and report Provider Performance Improvement (PPI) data for Model Fidelity Standards, as applicable, in accordance with the requirements of the designated measure. The data must be reported in a manner and format approved by DHHS. The Subrecipient will enter data on DHHS's PPI website.

#### **E. SYSTEM OF CARE FUNDS**

1. Funding may be available to an awarded Contractor for implementation of evidence based programs (EBPs) through the Children's System of Care (SOC) grant with the DHHS Division of Behavioral Health. In order to qualify for SOC grant funds, the Contractor must use the service funds to purchase EBPs to treat youth with

Serious Emotional Disturbance or Diagnosis (SED). SOC grant funds can also be used to train providers in the delivery of EBPs for youth with SED.

2. If a service model is an EBP but not specifically recognized as an EBP for treating youth with SED from one of the clearinghouses listed in section V.B of the RFA, it can not be funded by SOC dollars. However, if the Contractor provides documentation from the service model developer that the service is an EBP for youth with SED, funds can be used for provider training through the SOC grant.

#### **F. FFPSA TRANSITIONAL PAYMENTS AND MODELS**

1. The Administration for Children and Families (ACF) issued Program Instruction ACYF-CB-PI-19-06 ("PI") on July 18, 2019. Per the PI, DHHS may accept and evaluate proposed models that have not yet been listed in the Family First Prevention Services Clearinghouse ("Clearinghouse"). If a bidder proposes a model in its RFQ response that has not yet been listed in the Clearinghouse, it may be required to complete and submit to DHHS a Checklist for Program or Service Designation ("Checklist"), attached hereto as Attachment 7. If a Checklist is required, DHHS will notify the bidder in writing. Upon receiving said notification, the bidder must complete and submit the Checklist to DHHS no later than ninety (90) calendar days before services begin. Upon receiving the Checklist from the bidder, DHHS will submit the Checklist to the Clearinghouse. The Clearinghouse may then allow transitional payments for the proposed model, and DHHS can evaluate the proposed model as part of the bidder's RFQ response.
  1. If the Clearinghouse rates a proposed model with the same or higher designation as the proposed designation, the Clearinghouse rating becomes effective and the Contractor may continue to receive referrals from DHHS.
  2. If the Clearinghouse does not rate a model as meeting the promising, supported, or well-supported criteria, DHHS will make referrals for the proposed model provided only through the end of the Federal fiscal quarter following the Federal fiscal quarter in which the Clearinghouse rating was assigned.
  3. If the Clearinghouse rates a model with a lower designation than the proposed designation, DHHS will only make referrals for the proposed model provided only through the end of the Federal fiscal quarter following the Federal fiscal quarter in which the Clearinghouse rating was assigned.
  4. A Federal Fiscal quarter is October-December, January-March, April-June and July-September. So once the Clearinghouse doesn't rate a program or a program is rated lower, referrals will continue potentially for up to just under six (6) months or just over three (3) months.

