

**State of Nebraska**  
**REQUEST FOR PROPOSAL FOR**  
**CONTRACTUAL SERVICES FORM**

RETURN TO:  
 Department of Health and Human  
 Services  
 301 Centennial Mall South, 3  
 P.O. Box 95026  
 Lincoln, NE 68509  
 Phone: (402) (471-1731)  
 Fax: (402) (471-9034)

SOLICITATION NUMBER	RELEASE DATE
<b>RFP 3312-Z1</b>	<b>5-14-2010</b>
OPENING DATE AND TIME	PROCUREMENT CONTACT
<b>6-10-2010 2:00 p.m. Central Time</b>	<b>Julie Hippen</b>

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

**PLEASE READ CAREFULLY!**

**SCOPE OF SERVICE**

The State of Nebraska, Department of Health and Human Services, is issuing this Request for Proposal, RFP Number 3312-Z1 for the purpose of selecting a qualified contractor to provide Family Violence Prevention, Shelter, and Related Services.

Written questions are due no later than May 21<sup>st</sup>, 2010, and should be submitted via e-mail to [julie.hippen@nebraska.gov](mailto:julie.hippen@nebraska.gov).  
 Written questions may also be sent by facsimile to (402) 471-9034.

Bidder should submit one (1) original and six (6) copies of the entire proposal. In the event of any inconsistencies among the proposals, the language contained in the original proposal shall govern. Proposals must be submitted by the proposal due date and time.

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

1. Sealed proposals must be received in Department of Health and Human Services by the date and time of proposal opening indicated above. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.
2. This form "REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" MUST be manually signed, in ink, and returned by the proposal opening date and time along with bidder's proposal and any other requirements as specified in the Request for Proposal in order to be considered for an award.
3. It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows: <http://www.dhhs.ne.gov/index.htm> and <http://www.das.state.ne.us/materiel/purchasing/>
4. It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3, and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the contractor's bid or in the final contract.

**BIDDER MUST COMPLETE THE FOLLOWING**

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

FIRM: \_\_\_\_\_  
 COMPLETE ADDRESS: \_\_\_\_\_  
 TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_  
 SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
 TYPED NAME & TITLE OF SIGNER: \_\_\_\_\_

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## GLOSSARY OF TERMS

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

**Addendum:** Something added or deleted.

**Advocacy:** Active assistance to prepare victims of family violence for services or the court process, accompany victims of family violence to other services or to court, and/or speaking up in their behalf, when requested and in partnership with the victims. Advocacy also includes work with other systems on behalf of all victims to improve the response to victims.

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

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

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

**Amendment:** Written correction or alteration.

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

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

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

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

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

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

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

**Business Day:** Any weekday, excepting public holidays.

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

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

**Community Education:** Presentations of information or trainings about family violence and/or services related to victims of family violence and their children, such as training for schools, civic groups, churches, and health professionals. Includes all presentations for a mixed-age audience. Presentations that are specifically targeted for audiences of children or youth, such as school-based prevention programs are also community education.

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

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

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

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

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

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

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

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

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

**Crisis Counseling and Safety Planning:** In-person crisis intervention, emotional support, and guidance and counseling provided by advocates, counselors, or peers.

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

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

**Department:** The Department of Health and Human Services.

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

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

**Emergency Financial Assistance:** purchasing gas, food, or clothing vouchers to be available for victims of family violence.

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

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

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

**Family Violence** – Any act or threatened act of violence, including any forceful detention of an individual, which (i) results or threatens to result in physical injury, and (ii) is committed by a person against another individual (including an elderly person) to whom such person is or was related by blood or marriage or otherwise legally related or with whom such person is or was lawfully residing.

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

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

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

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

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

**May:** Denotes discretion.

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

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

**Must:** Denotes the imperative, required, compulsory or obligatory

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

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

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

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

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

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

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

**Prevention programs (school-based):** Programs for children and youth that increase knowledge of the destructive dynamics and societal costs of family violence, increase awareness of available and needed resources, and identify ways children and youth can help to eliminate family violence. Programs may also have an intervention component.

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

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

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

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

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

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

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

**Public Awareness Forums:** All family violence-focused information forums where family violence information is distributed and an exact count of audience can not be obtained, such as: press conferences; booths at health fairs; etc.

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

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

**Related Assistance** – The provision of direct assistance to victims of family violence, helping such victims to gain access to civil and criminal courts and other community services, facilitating the efforts of such victims to make decisions concerning their lives in the interest of safety, and assisting such victims in healing from the effects of the violence, includes prevention services such as outreach; employment training; preventative health services, public awareness campaigns, counseling, transportation, legal advocacy, etc.

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

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

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

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

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

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

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

**Shelter** – The provision of temporary refuge and related assistance in compliance with applicable State law and regulation governing the provision, on a regular basis, of shelter, safe homes, meals, and related assistance to victims of family violence and their dependents.

**Should:** Indicates an expectation.

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

**Solicitation Document:** Request for Proposal.

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

**Supportive Counseling:** A short-term (usually less than 6 months), solution-focused brief intervention that addresses specific, individualized treatment goals around family violence related issues. Supportive counseling services are provided in a safe and confidential environment and intended to empower, validate and educate victims of family violence.

**Support Groups:** Interactive group sessions led by trained staff or volunteers covering educational material of issues brought up by the group. Support groups may be gender, population and/or age specific. Support groups may be open-ended or closed, time specific or on-going. These groups are peer educational not therapy unless the agency has qualified staff.

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

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

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

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

**Underserved Population:** Include, but not limited to, persons isolated due to geographic location, racial and ethnic populations, persons with special needs such as language barriers, mental health or substance abuse disorders, disabilities, immigration status, or age.

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

**Vendor:** An actual or potential contractor; a contractor

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

**I. SCOPE OF THE REQUEST FOR PROPOSAL**

The State of Nebraska, Department of Health and Human Services, is issuing this Request for Proposal, RFP Number 3312-Z1 for the purpose of selecting a qualified contractor to provide Family Violence Prevention, Shelter, and Related Services.

A contract resulting from this Request for Proposal will be issued for a period of one (1) year effective from date of award, with the option to renew for two (2) additional years as mutually agreed upon by all parties.

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

**A. SCHEDULE OF EVENTS**

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

	<b>ACTIVITY</b>	<b>DATE/TIME</b>
1.	Release Request for Proposal	May 14 <sup>th</sup> , 2010
2.	Last day to submit written questions	May 21 <sup>st</sup> , 2010
3.	State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: <a href="http://www.dhhs.ne.gov/index.htm">http://www.dhhs.ne.gov/index.htm</a> and/or <a href="http://www.das.state.ne.us/materiel/purchasing/rfp.htm">http://www.das.state.ne.us/materiel/purchasing/rfp.htm</a>	May 28 <sup>th</sup> , 2010
4.	Proposal opening Location: Department of Health and Human Services Division of Children and Family Services 301 Centennial Mall, South Lincoln, NE 68509	June 10 <sup>th</sup> , 2010 9:00 AM Central Time
5.	Review for conformance of mandatory requirements	June 10 <sup>th</sup> , 2010
6.	Evaluation period	June 11 <sup>th</sup> , 2010 to June 17 <sup>th</sup> , 2010
7.	Post "Letter of Intent to Contract" to Internet at: <a href="http://www.dhhs.ne.gov/index.htm">http://www.dhhs.ne.gov/index.htm</a> and/or <a href="http://www.das.state.ne.us/materiel/purchasing/rfp.htm">http://www.das.state.ne.us/materiel/purchasing/rfp.htm</a>	June 22 <sup>nd</sup> , 2010
8.	Contract award	June 28 <sup>th</sup> , 2010
9.	Contractor start date	July 1 <sup>st</sup> , 2010

## II. PROCUREMENT PROCEDURES

### A. PROCURING OFFICE AND CONTACT PERSON

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

Name: Julie Hippen  
Agency: Department of Health and Human Services  
Address: 301 Centennial Mall South, 3  
Lincoln, NE 68509

OR

Address: P.O. Box 95026  
Lincoln, NE 68509  
Telephone: (402) 471-1731  
Facsimile: (402) 471-9034  
E-Mail: [Julie.hippen@nebraska.gov](mailto:Julie.hippen@nebraska.gov)

### B. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from qualified vendors who will be responsible for providing family violence prevention, shelter, and related services at a competitive and reasonable cost. Proposals that do not conform to the mandatory items as indicated in the Request for Proposal will not be considered.

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

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

### C. COMMUNICATION WITH STATE STAFF

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

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

The following exceptions to these restrictions are permitted:

1. written communication with the person(s) designated as the point(s) of contact for this Request for Proposal or procurement;
2. contacts made pursuant to any pre-existing contracts or obligations; and

3. state-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract.

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

**D. WRITTEN QUESTIONS AND ANSWERS**

Any explanation desired by a bidder regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to the Department of Health and Human Services and clearly marked "RFP Number 3312-Z1; Family Violence Prevention and Services Questions". It is preferred that questions be sent via e-mail to [julie.hippen@nebraska.gov](mailto:julie.hippen@nebraska.gov). Questions may also be sent by facsimile to (402) 471-9034, but must include a cover sheet clearly indicating that the transmission is to the attention of Julie Hippen, showing the total number of pages transmitted, and clearly marked "RFP Number 3312- Z1; Family Violence Prevention and Services Questions".

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

**E. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS**

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

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

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

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

**F. SUBMISSION OF PROPOSALS**

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

To facilitate the proposal evaluation process, one (1) original, clearly identified as such, and six (6) copies of the entire proposal should be submitted. The copy marked "original" shall take precedence over any other copies, should there be a discrepancy. Proposals must be submitted by the proposal due date and time. A separate sheet must be provided that clearly states which sections have been submitted as proprietary or have copyrighted materials. All proprietary information the bidder wishes the State to withhold must be submitted in accordance with the instructions outlined in Section III, Proprietary Information. Proposal responses should include the completed Form A, Bidder Contact Sheet. Proposals must reference the request for proposal number and be sent to the specified address. Container(s) utilized for original documents should be clearly marked "ORIGINAL DOCUMENTS". Please note that the address label should appear in Section II part A as specified on the face of each container or bidder's bid response packet. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. If a recipient phone number is required for delivery purposes, (402) 471-1731 should be used. The request for proposal number must be included in all correspondence.

Emphasis should be concentrated on conformance to the Request for Proposal instructions, responsiveness to requirements, completeness and clarity of content. If the bidder's proposal

is presented in such a fashion that makes evaluation difficult or overly time consuming, it is likely that points will be lost in the evaluation process. Elaborate and lengthy proposals are neither necessary nor desired.

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

**G. PROPOSAL OPENING**

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

**H. LATE PROPOSALS**

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

**I. REJECTION OF PROPOSALS**

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

**J. EVALUATION OF PROPOSALS**

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

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

Evaluation criteria will become public information at the time of the Request for Proposal opening. Evaluation criteria and a list of respondents will be posted to the Internet at:

<http://www.dhhs.ne.gov/index.htm> and <http://www.das.state.ne.us/materiel/purchasing/rfp.htm>.  
Evaluation criteria will not be released prior to the proposal opening.