#### **G. ADDITIONAL FEDERAL AND STATE REQUIREMENTS**

1. The contractor must abide by all policy requirements of Nebraska Administrative Code; applicable state and federal statutes and regulations; any other applicable codes; applicable program guidance and administrative memos; and applicable written policy directives and interpretations from or as directed by DHHS.
2. Federal Laws include but are not limited to:
  - a. P.L. 114-22 Justice for Victims of Trafficking Act of 2015
  - b. P.L. 113-183 Preventing Sex Trafficking and Strengthening Families Act
  - c. P.L. 112-34 Child and Family Services Improvement and Innovation Act
  - d. P.L. 111-320 CAPTA Reauthorization Act of 2010
  - e. P.L. 110-351 Fostering Connections to Success and Increasing Adoptions Act of 2008
  - f. P.L. 109-248 Adam Walsh Child Protection and Safety Act of 2006
  - g. P.L. 105-89 Adoption and Safe Families Act of 1997
  - h. P.L. 104-188 Interethnic Provisions of 1996
  - i. P.L. 103-382 Multiethnic Placement Act of 1994
  - j. P.L. 95-608 Indian Child Welfare Act (ICWA) of 1978
  - k. The contractor must comply with the Interstate Compact on the Placement of Children (ICPC) process and policy regarding visiting state wards placed in other states.
  - l. Interstate Compact on Adoption and Medical Assistance (ICAMA)
  - m. 42 USC 601-687 Title IV of the Social Security Act
  - n. P.L. 106-169 Federal Independent Living Requirements (John H. Chafee Foster Care Independence Act)
  - o. 42 U.S.C. 12101 et seq. The Americans with Disabilities Act (ADA)
  - p. 45 CFR 80.3 Federal Prohibition Against National Origin Discrimination including Limited English Proficiency (LEP)
  - q. P.L. 103-277, Pro-Children Act of 1994
  - r. Div E of Bipartisan Budget Act of 2018, HR 1892, Families First Prevention Services Act
3. State Laws include but are not limited to:
  - a. Nebraska Juvenile Code §§ 43-245 through 43-2,129
  - b. Neb. Rev. Stat. § 43-4204 - the Subrecipient must not directly provide more than thirty-five percent (35%) of direct services required under this subaward
  - c. Nebraska Indian Child Welfare Act, Neb. Rev. Stat. § 43-1502 through 43-1517
  - d. Foster Care Review Act, Neb. Rev. Stat. § 43-1301 et seq.
  - e. Court Appointed Special Advocate Act, Neb. Rev. Stat. § 43-3701 through 43-3720
  - f. Neb. Rev. Stat. § 43-4410.

## II. PROCUREMENT PROCEDURE

### A. GENERAL INFORMATION

The RFQ is designed to solicit proposals from qualified vendors who will be responsible for providing FFPSA services for DHHS at a competitive and reasonable cost. Proposals that do not conform to the mandatory items as indicated in the RFQ will not be considered.

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

In addition to the provisions of this RFQ, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the Contract.

### B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this RFQ reside with DHHS Procurement. The point of contact (POC) for the procurement is as follows:

Name: Keith Roland  
Agency: DHHS Central Procurement Services  
Address: 301 Centennial Mall South  
Lincoln, NE 68508  
Telephone: 402-471-0727  
E-Mail: dhhs.rfpquestions@nebraska.gov

From the date the RFQ 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 RFQ. The POC will issue any clarifications or opinions regarding this RFQ in writing. Only the buyer can modify the RFQ, 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 RFQ.

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 RFQ 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. QUALIFICATION REQUIREMENTS - STATE, LOCAL GOVERNMENT, INDIAN TRIBE, INSTITUTION OF HIGHER EDUCATION, OR NONPROFIT ORGANIZATION

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. If the bidder is a Non-Federal Entity, defined as a state, local government, Indian tribe, institution of higher education, or nonprofit organization, the bidder should provide the following information in response to this RFQ:

1. Attachment 1 - Request for Qualification for Contractual Services Form
2. Attachment 2 – Non-Federal Entity Application
3. Attachment 3 – Non-Federal Entity Terms & Conditions
4. Attachment 6 – Rate Sheet for each proposed model
5. Attachment 8 – Contractor Proposal Point of Contact
6. Proof of insurance per Attachment 3, Section IV.G
7. Complete a [Vendor Application](#), if not already a registered vendor with the State of Nebraska

### D. QUALIFICATION REQUIREMENTS – FOR-PROFIT ENTITY

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. If the bidder is a for-profit entity, the bidder should provide the following information in response to this RFQ:

1. Attachment 1 - Request for Qualification for Contractual Services Form
2. Attachment 4 – For-Profit Entity Application
3. Attachment 5 – For-Profit Entity Terms & Conditions
4. Attachment 6 – Rate Sheet for each proposed model
5. Attachment 8 – Contractor Proposal Point of Contact
6. Proof of insurance per Attachment 5, Section II.G
7. Complete a [Vendor Application](#), if not already a registered vendor with the State of Nebraska

**E. 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 RFQ	April 6, 2020
2.	Last day to submit written questions	April 15, 2020
3.	State responds to written questions through RFQ “Addendum” and/or “Amendment” to be posted to the Internet at: <a href="http://das.nebraska.gov/materiel/purchase_bureau/vendor/agency-rfp.html">http://das.nebraska.gov/materiel/purchase_bureau/vendor/agency-rfp.html</a>	April 29, 2020
4.	Initial Electronic Proposal opening	May 12, 2020 2:00 PM Central Time
6.	Evaluation period	Continuous
7.	Post “Intent to Award” to Internet at: <a href="http://das.nebraska.gov/materiel/purchase_bureau/vendor/agency-rfp.html">http://das.nebraska.gov/materiel/purchase_bureau/vendor/agency-rfp.html</a>	Continuous
8.	Contract finalization period	Continuous
9.	Contract award	Continuous
10.	Initial Contractor Pool start date	July 1, 2020
11.	Additional Contractor start date	Continuous