**K. EVALUATION COMMITTEE**

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

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

**L. MANDATORY REQUIREMENTS**

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

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

**M. REFERENCE CHECKS**

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

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

**N. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS**

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

**O. VIOLATION OF TERMS AND CONDITIONS**

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

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

### III. TERMS AND CONDITIONS

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

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

#### A. GENERAL

Accept  
& Initial

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

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

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

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

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

**B. AWARD**

Accept  
& Initial

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

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

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

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

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

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

Accept  
& Initial

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

**D. PERMITS, REGULATIONS, LAWS**

Accept  
& Initial

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

**E. OWNERSHIP OF INFORMATION AND DATA**

Accept  
& Initial

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

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

and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay or retirement benefits.

**I. CONTRACTOR RESPONSIBILITY**

Accept  
& Initial

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

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

**J. CONTRACTOR PERSONNEL**

Accept  
& Initial

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

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

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

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

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

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

**K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION**

Accept  
& Initial

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

**L. CONFLICT OF INTEREST**

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

Accept  
& Initial

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

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

**M. PROPOSAL PREPARATION COSTS**

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

Accept  
& Initial

**N. ERRORS AND OMISSIONS**

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

Accept  
& Initial

**O. BEGINNING OF WORK**

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.

Accept  
& Initial

**P. ASSIGNMENT BY THE STATE**

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

Accept  
& Initial

**Q. ASSIGNMENT BY THE CONTRACTOR**

The contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

Accept  
& Initial

**R. DEVIATIONS FROM THE REQUEST FOR PROPOSAL**

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

Accept  
& Initial

**S. GOVERNING LAW**

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or

Accept  
& Initial

judicial forums as defined by State law. The contractor must be in compliance with all Nebraska statutory and regulatory law.

**T. ATTORNEY'S FEES**

Accept  
& Initial

In the event of any litigation, appeal or other legal action to enforce any provision of the contract, the contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

**U. ADVERTISING**

Accept  
& Initial

The contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

**V. STATE PROPERTY**

Accept  
& Initial

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

**W. SITE RULES AND REGULATIONS**

Accept  
& Initial

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

**X. NOTIFICATION**

Accept  
& Initial

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

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

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

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

**Y. EARLY TERMINATION**

The contract may be terminated as follows:

Accept  
& Initial

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

**Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS**

Accept  
& Initial

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

completed as of the termination date. In no event shall the contractor be paid for a loss of anticipated profit.

**AA. BREACH BY CONTRACTOR**

Accept  
& Initial

The State may terminate the contract, in whole or in part, if the contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the contractor, allow the contractor to cure a failure or breach of contract within a period of thirty (30) days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the contractor time to cure a failure or breach of contract does not waive the State's right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the contractor, the State may contract the service from other sources and hold the contractor responsible for any excess cost occasioned thereby.

**BB. ASSURANCES BEFORE BREACH**

Accept  
& Initial

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal/resulting contract, upon written notice from the State, the contractor shall deliver assurances in the form of additional contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

**CC. RETAINAGE**

Accept  
& Initial

The State may withhold ten percent (10%) of each payment due as retainage. 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 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.

**DD. FORCE MAJEURE**

Accept  
& Initial

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

**EE. PROHIBITION AGAINST ADVANCE PAYMENT**

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

**FF. PAYMENT**

Accept  
& Initial

State will render payment to contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the contractor as solely

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

**GG. INVOICES**

Accept  
& Initial

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

**HH. AUDIT REQUIREMENTS**

Accept  
& Initial

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

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

**II. TAXES**

Accept  
& Initial

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

**JJ. INSPECTION AND APPROVAL**

Accept  
& Initial

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

**KK. CHANGES IN SCOPE/CHANGE ORDERS**

Accept  
& Initial

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

The State may, at any time work is in progress, by written order, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the

quantity of work, or make such other changes as the State may find necessary or desirable. The contractor shall not claim forfeiture of contract by reasons of such changes by the State. Changes in work and the amount of compensation to be paid to the contractor for any extra work so ordered shall be determined in accordance with the applicable unit prices of the contractor's proposal.

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

**LL. SEVERABILITY**

Accept  
& Initial

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

**MM. CONFIDENTIALITY**

Accept  
& Initial

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

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

**NN. PROPRIETARY INFORMATION**

Accept  
& Initial

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

information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

**OO. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING**

Accept  
& Initial

By submission of this proposal, the bidder certifies, that he or she is the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

**PP. PRICES**

Accept  
& Initial

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

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

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

**QQ. BEST AND FINAL OFFER**

Accept  
& Initial

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

**RR. ETHICS IN PUBLIC CONTRACTING**

Accept  
& Initial

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

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

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

**SS. INDEMNIFICATION**

Accept  
& Initial

**1. GENERAL**

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

**2. INTELLECTUAL PROPERTY**

The contractor agrees it will at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the contractor or its employees, subcontractors, consultants, representatives, and agents; provided, however, the State gives the contractor prompt notice in writing of the claim. The contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the contractor has indemnified the State, the contractor shall at the contractor's sole cost and expense promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated

as a breach of warranty by the contractor, and the State may receive the remedies provided under this RFP.

**3. PERSONNEL**

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

**TT. NEBRASKA TECHNOLOGY ACCESS STANDARDS**

Accept  
& Initial

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

**UU. ANTITRUST**

Accept  
& Initial

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

**VV. DISASTER RECOVERY/BACK UP PLAN**

Accept  
& Initial

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

**WW. TIME IS OF THE ESSENCE**

Accept  
& Initial

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

**XX. RECYCLING**

Accept  
& Initial

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

**YY. DRUG POLICY**

Accept  
& Initial

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

**ZZ. NEW EMPLOYEE WORK ELIGIBILITY STATUS**

Accept  
& Initial

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

or other federal agency authorized to verify the work eligibility status of a newly hired employee.

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at [www.das.state.ne.us](http://www.das.state.ne.us).
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

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

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

##### **A. PROJECT OVERVIEW**

The State of Nebraska, Department of Health and Human Services, Division of Children and Family Services seeks proposals for a contract agreement to provide family violence prevention, shelter, and related services. Services must be widely accessible and must not discriminate on the basis of age, handicap, sex, race, color, national origin or religion.

##### **B. PROJECT ENVIRONMENT**

The Division of Children and Family Services (CFS) consists of one Policy Section and five service areas. The Policy Section includes the Child Welfare Unit (CWU), the Office of Juvenile Services (OJS), Adult Protective Services (APS), the Economic Assistance and Child Support Enforcement Unit (EA/CSEU) and the Comprehensive Quality Improvement/Operations area (CQI/OU). The Policy Section coordinates the administrative supports to facilitate efficient operation of its programs, policies, and service offering.

The Division of Children and Family Services administers the formula grant awarded to Nebraska by the Administration for Children and Families for the Family Violence and Prevention Services Act. In addition, CFS administers state general funds appropriated for protection from domestic abuse. Funds are to be distributed to local public agencies and nonprofit organizations for programs and projects to prevent incidents of family violence and to provide immediate shelter and related assistance for victims of family violence and their dependents in order to prevent future violent incidents.

In distributing the funds, the Department will give special emphasis to the support of community-based projects of demonstrated effectiveness carried out by non-profit, private organizations, particularly for those projects where the primary purpose is to operate shelters for victims of family violence and their dependents and those which provide counseling, advocacy, and self-help services to victims and their children.

CFS has involved the Nebraska Domestic Violence Sexual Assault Coalition to assure an equitable distribution of funds within Nebraska and between urban and rural areas.

##### **C. PROJECT REQUIREMENTS**

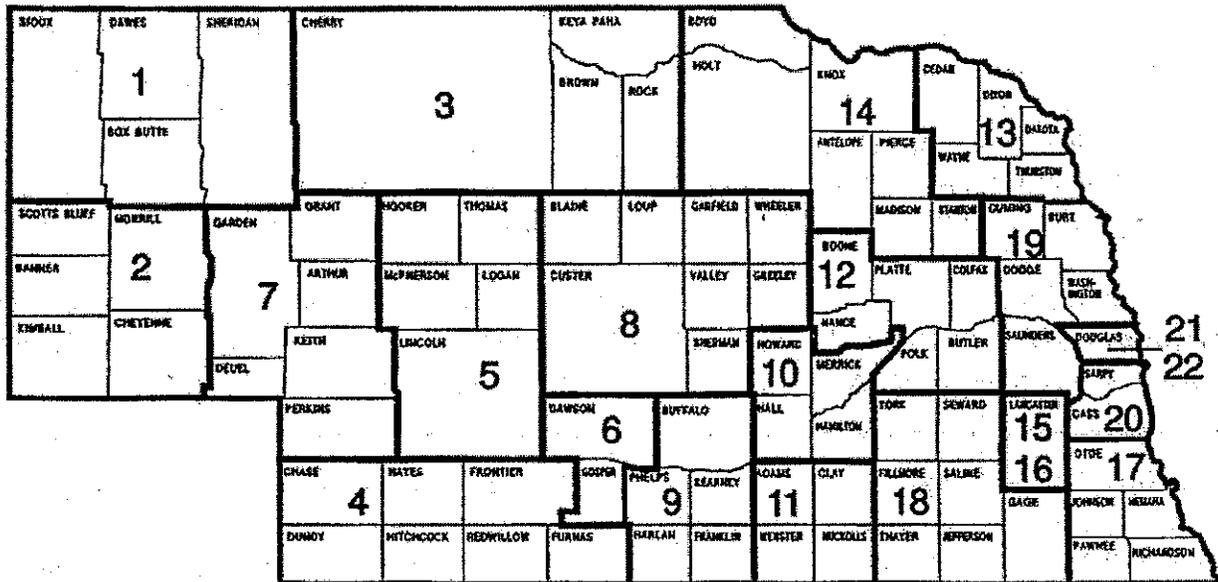
CFS is seeking multiple contractors to provide family violence prevention, shelter, and related services in Nebraska. CFS will entertain bids from contractors to provide programming in a single service area, multiple service areas, and/or portions of a service area divided into counties. The Contractor will provide programs and projects to prevent family violence, to lessen and reduce the trauma of domestic abuse, and to provide immediate shelter and related assistance for victims of family violence and their dependents.

Available funds for July 1st, 2010 to June 30, 2011

Federal Family Violence and Prevention Services: \$925,601

State of Nebraska general funds: \$1,227,300

For purposes of the family violence prevention, shelter, and related services program, the State of Nebraska is divided into 22 service areas. See **Appendix A** for amounts of funds allocated by service area.



**D. BUSINESS REQUIREMENTS**

1. Each contractor is expected to be the primary agent responsible for managing services in the area awarded. If the contractor intends to subcontract with other agencies or entities, all such subcontractors must be identified in the proposal. After the contract is signed any subcontracting may be done only with the written consent of the Division of Children and Family Services. The Department will evaluate the qualifications of all subcontractors to perform the duties of the project, including their knowledge of and expertise in the field of family violence services and family violence prevention. Failure to properly notify the Division of subcontracting will be grounds for immediate termination of the contract.

The contractor must maintain complete and accurate records regarding the expenditures of funds, and must keep a separate accounting of funds received through the contract.

2. **COST PRINCIPLES AND AUDIT REQUIREMENTS.** The Contractor shall follow the applicable cost principles set forth in OMB Circular A-87 for State, Local and Indian Tribe Governments or A-122 for Non-Profit Organizations. Audit requirements are dependent on the total amount of federal funds received by the Contractor, set in the table below and **Attachment 1**, Audit Requirement Certification. Audits must be prepared and issued by an independent certified public accountant licensed to practice. A copy of the annual financial review or audit is to be made electronically available or sent to: Nebraska Department of Health and Human Services, Financial Services, P.O. Box 95026, Lincoln, NE 68509-5026.

Amount of annual federal payments	Audit Type
Less than \$500,000	Audit that meets Government Auditing Standards
500,000 or more in federal payments	A-133 audit

**3. FEDERAL FINANCIAL ASSISTANCE.** The Contractor shall comply with all applicable provisions of 45 C.F.R. §§ 87.1-87.2. The Contractor shall not use direct federal financial assistance to engage in inherently religious activities, such as worship, religious instruction, and/or proselytization.

**4. The contractor will follow the programs standards established by the Nebraska Domestic Violence Sexual Assault Coalition.** (<http://www.ndvsac.org/vnews/display.v/ART/2009/01/09/496769607a940>) The contractor will provide services according to the program standards, actively participate in a peer review process, and develop and complete any needed corrective action plans. The contractor will agree to attend quarterly meetings known as Director's Days.

**5. The contractor certifies that:**

- a. Grant funds made available under this program by the State will not be used as direct payment to any victim or dependent of a victim of family violence (42 U.S.C. 10402(d)).
- b. No income eligibility standard will be imposed on individuals receiving assistance or services supported with funds appropriated to carry out FVPSA (42 U.S.C. 10402(e)).
- c. The address or location of any shelter or facility assisted under FVPSA will not be made public, except with the written authorization of the person or persons responsible for the operations of such shelter (42 U.S.C. 10402(a)(2)(E)).
- d. The Contractor will comply with FVPSA confidentiality requirements and has established policies, procedures and protocols that ensure individual identifiers of client records will not be used when providing statistical data on program activities and program services and that the confidentiality of records pertaining to any individual provided family violence prevention or treatment services by any FVPSA-supported program will be strictly maintained (42 U.S.C. 10402(a)(2)(E)).
- e. Funds made available under the FVPSA will be used to supplement and not supplant other Federal, State and local public funds expended to provide services and activities that promote the purposes of the FVPSA (42 U.S.C. 10402 (a)(4)).
- f. If DHHS provides written consent for the Contractor to subcontract any portion of this contract, the Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## **E. SCOPE OF WORK**

Family violence prevention, shelter and related services include the following:

1. Provide Emergency Shelter and Related Services of up to seventy-two (72) hours of crisis intervention services to victims of family violence and their dependents. Emergency Shelter and Related Services consist of:

- a. The provision of temporary refuge and meals in a safe non-threatening living environment such as an onsite shelter, program-sponsored hotel rooms, and/or safe houses;
- b. Hotline or crisis line for constant access and intake to services;
- c. Immediate transportation, or access to immediate transportation, to a hospital or place of safety;
- d. Access to immediate medical services or first aid;
- e. Access to emergency legal counseling and referral;
- f. Crisis counseling to provide support and safety planning; and
- g. Emergency financial aid such as vouchers for gas, food, or clothing.

2. Provide victim advocacy and information and referral services that meet the specific needs of victims of abuse and their families. Victim Advocacy and Information and Referral in the following areas:

- a. Financial, including referrals to public assistance;
- b. Court and criminal justice including assistance in completing a petition for a Protection Order as required by statute and legal referrals;
- c. Medical, including referral to appropriate health care services, but shall not include reimbursement for any health care services;
- d. Housing; and
- e. Employment/vocational.

3. Provide supportive services that will meet specific needs of victims of abuse and their families for up to thirty days. The support services shall be problem oriented and formulate a plan of action for the victim. The services shall include, but be limited to:

- a. Safety planning, individual counseling with respect to family violence, peer counseling, and referral to community social services;
- b. Transportation;
- c. Victim's support groups;
- d. Employment training, assertiveness training, parenting, and educational services;
- e. Preventive health services such as nutrition, disease prevention, exercise, and prevention of substance abuse;
- f. Family programming, especially for children, to prevent the generational continuation of abuse within the family; and
- g. Building community support systems for families to aid in the deterrence of family crisis situation.

3. Provide or arrange services for children who are dependents of victims of family violence or who witness family violence which may includes:

- a. Children's counseling with respect to family violence; either individual or support groups;
- b. Child care services; and
- c. Activities for children and youth that are unplanned contacts such as mentoring opportunities or recreational activities and childcare.

4. Provide Domestic Violence prevention services such as education and public awareness campaigns.

- a. Domestic violence prevention education provided on a continuum of topics including family violence, sexual assault, sexual harassment, personal safety, healthy relationships, and gender issues.

Adult/General Population – outreach and prevention services for victims and their children and violence prevention counseling services to abusers  
Youth targeted – family violence prevention programs for school-age children,

- b. Family violence-focused information forums where family violence information is distributed and where an exact count of the audience can not be obtained such as press conferences, family violence awareness campaigns or booths as health fairs.

5. Provide or arrange Batterer Intervention Programs as deemed necessary.  
The contractor may provide or refer to batterer intervention programs already established.

## F. TECHNICAL REQUIREMENTS

### 1. CONFIDENTIALITY

Under the State of Nebraska Protection from Domestic Abuse Act and the Federal Family Prevention and Services Act, strict confidence shall be observed in all contact with victims of spouse abuse and their families.

Any record, report, or files maintained by the contractor pursuant to the act shall be confidential, except that the contractor may release statistical information, while not revealing names. Violation of this section shall be a Class V misdemeanor. Neb. Rev. Stat. § 42-918

The contractor must establish or implement policies and protocols for the following:

- a. For maintaining the safety and confidentiality of the adult victims of family violence and the children and youth whom they serve;
- b. For releasing information with the informed, written, reasonably time-limited consent of the person; and
- c. For mandated reporting of vulnerable adult and child abuse, neglect, or exploitation.

The address or location of the shelter will, except with written authorization of the person or persons responsible for the operation of such shelter shall not be made public. See Appendix B for a sample Authorization to Release Information form.

### 2. DATA COLLECTION

The contractor must be able to collect demographic, outcome, and service utilization data.

### 3. STAFF

The contractor will provide knowledgeable and capable staff for the program.

Staff will have:

- a. Key staff will have two years or more years of experience in the area of family violence prevention and service provision;
- b. Knowledge and understanding of the dynamics of domestic abuse; and
- c. Ability to coordinate and collaborate among victim service providers, community-based, culturally specific and faith-based service providers, housing providers and homeless services providers, the police, prosecutors, the courts, child welfare services, employers, and business, medical and mental health service providers is needed to provide a responsive and effective service to victims of family violence and their families.

4. Background Checks: The Contractor will ensure a Local Law Enforcement, Multi-State Criminal check and background checks have been completed on all employees, interns, and volunteers if it is foreseeable that the individual may have contact with victims, and children, youth in the performance of this contract

- a. Background checks will include a check of the following:
  1. Sexual Offender Registry
  2. Child and Adult Abuse and Neglect Central Register/try
  3. State repository of driving records
  4. References
- b. The Contractor will perform out-of-state background checks on all employees, interns, and volunteer who have been employed or resided in Nebraska for less than five (5) years if it is foreseeable that the individual may have contact with victims, and their children or youth in the performance of this Contract. If an individual's prior state of residence does not maintain a Sex Offender Registry, Child Abuse and Neglect Central Register, an Adult Abuse and Neglect Central Registry, or a similar registry, the Contractor shall complete criminal background checks in the cities, counties and states of previous employment or residence.
- c. The Contractor will complete the initial background checks before the individual has direct contact with any victims or youth.
  1. If a background check results in a record being identified, the Contractor shall not allow the individual to have direct contact with any victim or youth.
  2. All required background checks must be current within two (2) years for each employee.
  3. All background check documentation shall be maintained in staff personnel records. This includes documentation requested and received from states other than Nebraska.
  4. If a background check results in a record being identified, the Contractor shall develop a process to review and determine if they want to request Department approval to hire an employee. Requests for an exception shall be made in writing to the Contract Liaison and will include the name and background information, along with supporting documentation from the Contractor as to why they believe that such person does not pose a threat to children or families. The Contractor shall utilize criteria set forth by DHHS. DHHS shall have 10 business days to respond to such a request. All documentation related to the process is maintained in the contractor's staff personnel records.
- d. The Contractor will ensure that all subcontractors will complete all background checks on any employee, intern or volunteer if it is foreseeable that that individual may have direct contact with court and non-court involved children and their families during the course of providing direct services in performance with this Contract. Background checks shall be completed before the individual has direct contact with children and their families and every two (2) years thereafter.

## **G. PROJECT PLANNING AND MANAGEMENT**

1. **OVERPAYMENT:** Should the Department overpay the Contractor for services rendered or make payments in error for services that were not provided, the Contractor shall notify the Department within the next regular billing cycle. The Contractor understands that any and all overpayments remain the property of the Department and that the Department retains the right to recover any and all amounts overpaid. The Department shall offset overpaid amounts by withholding or reducing future payments.

2. **TOBACCO SMOKE PROHIBITED:** Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to youth under the age of 18, if the services are funded by Federal programs either directly or through State or local governments, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's

services that are provided in indoor facilities that are constructed, operated, or maintained with such Federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. The Contractor agrees to comply with the requirements of the Act and shall not allow smoking within any portion of any indoor facility used for the provision of services for youth as defined by the Act.

The Contractor agrees to prohibit smoking in any vehicle operated by its employees and staff when transporting youth while providing services under this contract.

**3. DEBARMENT, SUSPENSION OR DECLARED INELIGIBLE.** The Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

**4. LOBBYING.**

1. No Federal appropriated funds shall be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract or (a) the awarding of any Federal agreement; (b) the making of any Federal grant; (c) the entering into of any cooperative agreement; and (d) the extension, continuation, renewal, amendment, or modification of any Federal agreement, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this contract, the Contractor shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

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

**H. EVALUATE CURRENT PROJECT ENVIRONMENT**

The Department of Health and Human Services, Division of Children and Family Services is committed to providing any information and background of the current program to assist the awarded contractor in its development and implementation of the proposed project.

**I. OUTCOMES**

The Contractor agrees to use the survey questions developed by the Administration for Children and Families in meeting the following Outcomes:

Outcome: Increased strategies for enhancing safety

- a. 65% of family violence survivors served by the program will have strategies for enhancing their safety.

Outcome: Increased knowledge of available community resources

- b. 65% of family violence survivors served by the program will gain knowledge of available community resources.