**F. WRITTEN QUESTIONS AND ANSWERS**

Questions regarding the meaning or interpretation of any RFQ provision must be submitted in writing to the State Purchasing Bureau and clearly marked “RFQ Number 104844-Z6; FFPSA Services Questions”. The POC is not obligated to respond to questions that are received late per the Schedule of Events.

It is preferred that questions be sent via e-mail to [dhhs.rfpquestions@nebraska.gov](mailto:dhhs.rfpquestions@nebraska.gov), but may be delivered by hand or by U.S. Mail. It is recommended that Bidders submit questions using the following format.

RFQ Reference	Section	RFQ Number	Page	Question

Written answers will be posted at [http://das.nebraska.gov/materiel/purchase\\_bureau/vendor/agency-rfp.html](http://das.nebraska.gov/materiel/purchase_bureau/vendor/agency-rfp.html) per the Schedule of Events.

**G. PRICES**

Contractor represents and warrants that all prices set forth in the contract and all prices in addition, which the Contractor may charge under the terms of the contract, do not and will not violate any existing federal, state, or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation.

The State reserves the right to add additional related services to the contract, if required, at any time during the contract to accommodate business needs.

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.

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

All Contractors 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.

**I. 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.

**J. DEVIATIONS FROM THE REQUEST FOR QUALIFICATIONS**

The requirements contained in the RFQ become a part of the terms and conditions of the contract resulting from this RFQ. Any deviations from the RFQ 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 RFQ, requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this RFQ, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFQ. The State discourages deviations and reserves the right to reject proposed deviations.

**K. SUBMISSION OF PROPOSALS**

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

To facilitate the proposal evaluation process, one (1) electronic copy of the entire proposal should be submitted to [dhhs.rfpquestions@nebraska.gov](mailto:dhhs.rfpquestions@nebraska.gov) or one (1) copy of the original proposal should be submitted to DHHS Central Procurement Services, 301 Centennial Mall S., Lincoln, NE 68509. Proposals will be accepted throughout the life of the Contract. A separate sheet must be provided that clearly states which sections have been submitted as proprietary or have copyrighted materials. All proprietary information the bidder wishes the State to withhold must be submitted in accordance with the instructions outlined above. Proposals must reference the RFQ number and be sent to the specified address. Container(s) utilized for original documents should be clearly marked "ORIGINAL DOCUMENTS". Please note that if the proposal is mailed, the address label should appear as specified above on the face of each container or bidder's bid response packet. If a recipient phone number is required for delivery purposes, 402-471-0727 should be used. The RFQ number must be included in all correspondence.

Hand delivered responses or responses delivered by FedEx or UPS should be delivered to:

ATTN: Keith Roland  
DHHS - 3rd Floor Reception Desk  
301 Centennial Mall South  
Lincoln, NE 68509

Emphasis should be concentrated on conformance to the RFQ instructions, responsiveness to requirements, completeness and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming, it is likely that the proposal will be rejected.

**L. BID PREPARATION COSTS**

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

#### M. FAILURE TO COMPLY WITH REQUEST FOR QUALIFICATION

Violation of the terms and conditions contained in this RFQ 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.

#### N. 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 RFQ may result in the rejection of this proposal and further administrative actions.

#### O. EVALUATION OF PROPOSALS

All proposals that are responsive to the RFQ will be evaluated to verify if the bidder will be accepted into the Contractor pool. The State will conduct a fair, impartial, and comprehensive evaluation of all proposals in accordance with the criteria set forth herein. Acceptance into the Contractor pool will be based on the following criteria:

1. Bidder's proposal meets the minimum requirements specified in Attachment 2 – Non-Federal Entity Application or Attachment 4 – For-Profit Entity Application, as applicable.
2. Bidder's proposal is for a county or counties that DHHS is currently accepting proposals. At the time of release of this RFQ, DHHS is accepting proposals for all counties in Nebraska. DHHS will post an Addendum to the RFQ bid page at [http://das.nebraska.gov/materiel/purchase\\_bureau/vendor/agency-rfp.html](http://das.nebraska.gov/materiel/purchase_bureau/vendor/agency-rfp.html) when it is no longer accepting proposals for a particular county. Bidder's should monitor the RFQ bid page prior to submitting a proposal.
3. Bidder's proposed rate. See Attachment 6 – Rate Sheet for more information regarding acceptance or rejection of a proposed rate.