## J. DELIVERABLES

1. Will provide emergency shelter and related services to victims of family violence
2. Will provide advocacy services
3. Will provide ongoing supportive services for up to thirty (30) days
4. Will provide emergency shelter and related services to children and youth of victims
5. Will provide family violence prevention activities that may include, but are not limited to, public awareness campaigns and community education.
6. Will submit quarterly financial and performance reports.
7. Will submit performance reports will include, but not be limited to:
  - a. Demographic information such as race, gender, and age;
  - b. Service Utilization such as number of shelter nights, of group counseling, of individual counseling, of children's services, and of Batterer Intervention sessions;
  - c. Number of shelters;
  - d. Number of volunteers and volunteer hours;
  - e. Number of public awareness activities and community education presentations; and
  - f. Outcome data.
8. Will provide unduplicated data.
9. Will use the survey questions developed by the Administration for Children and Families. Contractor will include the performance report the number of surveys distributed, the number of surveys completed, and the responses received for each of the outcome questions.
10. will submit fiscal reports that include, but are not limited to, quarterly expenditures and annual audits.
11. will send completed quarterly fiscal and performance reports by the 15<sup>th</sup> day of the month of the next month following the end of a quarter, to report the previous quarter's data. See Performance Report, **Appendix C**

## **V. PROPOSAL INSTRUCTIONS**

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

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

### **A. TECHNICAL PROPOSAL**

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

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

#### **1. REQUEST FOR PROPOSAL FORM**

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

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

#### **2. EXECUTIVE SUMMARY**

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

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

#### **3. CORPORATE OVERVIEW**

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

##### **a. BIDDER IDENTIFICATION AND INFORMATION**

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

##### **b. FINANCIAL STATEMENTS**

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

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

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

**c. CHANGE OF OWNERSHIP**

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

**d. OFFICE LOCATION**

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

**e. RELATIONSHIPS WITH THE STATE**

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

**f. BIDDER'S EMPLOYEE RELATIONS TO STATE**

If any party named in the bidder's proposal response is or was an employee of the State within the past two (2) years, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

**g. CONTRACT PERFORMANCE**

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

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

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

**h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE**

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

The bidder must address the following:

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

costs, project responsibilities, and time period were performed as a subcontractor.

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

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

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

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

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

**j. SUBCONTRACTORS**

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

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

**4. TECHNICAL APPROACH**

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

- a. Proposed Service Area
- b. Method of Service Delivery;
- c. Underserved population;
- d. Linkage to the Community; and
- e. Evaluation Plan.

**a. Proposed Service Area**

Place an "X" in the column of the service to indicate the service area the contractor intends to serve.

Service	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22
---------	---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----

Area																				
Place an X in the column.																				

If part of a service area is requested, list the counties of the service area intended to serve: \_\_\_\_\_

**b. Method of Service Delivery**

1) Program Objective

a) Include the overall purpose of the program and the outcomes being sought.

2) Target service area

- a) office locations
- b) shelter locations

3) Population to be served, including a description of identified underserved populations.

3) Program Services

Describe how the program will make culturally relevant services available as listed in the scope of work.

- a) Emergency Services
- b) Advocacy
- c) Supportive Services
- c) Children's Services
- d) Batterer Intervention Program

4) Public Awareness and Community Education

5) Family violence Prevention

**b. Underserved population**

Identify and describe the underserved populations in the services area and develop and implement an outreach plan to serve the underserved population.

**c. Linkage to the Community**

- 1) List and describe what programs, groups, and/or agencies the bidder coordinates with and in what manner
- 2) Describe the bidder's participation in the investigation/treatment teams.
- 3) Name and describe the bidder's participation in a Coordinated Community Response Team.
- 4) Describe the bidder's plan for coordination with Vulnerable Adult and Child Protective Services.

**d. Evaluation Plan**

- 1) Explain how the effectiveness and quality of the program will be determined.

**B. COST PROPOSAL REQUIREMENTS**

This section describes the requirements to be addressed by bidders in preparing the Cost Proposal. The bidder must submit the Cost Proposal in a section of the proposal that is a

separate section or is packaged separately as specified in the RFP from the Technical Proposal section.

The component costs of the fixed price proposal for providing the services set forth in the Request for Proposal must be provided by submitting forms substantially equivalent to those described below.

**1. PRICING SUMMARY**

This summary shall present the total fixed price to perform all of the requirements of the Request for Proposal. The bidder must include details in the Cost Proposal supporting any and all costs. These details must include, at a minimum, detailed descriptions and/or specifications of the goods and/or services to be provided, quantities, and timing and unit costs, if applicable.

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

**2. PRICES**

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

**C. PAYMENT SCHEDULE**

The payment schedule for the project is tied to specific dates and deliverables. Invoices may be submitted by the contractor on specific dates based on the completion and acceptance of related deliverables. No invoice will be approved unless the associated deliverables have been approved. A percentage of the total contract cost may then be invoiced based on the following schedule.

**PROMPT PAYMENT.** Payment shall be made in conjunction with the State of Nebraska Prompt Payment Act, NEB. REV. STAT. §§ 81-2401 through 81-2408. Unless otherwise provided herein, payment shall be made by electronic means.

ACH Enrollment Form Requirements for Payment

"It is the responsibility of the vendor to complete and sign the State of Nebraska ACH Enrollment Form and to obtain the necessary information and signatures from their financial institution. The completed form must be submitted before payments to the vendor can be made."

Download ACH Form: [http://www.das.state.ne.us/accounting/nis/address\\_book\\_info.htm](http://www.das.state.ne.us/accounting/nis/address_book_info.htm)

Quarterly financial and performance reports and invoice are due the 15<sup>th</sup> day of the month following the end of the quarter.

Due Date	Amount of payment
October 15 <sup>th</sup>	30% of award
January 15 <sup>th</sup>	30% of award
April 15 <sup>th</sup>	30% of award
July 15 <sup>th</sup>	10% of award, except in the case of a retainage.

## Form A

### Bidder Contact Sheet

#### Request for Proposal Number 3312-Z1

The Bidder Contact Sheet should be completed and submitted with each response to this Request for Proposal. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response. Each bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Preparation of Response Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

Each bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

Appendix A				Nebraska Estimated Population	
	State Funds	Federal Funds	Total Funds	2008 Estimates Population	% of total population
<b>Service Area 1</b>	\$ 39,566	\$ 27,042	\$ 66,608		
Dawes				8,724	0.49%
Sheridan				5,337	0.30%
Box Butte				11,043	0.62%
Sioux				1,287	0.07%
Population sub-total				<b>26,391</b>	
<b>Service Area 2</b>	\$ 48,516	\$ 33,602	\$ 82,118		
Scottsbluff				36,554	2.05%
Banner				735	0.04%
Morrill				4,989	0.28%
Kimball				3,534	0.20%
Cheyenne				9,965	0.56%
Population sub-total				<b>55,777</b>	
<b>Service Area 3</b>	\$ 25,307	\$ 20,652	\$ 45,959		
Cherry				5,609	0.31%
Keya - Paha				836	0.05%
Brown				3,149	0.18%
Rock				1,508	0.08%
Population sub-total				<b>11,102</b>	
<b>Service Area 4</b>	\$ 38,146	\$ 27,942	\$ 66,088		
Furnas				4,645	0.26%
Hayes				1,005	0.06%
Frontier				2,584	0.14%
Hitchcock				2,836	0.16%
Red Willow				10,704	0.60%
Dundy				2,002	0.11%
Chase				3,629	0.20%
Population sub-total				<b>27,405</b>	
<b>Service Area 5</b>	\$ 41,795	\$ 29,957	\$ 71,752		
Lincoln				35,582	2.00%
McPherson				514	0.03%
Logan				735	0.04%
Hooker				736	0.04%
Thomas				583	0.03%
Population sub-total				<b>38,150</b>	
<b>Service Area 6</b>	\$ 41,857	\$ 27,989	\$ 69,846		
Dawson				24,665	1.38%
Gosper				1,926	0.11%
Population sub-total				<b>26,591</b>	
<b>Service Area 7</b>	\$ 33,242	\$ 24,055	\$ 57,297		
Keith				7,821	0.44%
Arthur				338	0.02%
Grant				604	0.03%
Deuel				1,880	0.11%
Garden				1,765	0.10%
Perkins				2,884	0.16%
Population sub-total				<b>15,292</b>	

<b>Service Area 8</b>	\$ 39,306	\$ 26,846	\$ 66,152		
Custer				10,842	0.61%
Blaine				428	0.02%
Loup				619	0.03%
Garfield				1,710	0.10%
Wheeler				807	0.05%
Valley				4,182	0.23%
Greeley				2,290	0.13%
Sherman				2,994	0.17%
Population sub-total				<b>23,872</b>	
<b>Service Area 9</b>	\$ 48,738	\$ 36,386	\$ 85,124		
Buffalo				45,354	2.54%
Phelps				9,127	0.51%
Harlan				3,322	0.19%
Kearney				6,479	0.36%
Franklin				3,103	0.17%
Population sub-total				<b>67,385</b>	
<b>Service Area 10</b>	\$ 59,085	\$ 42,195	\$ 101,280		
Hall				56,401	3.16%
Howard				6,593	0.37%
Merrick				7,700	0.43%
Hamilton				9,300	0.52%
Population sub-total				<b>79,994</b>	
<b>Service Area 11</b>	\$ 45,752	\$ 32,072	\$ 77,824		
Adams				33,238	1.86%
Clay				6,270	0.35%
Webster				3,508	0.20%
Nuckolls				4,467	0.25%
Population sub-total				<b>47,483</b>	
<b>Service Area 12</b>	\$ 48,441	\$ 36,162	\$ 84,603		
Boone				5,446	0.31%
Nance				3,550	0.20%
Platte				32,072	1.80%
Colfax				9,989	0.56%
Polk				5,122	0.29%
Butler				8,326	0.47%
Population sub-total				<b>64,505</b>	
<b>Service Area 13</b>	\$ 46,141	\$ 32,365	\$ 78,506		
Cedar				8,407	0.47%
Dixon				6,293	0.35%
Wayne				9,274	0.52%
Dakota				20,174	1.13%
Thurston				7,102	0.40%
Population sub-total				<b>51,250</b>	
<b>Service Area 14</b>	\$ 59,200	\$ 42,144	\$ 101,344		
Boyd				2,090	0.12%
Holt				10,233	0.57%
Knox				8,498	0.48%
Pierce				7,231	0.41%
Madison				34,020	1.91%
Stanton				6,310	0.35%
Antelope				6,679	0.37%
Population sub-total				<b>75,061</b>	

<b>Service Area 19</b>	\$ 63,068	\$ 44,594	\$ 107,662		
Dodge				35,872	2.01%
Burt				7,023	0.39%
Washington				19,812	1.11%
Cummings				9,306	0.52%
Saunders				20,034	1.12%
Population sub-total				<b>92,047</b>	
<b>Service Areas 15</b>	\$ 69,205	\$ 59,628	\$ 128,833		
<b>Service Areas 16</b>	\$ 103,699	\$ 85,967	\$ 189,666		
Lancaster				278,728	15.63%
Population sub-total				<b>278,728</b>	
<b>Service Area 17</b>	\$ 41,782	\$ 29,947	\$ 71,729		
Otoe				15,549	0.87%
Johnson				4,499	0.25%
Nemaha				7,085	0.40%
Pawnee				2,602	0.15%
Richardson				8,294	0.47%
Population sub-total				<b>38,029</b>	
<b>Service Area 18</b>	\$ 62,471	\$ 44,144	\$ 106,615		
York				14,199	0.80%
Fillmore				6,001	0.34%
Saline				13,771	0.77%
Seward				16,758	0.94%
Thayer				5,104	0.29%
Gage				23,035	1.29%
Jefferson				7,405	0.42%
Population sub-total				<b>86,273</b>	
<b>Service Area 20</b>	\$ 69,903	\$ 54,256	\$ 124,159		
Sarpy				150,467	8.44%
Cass				25,598	1.44%
Population sub-total				<b>176,065</b>	
<b>Service Area 21</b>	\$ 108,073	\$ 89,198	\$ 197,271		
<b>Service Area 22</b>	\$ 94,007	\$ 78,458	\$ 172,465		
Douglas				502,032	28.15%
Population sub-total				<b>502,032</b>	
<b>Total</b>	<b>\$ 1,227,300</b>	<b>\$ 925,601</b>	<b>\$ 2,152,901</b>	<b>1,783,432</b>	<b>100.00%</b>

[APPROPRIATE AGENCY LETTERHEAD]

**READ FIRST:** Before you decide whether or not to let [Program/Agency Name] share some of your confidential information with another agency or person, an advocate at [Program/Agency Name] will discuss with you all alternatives and any potential risks and benefits that could result from sharing your confidential information. If you decide you want [Program/Agency Name] to release some of your confidential information, you can use this form to choose what is shared, how it's shared, with whom, and for how long.