**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 RFQ 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.

**P. 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 RFQ, 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.

**Q. ESTABLISHMENT OF CONTRACTOR POOL**

The State reserves the right to evaluate proposals and establish a Contractor pool 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 RFQ process, the State of Nebraska may take one (1) or more of the following actions:

1. Amend the RFQ;
2. Extend the time of or establish a new proposal opening time;
3. Waive deviations or errors in the State's RFQ process and in bidder proposals that are not material, and do not compromise the RFQ process or a bidder's proposal;
4. Accept or reject a one or more vendors;
5. Accept or reject all vendors in the pool;
6. Withdraw the RFQ;
7. Elect to rebid the RFQ;

The RFQ does not commit the State to award a contract to perform any services but only serves notice as a desire to be considered for requests for quotes. Once a Contractor pool has been determined, it will be posted to the Internet at:

[http://das.nebraska.gov/materiel/purchase\\_bureau/vendor/agency-rfp.html](http://das.nebraska.gov/materiel/purchase_bureau/vendor/agency-rfp.html)

Throughout the term of the RFQ, the Contractor shall be responsible for notifying the State of changes to their contact information, as well as sending the State written notification requesting they no longer be included in the Contractor Pool. The State shall not be held responsible for a Contractor not receiving communications due to a Contractor neglecting to notify the State with updated contact information.

Grievance and protest procedure is available on the Internet at:

<http://dhhs.ne.gov/Documents/DHHS%20Grievance%20Protest%20Procedures%20for%20Vendors%2020180320.pdf#search=protest>

Any protests of the rejection of a bidder's proposal to join the Contractor pool must be filed by a bidder within ten (10) business days after the intent to award decision is posted to the Internet.

### III. BUSINESS ASSOCIATES PROVISIONS

#### A. BUSINESS ASSOCIATE

“Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR § 160.103, and in reference to the party in this Contract, shall mean Contractor.

#### B. COVERED ENTITY

“Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR § 160.103, and in reference to the party to this Contract, shall mean DHHS.

#### C. HIPAA RULES

“HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.

#### D. OTHER TERMS

The following terms shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.

#### E. THE CONTRACTOR shall do the following:

1. Not use or disclose Protected Health Information other than as permitted or required by this Contract or as required by law. Contractor may use Protected Health Information for the purposes of managing its internal business processes relating to its functions and performance under this Contract. Use or disclosure must be consistent with DHHS’ minimum necessary policies and procedures.
2. Implement and maintain appropriate administrative, physical, and technical safeguards to prevent access to and the unauthorized use and disclosure of Protected Health Information. Comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent use or disclosure of Protected Health Information other than as provided for in this Contract and assess potential risks and vulnerabilities to the individual health data in its care and custody and develop, implement, and maintain reasonable security measures.
3. To the extent Contractor is to carry out one or more of the DHHS’ obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to DHHS in the performance of such obligations. Contractor may not use or disclose Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by DHHS.
4. In accordance with 45 CFR §§ 164.502(E)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agents and subcontractors that create, receive, maintain, or transmit Protected Health Information received from DHHS, or created by or received from the Contractor on behalf of DHHS, agree in writing to the same restrictions, conditions, and requirements relating to the confidentiality, care, custody, and minimum use of Protected Health Information that apply to the Contractor with respect to such information.
5. Obtain reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware that the confidentiality of the information has been breached.
6. Within fifteen (15) days:
  - a. Make available Protected Health Information to DHHS as necessary to satisfy DHHS’ obligations under 45 CFR § 164.524;
  - b. Make any amendment(s) to Protected Health Information as directed or agreed to by DHHS pursuant to 45 CFR § 164.526, or take other measures as necessary to satisfy DHHS’ obligations under 45 CFR § 164.526;
  - c. Maintain and make available the information required to provide an accounting of disclosures to DHHS as necessary to satisfy DHHS’ obligations under 45 CFR § 164.528.
7. Make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Contractor on behalf of the DHHS available to the Secretary for purposes of determining compliance with the HIPAA rules. Contractor shall provide DHHS with copies of the information it has made available to the Secretary.
8. Report to DHHS within fifteen (15) days, any unauthorized use or disclosure of Protected Health Information made in violation of this Contract, or the HIPAA rules, including any security incident that may put electronic Protected Health Information at risk. Contractor shall, as instructed by DHHS, take immediate steps to mitigate any harmful effect of such unauthorized disclosure of Protected Health Information pursuant to the conditions of this Contract through the preparation and completion of a written Corrective Action Plan subject to the review and approval by DHHS. The Contractor shall report any breach to the individuals affected and to the Secretary as required by the HIPAA rules.