I understand that [Program/Agency Name] has an obligation to keep my personal information, identifying information, and my records confidential. I also understand that I can choose to allow [Program/Agency Name] to release some of my personal information to certain individuals or agencies.

I, \_\_\_\_\_, authorize [Program/Agency Name] to share the following specific information with:  
name

<b>Who I want to have my information:</b>	Name:
	Specific Office at Agency:
	Phone Number:

The information may be shared:  in person  by phone  by fax  by mail  by e-mail  
 I understand that electronic mail (e-mail) is not confidential and can be intercepted and read by other people.

<b>What info about me will be shared:</b>	(List as specifically as possible, for example: name, dates of service, any documents).
<b>Why I want my info shared: (purpose)</b>	(List as specifically as possible, for example: to receive benefits).

Please Note: there is a risk that a limited release of information can potentially open up access by others to all of your confidential information held by [Program/Agency Name].

**I understand:**

That I do not have to sign a release form. I do not have to allow [Program/Agency Name] to share my information. Signing a release form is completely voluntary. That this release is limited to what I write above. If I would like [Program/Agency Name] to release information about me in the future, I will need to sign another written, time-limited release.

That releasing information about me could give another agency or person information about my location and would confirm that I have been receiving services from [Program/Agency Name].

That [Program/Agency Name] and I may not be able to control what happens to my information once it has been released to the above person or agency, and that the agency or person getting my information may be required by law or practice to share it with others.

*Expiration should meet the needs of the victim, which is typically no more than 15-30 days, but may be shorter or longer.*

This release expires on \_\_\_\_\_ Date \_\_\_\_\_ Time

I understand that this release is valid when I sign it and that I may withdraw my consent to this release at any time either orally or in writing.

Date: \_\_\_\_\_  
Signed: \_\_\_\_\_ Time: \_\_\_\_\_ Witness: \_\_\_\_\_

<b>Reaffirmation and Extension (if additional time is necessary to meet the purpose of this release)</b>		
I confirm that this release is still valid, and I would like to extend the release until		
	New Date	New Time
Signed: _____	Date: _____	Witness: _____

Name of Agency: \_\_\_\_\_

Phone: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Timeframe:

- \_\_\_\_\_ October 1<sup>st</sup> to December 31<sup>st</sup>, 20\_\_
- \_\_\_\_\_ January 1<sup>st</sup> to March 31<sup>st</sup>, 20\_\_
- \_\_\_\_\_ April 1<sup>st</sup> to June 30<sup>th</sup>, 20\_\_
- \_\_\_\_\_ July 1<sup>st</sup> to September 31<sup>st</sup>, 20\_\_

- Due: January 15th
- Due: April 15<sup>th</sup>
- Due: July 15th
- Due: October 15th

**SUBMIT to the NDVSAC**

Subgrantees should report all domestic violence services provided by a FVPSA-funded organization. Even if a program only uses FVPSA funding for part of its work, it should report all of its total domestic violence service numbers.

For example, if a domestic violence program receives a FVPSA subgrant for residential services, that program should still report non-residential services and community outreach. This should be easier for programs; rather than having to keep track of FVPSA-funded services separately, the program can simply report total service numbers.

The only exception is batterers' intervention programs (BIP). Programs should not report BIP statistics unless they used FVPSA funds specifically to support the BIPs.

**FVSP Table of Activity Results**

<b>Section A—People Served (Unduplicated)</b>									
Indicate the number of all clients served by gender, ethnicity, and age. Do not include clients served <i>only</i> in Batterers Intervention Services; count them in Section E.									
	Residential	Women	Men	Children	Youth IPV Victim				
FV-A-100	Unduplicated Count of Clients Served								
	Non-Residential	Women	Men	Children	Youth IPV Victim				
FV-A-200	Unduplicated Count of Clients Served								
	Race	Black or African American	American Indian/ Alaska Native	Asian	Hispanic or Latino	Native Hawaiian/ Other Pacific Islander	White	Unknown/ Other	
FV-A-300	Clients								
	Gender	Female	Male	Not Specified					
FV-A-400	Clients								
	Age	0-17	18-24	25-49	50-59	60+	Unknown		
FV-A-500	Clients								
<b>Section B—Residential Services</b>									
Indicate the number of shelter nights for each person that arrives and is provided a shelter bed. Count the # of people housed X the number of nights.									
FV-B-100	Shelter Nights								
FV-B-200	Unmet Requests for Shelter								

### FVSP Table of Activity Results

**Section C—Related Services and Assistance for Adults**

Indicate the number of service contacts and/or hours provided regardless of length. For states using time increments, report total hours in "Number of Hours" column provided.

	Crisis/Hotline Calls	Total Calls	
FV-C-100	Crisis/Hotline Calls		
	Supportive Counseling & Advocacy	Number of Service Contacts	Number of Hours
FV-C-200	Individual Supportive Counseling & Advocacy		
FV-C-201	Group Supportive Counseling & Advocacy		

**Section D—Related Services and Assistance for Children**

Indicate the number of service contacts and/or hours provided regardless of length. For states using time increments, report total hours in "Number of Hours" column provided.

	Supportive Counseling & Advocacy	Number of Hours	Number of Service Contacts
FV-D-100	Individual		
FV-D-101	Group		
	Activities for Children & Youth	Number of Hours	Number of Service Contacts
FV-D-200	Individual Activities		
FV-D-201	Group Activities		

**Section E—Batterer Intervention Services**

Indicate the number of service contacts and/or hours provided. Report only if these services are funded by FVPSA.

	Intervention/Counseling Services	Number of Clients	Number of Service Contacts	Number of Hours
FV-E-100	Individual Counseling			
FV-E-101	Group Counseling			

**Section F—Community Education and Public Awareness**

Indicate the total number of training and community education presentations. Indicate the total number of individuals attending.

	Community Education	Number of Presentations	Number of Participants
FV-F-100	Adults/General Population		
FV-F-101	Youth Targeted		
	Community Awareness Activities	Number of Activities	
FV-F-200	Awareness Activities		

### FVSP Table of Activity Results

Section G—Service Outcome DATA				
For each program area from which you collected outcome data, indicate how many surveys were completed and how many YES responses you received to each of the outcome questions (resources and safety)				
	Survey Type	Number of Surveys Completed	Number of Yes Responses to Resource Outcome	Number of Yes Responses to Safety Outcome
FV-G-101	Shelter Survey			
FV-G-102	Support Services and Advocacy Survey			
FV-G-103	Counseling Survey			
FV-G-104	Support Group Survey			
FV-G-105	TOTAL			

Number of Shelter Facilities	
Number of Non-Residential Service Sites (office locations)	
Number of Volunteers	
Number of Volunteer Hours	

**NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES**  
*VENDER NAME*  
**AUDIT REQUIREMENT CERTIFICATION**

*Subgrantees and certain contractors receiving funds from the Nebraska Department of Health and Human Services are required to complete this document. Reference to the Office of Management and Budget Circular A-133, Audits of States, Local Governments and Non-Profit Organizations, in this document is "Circular A-133".*

**Grant Name** Family Violence Prevention and Services/Grants for Domestic Violence Shelters and Related Assistance, Grants to States

**Grant #** HHS-ACF-ACYF-FVPS-0035 **CFDA\* #** 93.671

**Amount:** \_\_\_\_\_

\*(Catalog of Federal Domestic Assistance)

**Contractor's Name** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip Code:** \_\_\_\_\_

**Federal Tax Identification Number (FTIN)** \_\_\_\_\_

**Contractor's Fiscal Year** \_\_\_\_\_, 20\_\_ to \_\_\_\_\_, 20\_\_

All written communications from the Certified Public Accountant (CPA) engaged under #1 or #2 below, given to the contractor including those in compliance with or related to Statement of Auditing Standards (SAS) 112 *Communicating Internal Control related Matters Identified in an Audit* and SAS 114 *The Auditor's Communication with Those Charged With Governance* must be provided by the contractor to the Nebraska Department of Health and Human Services immediately upon receipt, unless the contractor has directed the CPA to provide the copy directly to the Department and has verified this has occurred.

Check either 1 or 2 and complete the signature block on page 2:

1. \_\_\_ As the contractor named above, we expect to expend less than \$500,000 from all Federal Financial Assistance sources, not just the grant named above, and including commodities in our current fiscal year. Therefore, we are not subject to the audit requirements of Circular A-133.

We are, however, responsible for engaging a licensed Certified Public Accountant (CPA) to conduct and prepare either, a review (expenditures less than \$75,000) or audit report (expenditures \$75,000-\$499,999) of our organization's financial statements and a report issued by the CPA. We acknowledge the audit must be completed no later than nine months after the end of our organization's current fiscal year. A copy of the report must be submitted to the Nebraska Department of Health and Human Services address as shown below within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period.

2. \_\_\_ As the contractor named above, we expect to expend \$500,000 or more from all Federal Financial Assistance sources, not just the grant named above, and including commodities in our current fiscal year. Therefore we are subject to the single audit requirements of Circular A-133.

We will engage a licensed Certified Public Accountant to conduct and prepare the audit of our organization's financial statements and components of the single audit pertaining to those financial statements. We acknowledge the audit must be completed no later than nine months after the end of our current fiscal year.

We further acknowledge, as the contractor, that a single audit performed in accordance with Circular A-133 must be submitted to the Federal Audit Clearinghouse. The reporting package, as evidence the audit was completed must contain:

- The contractor's financial statements,
- a schedule of Expenditure of Federal Awards,
- a Summary Schedule of Prior Audit Findings (if applicable),
- a corrective action plan (if applicable) and
- the auditor's report(s) which includes an opinion on this contractor's financial statements and Schedule of Expenditures of Federal Awards, a report on this contractor's internal control, a report on this contractor's compliance and a Schedule of Findings and Questioned Costs.

We further acknowledge the auditor and this contractor must complete and submit with the reporting package a *Data Collection Form for Reporting on Audits of States, Local Governments and Non-Profit Organizations* (SF-SAC).

We further acknowledge a copy of this subgrantee's financial statements, auditor's report and SF-SAC must be submitted, at the time these documents are submitted to the Federal Audit Clearinghouse, to the:

Nebraska Department of Health and Human Services  
Financial Services  
Grants and Cost Management  
P.O. Box 95026  
Lincoln, NE 68509-5026

or the Contractor must notify the Department when the reporting package becomes available and provide the Department with access to an electronic version of its annual audit and financial report. Notification of availability will be sent to the Nebraska Department of Health and Human Services, Financial Services, Grant and Cost Management in a format similar to the following:

The Contractor's latest A-133 Audit is now available for your use at:  
<http://www>.

The Contractor's financial report is available at:  
<http://www>

The foregoing submissions or notification and electronic access to the annual audit and financial report must be made within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period.

\_\_\_\_\_  
**Print/Type Name**

\_\_\_\_\_  
**Print/Type Title**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Telephone Number**

**COST PROPOSAL SUMMARY**

	1	2	3	4	5	6	7	8	9	10	11
<b>Service Area</b>											
Category A - Personnel											
Category B - Contracts and Consultants											
Category C - Operating											
Category D - Travel											
Category E - Client Services											
<b>Total for Service Area</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Service Area</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	<b>16</b>	<b>17</b>	<b>18</b>	<b>19</b>	<b>20</b>	<b>21</b>	<b>22</b>
Category A - Personnel											
Category B - Contracts and Consultants											
Category C - Operating											
Category D - Travel											
Category E - Client Services											
<b>Total for Service Area</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total of all Service Areas</b>											

Bidders should include one detailed cost proposal per service area along with the Cost Proposal Summary.

The Total on the detailed cost proposal should match totals on the Cost Proposal Summary. Cost should reflect annual amounts.

If submitting a bid for more than one service area, total of all service areas should be noted in the grand total. If submitting a bid for a partial service area, indicate what counties will be served and the estimated cost of the partial service area.





**FAMILY VIOLENCE PREVENTION, SHELTER, AND RELATED SERVICES  
CATEGORY C - OPERATIONS**

Service Area Number:

Applicant:	
<b>Operating Expenses by Category</b>	<b>Total Cost</b>
Postage	
Communication costs (telephone, local/long distance, electronic communication)	
Hotline	
Equipment expense	
Publications/printing	
Copying	
Dues/subscriptions, includes Membership Dues	
Utilities	
Rental expenses (not shelter related)	
Repair/maintenance (not shelter related)	
Office supplies	
Conference/Training (staff)	
Insurance	
Organization furnished automobile	
Legal services expenses	
Accounting/auditing expenses	
Janitorial/security expenses	
Other operating expenses	
<b>TOTAL OPERATING COSTS</b>	

Justification:

**FAMILY VIOLENCE PREVENTION, SHELTER, AND RELATED SERVICES  
CATEGORY D  
TRAVEL**

**Service Area Number:**

Applicant:	
<b>Travel Expenses</b>	<b>Total Cost</b>
Lodging	
Meals	
Commercial transportation (taxi, bus, airline)	
Agency owned transportation (# of miles multiplied by rate)	
Personal vehicle mileage (# of miles multiplied by rate)	
Miscellaneous travel expense	
<b>TOTAL TRAVEL EXPENSES</b>	

Justification:

**FAMILY VIOLENCE PREVENTION, SHELTER, AND RELATED SERVICES  
CATEGORY E  
Client Services**

**Service Area Number:** \_\_\_\_\_

Applicant:	
<b>Client Services</b>	<b>Total Cost</b>
Transportation – taxi, bus, airline vouchers	
Shelter – Rent, Utilities, Maintenance and Repairs	
Shelter - Food	
Shelter - Supplies	
Motel/Hotel Vouchers	
Emergency vouchers for food, gas, clothing.	
<b>TOTAL CLIENT SERVICES EXPENSES</b>	

Justification:

## ADDENDUM ONE

Date: May 26, 2010  
To: All Bidders  
From: Julie Hippen, Buyer  
Department of Health and Human Services  
RE: Addendum for Request for Proposal Number 3312Z1

### Schedule of Events

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

	Activity	Date/Time
3.	State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: <a href="http://www.dhhs.ne.gov/index.htm">http://www.dhhs.ne.gov/index.htm</a> and/or <a href="http://www.das.state.ne.us/materiel/purchasing/rfp.htm">http://www.das.state.ne.us/materiel/purchasing/rfp.htm</a>	May 28, 2010
4.	Proposal opening Location: Department of Health and Human Services Division of Children and Family Services Room 1Y 301 Centennial Mall, South Lincoln, NE 68509	June 10th, 2010 9:00 AM 2:00 PM Central Time
5.	Review for conformance of mandatory requirements	June 10, 2010
6.	Evaluation period	June 11, 2010 to June 17, 2010
7.	Post "Letter of Intent to Contract" to Internet at: <a href="http://www.dhhs.ne.gov/index.htm">http://www.dhhs.ne.gov/index.htm</a> and/or <a href="http://www.das.state.ne.us/materiel/purchasing/rfp.htm">http://www.das.state.ne.us/materiel/purchasing/rfp.htm</a>	June 22 <sup>nd</sup> , 2010
8.	Contract award	June 28, 2010
9.	Contractor start date	July 1, 2010

This addendum will become part of the proposal and should be acknowledged with the RFP.

**ADDENDUM TWO**

Date: May 27, 2010  
 To: All Bidders  
 From: Julie Hippen, Buyer  
 Department of Health and Human Services  
 RE: Answers and Answers for Request for Proposal Number 3312Z1  
 to be opened June 10<sup>th</sup>, 2010 at 2 PM.

Following are the answers submitted and answers provided for the above mentioned Request for Proposal. The answers and answers are to be considered as part of the Request for Proposal.

Answers	Answers
1. To which of the following funding sources does this RFP apply: Family Violence Prevention and Services (FVPSA), Preventative Health and Health Services (PHHS), Sexual Violence Prevention and Education (RPE) and Domestic Shelter & Related Services (DSS)?	As stated in Section C, Project Requirement, the available funding sources are the Family Violence Prevention and Services (FVPSA) and Domestic Shelter & Related Services (Protection from Domestic Abuse Act).
2. If I could get a clarification on the time the proposal is due on June 10? The box at the top states 2pm central, but on page 1 that begins Scope of the Request...it states 9am central time under A. Schedule of events.	The proposal is due by 2 pm on June 10 <sup>th</sup> .
3. I am unclear about when the proposals are due.	See Answer #2
4. When is the proposal due? When accessing the proposal via the website the opening date says June 6, 2010. The Contractual Services Form states opening date and time as June 10, 2010 2 pm Central Time, and page one of the RFP states the Proposal opening as June 10, 2010 9 am Central Time.	See Answer #2
5. The <b>Opening Date</b> is listed differently in different locations? Is it June 6 <sup>th</sup> , June 10 <sup>th</sup> at 9am, or June 10 <sup>th</sup> at 2pm?	See Answer #2

Answers	Answers
<p>6. Is there a page limit or a suggested number of pages for each section?</p>	<p>No, the bidder is asked to provide all required information in a succinct manner.</p>
<p>7. There is mention of potential penalty for wordiness or excessive length with the proposal, yet there is no mention of maximum number of pages even within individual sections. This is very concerning with a new grant application format because it is potentially weighty and the requirements for length are much more vague than those to which we are accustomed. Do you have any suggestions to help avoid penalty for length?</p>	<p>The responsiveness to requirements, completeness and clarity are more important than length. The Request for Proposal does not hinder the bidder's ability to describe their proposal through the use of page limits; however, a complete, concise proposal is preferred.</p>
<p>8. Who should be responsible for signing and initialing the documents required by the RFP? Would an Executive Director be okay, or do you need the Board President to sign and initial?</p>	<p>The proposal must be signed by a person in the bidder's agency who is authorized to enter into contracts.</p>
<p>9. According to page 8, "By signing the 'Request For Proposal For Contractual Services' form, the Bidder guarantees compliance with the provision stated in this Request for Proposal, agrees to the terms and conditions, and certifies bidder maintains a drug free work place environment."</p> <p>Section YY – In the past we have submitted a copy/attachment of the drug free workplace policy with the grant application, should we include one with the proposal?</p>	<p>In accordance with III. Terms and Conditions, a copy of the drug-free workplace policy is not required to be submitted with the proposal.</p>
<p>10. Are we to include the Terms and Conditions in the proposal seeing as there are places for initials next to each subsection? If yes, where within the proposal should this be included?</p>	<p>Accepting and initialing Section III and including the accepted Terms and Conditions section with the proposal, while not required, provides additional assurance of the bidder's agreement.</p>
<p>11. Do we submit the whole RFP document with our proposal, or do we just include pages which require signatures or initials—thinking specifically of the "Terms and Conditions" section?</p>	<p>No, it is not necessary to submit the whole RFP document with your proposal. See answer #10</p>
<p>12. Are we to include a copy of the entire Request for Proposal in our submitted Proposal?</p>	<p>See answer # 11.</p>

<b>Answers</b>	<b>Answers</b>
<p><b>13.</b> Page 2, Section C: "Once a contractor is preliminarily selected...that contractor is restricted from communicating with State staff until a contract is signed." Does this mean that contact with ALL State employees is prohibited during this time period, or just those working on this particular RFP? Is this "no contact" period from June 22nd to June 28th (as indicated by the Schedule of Events detailed in Section A)?</p>	<p>Communication is restricted with State staff designated as the point of contact for the Request for Proposal until the contract is signed.</p>
<p><b>14.</b> "Cost incidental to oral interviews will not be compensated by the state." (p. 4) Does this include mileage expenses?</p>	<p>No costs including mileage will be compensated.</p>
<p><b>15.</b> Relating to Oral Interviews/Presentations and/or Demonstrations, which "key personnel" are subject to the requested participation by the Evaluation Committee(s)? Any/all personnel, including advocates? Managerial staff, i.e., executive and program directors? Financial officers? Others?</p>	<p>The Department will determine which key personnel are required to participate in an oral interview.</p>
<p><b>16.</b> Terms &amp; Conditions, Section B, para. 2: "By submitting a proposal in response to this Request for Proposal, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients." There is a concern that this appears to be a violation of client confidentiality without a release of information form. Would you please explain how this apparent conflict is reconciled?</p>	<p>The State is aware of the confidentiality requirements held by providers of domestic violence shelter and related services. If the State wishes to contact or arrange a visit in person with any or all of the bidder's clients, relevant confidentiality requirements would be followed.</p>
<p><b>17.</b> Terms and Conditions, F. Insurance Requirements, 2. Commercial General Liability Insurance, page 9 – The State is requesting to be included as an Additional Insured. Our insurance provider needs to know the name and address for the state as you want it listed, as well as the insurable interest and any special verbiage you are requesting so it can be sent to the underwriter for approval.</p>	<p>The preliminarily selected bidder or bidders will be provided this information.</p>