## **F. TERMINATION**

1. DHHS may immediately terminate this Contract and any and all associated contracts if DHHS determines that the Contractor has violated a material term of this Contract.
2. Within thirty (30) days of expiration or termination of this Contract, or as agreed, unless Contractor requests and DHHS authorizes a longer period of time, Contractor shall return or at the written direction of DHHS destroy all Protected Health Information received from DHHS (or created or received by Contractor on behalf of DHHS) that Contractor still maintains in any form and retain no copies of such Protected Health Information. Contractor shall provide a written certification to DHHS that all such Protected Health Information has been returned or destroyed (if so instructed), whichever is deemed appropriate. If such return or destruction is determined by the DHHS be infeasible, Contractor shall use such Protected Health Information only for purposes that makes such return or destruction infeasible and the provisions of this Contract shall survive with respect to such Protected Health Information.
3. The obligations of the Contractor under the Termination Section shall survive the termination of this Contract.

## **LIST OF ATTACHMENTS**

1. Request for Qualification for Contractual Services Form
2. Non-Federal Entity Application
3. Non-Federal Entity Terms & Conditions
4. For-Profit Entity Application
5. For-Profit Entity Terms & Conditions
6. For-Profit Entity Rate Sheet
7. Transitional Payment Checklist
8. Contractor Proposal Point of Contact

## GLOSSARY OF TERMS

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

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

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

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

**Amendment:** A written correction or alteration to a document.

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

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

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

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

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

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

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

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

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

**Change Order:** Document that provides amendments to an executed purchase order or contract.

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

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

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

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

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

**Contract Award:** Occurs upon execution of the State document titled "Service Contract Award" by the proper authority.

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

**Contract Period:** The duration of the contract.

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

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

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

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

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

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

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

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

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

**Interested Party:** A person, acting in their personal capacity, or an entity entering into a contract or other agreement creating a legal interest therein.

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

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

**May:** Discretionary, permitted; used to express possibility.

**Must:** See Mandatory/ Must and Shall/Will/Must.

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

**Non-Federal Entity:** State, Local Government, Indian Tribe, Institution of Higher Education, or Nonprofit Organization.

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

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

**Point of Contact (POC):** The person designated to receive communications and to communicate.

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

**Proposal:** See Bid/Proposal.

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

**Protest/Grievance:** A complaint about a governmental action or decision related to a RFQ or resultant contract, brought by a vendor who has timely submitted a bid response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

**Public Proposal Opening:** The process of opening correctly submitted offers at the time and place specified in the written

solicitation and in the presence of anyone who wished to attend.

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

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

**Request for Qualification (RFQ):** A written solicitation utilized for obtaining qualification offers.

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

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

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

**Should:** Expected; suggested, but not necessarily mandatory.

**Statutory:** These clauses are controlled by state law and are not subject to negotiation.

**Subcontractor:** Individual or entity with whom the contractor enters a contract to perform a portion of the work awarded to the contractor.

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

**Third Party:** Any person or entity, including but not limited to fiduciaries, shareholders, owners, officers, managers, employees, legally disinterested persons, and sub-contractors or agents, and their employees. It shall not include any entity or person who is an interested Party to the contract or agreement.

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

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

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

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

**Will:** See Shall/Will/Must.

**Work Day:** See Business Day.