Answers	Answers
<p><b>18.</b> Terms and Conditions, F. Insurance Requirements, 3. D., page 10 – You are requesting Umbrella/Excess Liability of 1,000,000 per occurrence, which is going to cost our agency an additional \$1,000 per year. In the past State contracts we have been required to provide Professional Liability Insurance which costs us about \$2,400 a year. It is the opinion of our insurance provider that the Professional Liability is of way more importance to an agency of our size and for the services we provide. Is this Umbrella/Excess Liability something that is going to be required even if we have all the other insurance requirements, plus additional Professional Liability?</p>	<p>Yes, Umbrella or Excess liability coverage will be required.</p>
<p><b>19.</b> Why are the required insurance coverage amounts so high? Why are all agencies required to have the same amount of coverages when there is a broad range of different agency sizes throughout the state providing services to victims of domestic violence? For example, our agency covers two counties and has 4 full-time and 1 part-time. There are many agencies that cover more counties and have many more staff.</p>	<p>The required insurance coverage is the minimum required.</p>
<p><b>20.</b> On Page 9, under F - Insurance Requirements – Health insurance is not listed, but on page 11 under J Contractor Personnel #4 states "maintaining worker's compensations and health insurance" Does this then mean we are required to have Health insurance for staff?</p>	<p>The bidder must maintain only such workers' compensation coverage or health insurance coverage required by law.</p>
<p><b>21.</b> On Page 9, under F - Insurance Requirements – Health insurance is not listed, but on page 11 under J Contractor Personnel #4 states "maintaining worker's compensations and health insurance" Does this then mean we are required to have Health insurance for staff?</p>	<p>See answer #20.</p>

Answers	Answers
<p>22. Page 11— It states to turn in our insurance certificate with Reference to RFP #, do we do this as part of the proposal or at a later time?</p>	<p>The bidder should submit the insurance certificates as part of the proposal. Any bidder without full coverage will be allowed to submit full coverage if identified as preliminarily selected bidder.</p>
<p>23. J. Contractor Personnel – The first paragraph of this section states that “Personnel employed by the contractor to fulfill the terms of the contract shall remain under the sole direction and control of the contractor.” Then, second paragraph states that “Personnel commitments made in the contractor’s proposal shall not be changed without the prior written approval of the State. Do these two items contradict each other, and if so, which is correct?</p>	<p>This means that if the bidder’s proposal indicates specific personnel are to be committed to this project, then, the State expects those personnel to continue with this project and not be changed without the prior written approval of the State.</p> <p>Obtaining the award is, in part, based on the personnel committed to the project.</p> <p>Personnel are employed by the contractor as stated.</p> <p>The two items don’t contradict each other because they intend different things.</p>
<p>24. Terms and Conditions, Section J, para. 2: “Personnel commitments made in the contractor’s proposal shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.” This requirement for approval appears to give the State hiring and firing powers within each agency who is awarded State monies, yet it is specifically stated that agency personnel are NOT employees of the State. Would you please explain this contradiction further?</p>	<p>See Answer #23</p>
<p>25. J. Contractor Personnel – The second paragraph gives the State authority over replacement of personnel employed under the grant.</p> <p>How do programs go about replacing a staff person, factoring in the appropriate process now required by the State?</p>	<p>The State is interested in maintaining the level of personnel qualifications that were submitted in the proposal. If personnel who were committed to this project in the proposal need to be replaced, the Contractor is required to notify the State and allow the State to approve any replacements.</p>
<p>26. J. Contractor Personnel - What if a position is empty when the application is filled out, and there isn’t a staff person to list?</p>	<p>In this case, the contractor would follow their commitment that all persons assigned to the project shall be fully qualified to perform the work required herein.</p>

Answers	Answers
<p><b>27.</b> J.2. – “In respect to its employees, the contractor agrees to be responsible for...any and all vehicles used by the contractor’s employees, including all insurance required by state law”</p> <p>Does this require that the agency provide auto insurance for their staff if they are using their own vehicle for work purposes, or does it mean that the agency must verify that each staff person has appropriate insurance coverage for his/her own vehicle?</p>	<p>The contractor is responsible to determine the insurance requirements required by state law.</p>
<p><b>28.</b> On Page 13 under U - Advertising it states – “News releases pertaining to the project shall not be issued without prior written approval from the State.” Does this mean that if we are going to do some awareness activity for DV awareness we need to get prior approval before putting this information in the newspaper. So then what happens if we have an event and the local media decides to show up and cover it without visiting with us before coming are we supposed to get prior approval from the state before the news is either aired on local radio, TV or published in the local newspaper?</p>	<p>A news release is considered one prepared and provided by a contractor to a news media which would allow prior approval.</p>
<p><b>29.</b> Page 14—U. Advertising. It states that news releases pertaining to the project shall not be issued without prior written approval from the state. Many programs regularly do fundraising activities which include press releases discussing the agency and programs. Does this type of press release require permission from the state? Please clarify the parameters of the approval needed.</p>	<p>Yes, approval of news releases is a requirement. Approval of a general release to be used in more than one situation may be appropriate.</p>
<p><b>30.</b> C.C. Retainage – “The State may withhold ten percent of each payment due as retainage.”</p> <p>Will it be standard practice by the State to withhold the 10% retainage fee from this point forward, or is this included as a measure to use if there are on-going programmatic issues?</p>	<p>The State may use this method to ensure successful completion of the project.</p> <p>This method will be used for the duration of the contract period.</p>

Answers	Answers
<p>31. T.T. Nebraska Technology Access Standards – From reading the standards, it appears that websites would need to be available to the blind, and that phone systems need to include TTY access. Is it now an expectation of the programs to provide websites for the blind, and phone systems that are TTY accessible? If programs do have to provide the above accommodations will there be a transitional timeframe to work toward providing the services?</p>	<p>Services must be widely accessible and must not discriminate on the basis of age, handicap, sex, race, color, national origin or religion, so the services provided under the contract should comply with the applicable standards. The Contractor should ensure that services provided under the contract comply with applicable standards. The required transition time should be described in the proposal.</p>
<p>32. The proposal is to be submitted in a "loose-leaf binder," is that a 3-ring binder?</p>	<p>A loose-leaf binder is another name for a 3-ring binder and is preferred, but it is not a requirement.</p> <p>Clearly package and mark the original and package six sets of copies of the original for submission.</p> <p>It is important to clearly separate the <u>mandatory</u> sections of Request for Proposal form, Executive Summary, Corporate Overview, Technical Approach, and Cost Proposal.</p> <p>Submit the proposal in an organized manner with separate sections clearly labeled.</p>
<p>33. The RFP states the contract may be extended for 2 years—when will this decision be made?</p>	<p>This decision will be made during the second half of the 1<sup>st</sup> year.</p>
<p>34. It states that we must have a disaster recovery /back up plan? Would a safety policy that includes various disaster plans, as well as an alternate operation plan suffice?</p>	<p>Section VV- The document should include a description of how the contractor proposes to recover from a disaster and a description of their back-up plan in the event of a disaster that allows services to be continued.</p>
<p>35. Terms &amp; Conditions, Section XX: "Preference will be given to <b>items</b> which are manufactured or produced from recycled material which can be readily reused or recycled after their normal use as per state statute." Does this mean we should submit the grant on recycled materials or that we are to be recycling materials within the agency? Where does this fall within the proposal? Are we supposed to mention our dedication to recycling within the proposal? Is this just boiler plate language in the same Terms &amp; Conditions section that the state is using for all requests for proposal?</p>	<p>It was the intent of the Legislature that the state, as a major consumer and an example for others, should assist resource recovery by making a concerted effort to use recyclable and recycled products and encourage other levels of government and the private sector to follow its example. This request for proposal is for services not for purchasing products, materials, or supplies for use by the State.</p>

Answers	Answers
<p>36. Project Description and Scope of Work, I. Outcomes, page 29 – Outcomes are stating 65% of family violence survivors served by the program will have strategies for enhancing their safety and will gain knowledge of available community resources. In the past it has been 65% of those survivors that have completed the actual survey answers, as not everyone is willing to complete the surveys or may not return a survey. If we follow the instructions on when to give the surveys to survivors, sometimes 65% won't even get a survey. Can you clarify if the 65% is of all survivors served or just 65% from the surveys we get returned?</p>	<p>The Programs are only able to report data on the information returned from the surveys.</p>

Answers	Answers
<p>37. You clearly state that “Bidders should identify the subdivisions of ‘Project Description and Scope of Work’ clearly in their proposals; failure to do so may result in disqualification.” (p. 31) It is unclear where these subdivisions are to fit in the proposal outline with the instructions given.</p> <p>It is also unclear what these subdivisions should include. In pages 23 through 30, the Project Description and Scope of Work are addressed, but it is unclear what should be included in the proposal for each subsection – Project Overview, Project Environment, Project Requirements, Business Requirements, Scope of Work, Technical Requirements, Project Planning and Management, Evaluate Current Project Environment, Outcomes, and Deliverables – all are listed with information, <u>but what should be included in the proposal for each of these subsections?</u></p> <p>Do you mean that we are just to include the entire RFP within the proposal and identify that particular subdivision? Are we supposed to draft our own Project Description and Scope of Work subdivisions with information about our program? If the latter, what is the distinction between project overview and project environment? And are we to provide a detailed description of how the agency:</p> <p>meets the Project, Business, and Technical Requirements; thoroughly provides the Scope of Work listed; and agrees to the Project Planning and Management, Evaluate Current Project Environment, Outcomes, and Deliverables sections?</p>	<p>There are two (2) parts to the proposal.</p> <ul style="list-style-type: none"> <li>• The Technical Proposal</li> <li>• The Cost Proposal</li> </ul> <p>The Technical proposal contains four sections: Signed form Executive summary Corporate overview Technical approach.</p> <p>In general, the technical proposal must provide the evaluation team information that the bidder understands the project and scope of work and has submitted a clear plan to complete the project.</p> <p>The proposal instructions refer the bidder back to Section IV “Project Description and Scope of Work” which contains communication from the State to the bidder, lists required certifications and compliances, and the scope of work.</p> <p>A bidder’s response to a requirement within the “Project Description and Scope of Work” may belong in any of the executive summary, the corporate overview, or the technical approach of the Technical proposal.</p>

Answers	Answers
<p>38. Next answer...on page 31, in instructions, I am unclear about the statement "Bidders should identify the subdivisions of "Project Description and Scope of Work" Clearly in their proposals..." When I go to the proposal outline below, I do not see sections labeled "Project Description" and "Scope of Work," so I am not sure what this is referring to.</p>	<p>The proposal must address all required items listed in the RFP. The items are to be addressed in the technical section. You may add your own subsection labels or address any specifics within the labeled subsections.</p>
<p>39. On page 31 is states that "Bidders should identify the subdivisions of 'project description' and 'scope of work' clearly in their proposals", but throughout the technical proposal requirements there are no subsections labeled 'project description' or 'scope of work'. Are these additional sections required by the RFP? If so, what should these include?</p>	<p>See Answer # 38.</p>
<p>40. Page 31, Section V. Proposal Instructions states that "bidders should identify the subdivisions of "Project Description and Scope of Work" clearly in their proposals; failure to do so may result in disqualification. What does this mean?</p>	<p>See Answer # 38.</p>
<p>41. Are we required to use the confidentiality waiver (Appendix B) that was included in the RFP, or can we use a different form?</p>	<p>The confidentiality waiver is a suggested format, but it is not required.</p>
<p>42. What does "publicly held corporation" mean? (it's used on page 32, paragraph 1 and 2)</p>	<p>Generally, a publically held corporation is one registered as such and publically traded.</p>
<p>43. When it asks for "Relationships with the State" during the previous five years how should we list our previous contracts that we had with the State to provide domestic violence services? I cannot find a contract number.</p>	<p>If there is not a contract number, then, list the previous contracts by name.</p>

Answers	Answers
<p>44. In describing other “dealings” with the State (Relationships with the State, Technical Proposal (p. 32)), is this meant only to include contracts, or would other grants from other State Departments also be included? Also regarding this section, if an employee works for this agency and operates her own business, which has contracted with the state over the previous 5 years, does she qualify as a “party” named in the proposal response, and therefore have to declare those contracts?</p>	<p>Other “dealings” with the State includes contracts and other grants from other departments or divisions. The description of other “dealings” should describe all the relationships between the bidder and the State.</p>
<p>45. Under the Summary of Bidder’s Corporate Experience, can we site previous grant funding through this same funding through NDHHS? And do you have an example of “a summary matrix” you could provide?</p>	<p>Yes, previous grant funding through this same funding through NDHHS is an example that would reflect experience providing this service. No sample matrix is available and there is not a required format.</p>
<p>46. What is a “summary matrix”? (pg. 33)</p>	<p>A matrix is an arrangement of items into labeled rows and columns within a table. A summary matrix is a table that shows the previous projects similar to this Request for Proposal in size, scope, and complexity.</p>
<p>47. <b>Corporate Overview, h. Summary of Bidder’s Corporate Experience, page 33</b> – Our agency has been providing victim services since 1979. Our services are ongoing as we have funding sources with different start and end dates. Is a history of funding sources and services provided sufficient for this section? Our agency has been contracting with the state for years providing these services and is the only victim service provider in our area. How much more detail is needed here?</p>	<p>The RFP asks that the bidder provide narrative descriptions to highlight the similarities between their experience and this Request for Proposal. Include information that answers the answer. Provide as much detail as needed to show your experience to the members of the evaluation committee.</p>
<p>48. Who is a customer? (page 33)</p>	<p>In this context, the customer is an entity with whom the bidder has completed a similar project. The customer is an entity with whom the bidder, under contract, provided the project requirements.</p>

Answers	Answers
<p><b>49.</b> Corporate Overview, i. Summary of Bidder's Proposed Personnel/Management Approach, page 34 – How much detail is needed here? We will be using the same personnel that are currently providing these services for the state. Personnel that have undergone training specific to family violence prevention and services as required by the NDVSAC Program Standards, training that is ongoing. Is a history of how long these individuals have worked for the agency in providing these specific services sufficient? We are dealing with individuals who have worked in this field for 8-15 years. I have board members that are concerned with the state answering the agencies leadership and ability to hire competent personnel, as well as the fact that changes in personnel need written approval from the state. Both our personnel policy and the NDVSAC Program Standards require the agency to hire competent personnel that either have the experience or are trained appropriately before ever providing direct services to victims.</p> <p>Are job descriptions of the specific personnel paid with the use of these funds sufficient?</p>	<p>The bidder's proposal should describe how the requested services will be provided and the personnel who will provide the services.</p> <p>The RFP directs the bidder to provide the names and titles of the team proposed for assignment to the provision of specified services. Resumes are to be provided that would reflect the training, years of experience, and credentials. Resumes that are submitted with the proposal provide an indication to the evaluation committee of the bidder's understanding of the skill mixes required to carry out the requirements of the Request for Proposal and to assess the experience of specific individuals. Job descriptions would not provide the above required information.</p>
<p><b>50.</b> Are resumes of personnel required with this proposal or only after a contract is awarded?</p>	<p>See answer #49.</p>
<p><b>51.</b> Page 34, Section i. Summary of Bidder's Proposed Personnel/Management Approach states that the bidder shall provide resumes for all personnel proposed by the bidder to work on the project. Does this mean that you are only requesting resumes for personnel who are charged to the project? All personnel will work towards the main goal of the project (i.e., advocacy, shelter services, etc.), but their time will not necessarily be charged to the project. Pg. 34 V.A.3.i.</p>	<p>Yes, resumes for personnel who are charged to this project only or in part are required.</p>

Answers	Answers
<p><b>52.</b> Page 34, Section i. Summary of Bidder's Proposed Personnel/Management Approach states that the bidder shall provide resumes for all personnel proposed by the bidder to work on the project. Does this mean that you are only requesting resumes for personnel who are charged to the project? All personnel will work towards the main goal of the project (i.e., advocacy, shelter services, etc.), but their time will not necessarily be charged to the project.</p>	<p>See answer #51</p>
<p><b>53.</b> What elements would you like us to discuss regarding the "proposed approach to the management of the Project"?</p>	<p>Provide a description of how the bidder will manage the project to successful completion such as who, what, how, and when the project will be managed.</p>
<p><b>54.</b> Regarding the Staff Resumes is there a suggested or desired format (narrative, list, etc.)?</p>	<p>See section V, #3, I. Resumes must not be longer than three (3) pages. Resumes shall include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) reference.</p>
<p><b>55.</b> Page 35, Section A: "Target Service Area" asks for shelter locations. Are bidders required to provide the exact address of our domestic violence/sexual assault victim shelters, or will city/county information alone be acceptable? If bidders are required to provide the exact street address of said shelters, will the information be kept confidential when the RFPs are made public?</p>	<p>The exact address should not be supplied and is not required.</p> <p>Bidders should specify the service area(s) that are to be served.</p>
<p><b>56.</b> Cost Proposal Requirements, page 36 – Is the Cost Proposal Form and Cost Proposal Summary all that is needed for this section?</p>	<p>Yes, the two formats describing costs are required. One Cost Proposal Form is required for each service area proposed to be served.</p> <p>The Cost Proposal Form is to include only costs associated with the funding of this project and should not contain all expenses related to a program or agency.</p> <p>The cost proposal does not require any income information.</p>

Answers	Answers
<p><b>57.</b> Detailed Cost Proposal: What do you want under "justification"? Is this our narrative of the request?</p>	<p>Yes, the Contractor should provide a narrative of the need, method of cost determination, reasonableness of the cost, and method of allocation of the cost.</p> <p>The justification should explain why each of the items on the budget page is needed to accomplish the proposed project.</p>
<p><b>58.</b> What does "justification" mean on the detailed cost proposal sheet? Is this for a budget narrative?</p>	<p>See answer # 57</p>
<p><b>59.</b> Detailed Cost Proposal: What do you want under "justification"? Is this our narrative of the request? In the detailed cost proposal personnel section do I include the entire staff and their entire salary or only the portion to be covered by FVPSA funds?</p>	<p>See answer # 57 Personnel section should include staff assigned to this project and their expenses. This cost should also list payroll taxes and benefits.</p>
<p><b>60.</b> Can mortgage payments on our office building be put under "rental expenses" in the Detailed Cost Proposal? If not, where should they be included?</p>	<p>Capital expenditures are an unallowable cost to this project.</p> <p>Under certain conditions, the interest can be allowed for a mortgage on a building. Although Capital Expenditures are not allowable, the circular provides for depreciation or use allowance. The bidder will need to evaluate their situation according to the provisions of Attachment B of Circular A122.</p>
<p><b>61.</b> Page 37, shows a payment schedule of October 15<sup>th</sup> 30% of award, January 15<sup>th</sup> 30% of award, April 15<sup>th</sup> 30% of award, July 15<sup>th</sup> 10%. Does this mean that we are not going to receive our first payment of 30% until 4 ½ months into the project?</p>	<p>Payments are made based on the completion and acceptance of related deliverables. The payment schedule is based on quarterly reporting and quarterly invoices. The due dates are the latest date acceptable. Submission of the quarterly reports and invoices may be submitted and processed prior to the due date.</p>
<p><b>62.</b> Payment Schedule, page 37 – In the past we have gotten our payments 30-45 days into the quarter, which has been difficult enough for a nonprofit that doesn't have large cash reserves on hand. With these new contracts are payments not going to be made until after the quarter is over now?</p>	<p>See answer #61</p>
<p><b>63.</b> Do we need to fill out and submit the "Audit Requirement Certification" form with the proposal?</p>	<p>Yes. The amount to insert into the form is the Federal Family Violence Prevention and Services amount found on Appendix A for the service area to be covered.</p>

<b>Answers</b>	<b>Answers</b>
<b>64.</b> In the past, we have always included letters of support from other community agencies. Will we be penalized for attaching them if they are referenced in the Linkage to the Community in the Technical Approach Section?	There is not penalty for attaching letters of support to the proposal; however, they are not required.

## ADDENDUM THREE

Date: 05-27-10  
To: All Bidders  
From: Julie Hippen, Buyer  
Department of Health and Human Services  
RE: Addendum for Request for Proposal Number 3312-Z1

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### Scope of Addendum

The following two sections should read:

#### Section IV

#### Project Description and Scope of Work

#### E. Scope of Work

3. The support services shall be problem oriented and formulate a plan of action for the victim.  
The Services shall include, but not be limited to:

#### Section V

#### Proposal Instructions

#### A.

#### 3.

#### 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 with the past ~~nine(9) months~~ two (2) years, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date.

This addendum will become part of the proposal and should be acknowledged with the RFP.

## **ADDENDUM FOUR**

Date: 6-3-2010  
To: All Bidders  
From: Julie Hippen, Buyer  
Department of Health and Human Services  
RE: Addendum for Request for Proposal Number 3312-Z1

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### **Scope of Addendum**

#### Section III TERMS AND CONDITIONS

##### F. 4. EVIDENCE OF COVERAGE

The Contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements, which shall be submitted to the Department of Health and Human Services, Division of Children and Family Services, Julie Hippen at P.O. Box 95026, Lincoln, NE 68509 (facsimile (402) 471- 4734 9034).

This addendum will become part of the proposal and should be acknowledged with the RFP.

## ADDENDUM FIVE

Date: June 24<sup>th</sup>, 2010

To: All Bidders

From: Julie Hippen, Buyer  
Department of Health and Human Services

RE: Addendum for Request for Proposal Number 3312Z1

### Schedule of Events

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

	Activity	Date/Time
3	Post "Letter of Intent to Contract" Service Areas 1, 2, 3, 4, 5, 6, 7, 9, 10, 12, 13, 14, 15, 16, 17, 18, 19, 20 to Internet at: <a href="http://www.dhhs.ne.gov/index.htm">http://www.dhhs.ne.gov/index.htm</a> and/or <a href="http://www.das.state.ne.us/materiel/purchasing/rfp.htm">http://www.das.state.ne.us/materiel/purchasing/rfp.htm</a>	<del>June 22<sup>nd</sup>, 2010</del> TBD
4	Post "Letter of Intent to Contract" Service Areas 8, 11, 21, 22 to Internet at: <a href="http://www.dhhs.ne.gov/index.htm">http://www.dhhs.ne.gov/index.htm</a> and/or <a href="http://www.das.state.ne.us/materiel/purchasing/rfp.htm">http://www.das.state.ne.us/materiel/purchasing/rfp.htm</a>	TBD
5	Contract award Service Areas 1, 2, 3, 4, 5, 6, 7, 9, 10, 12, 13, 14, 15, 16, 17, 18, 19, 20	<del>June 28, 2010</del> TBD
6	Conditional Contract award Service Area 8	TBD
7	Contract award 11, 21, 22	TBD
8	Contractor start date Service Areas 1, 2, 3, 4, 5, 6, 7, 9, 10, 12, 13, 14, 15, 16, 17, 18, 19, 20	July 1, 2010
9	Contractor Start Date service areas 11,21,22	TBD
10	Conditional Contractor Start date Service Area 8	TBD

This addendum will become part of the proposal and should be acknowledged with the RFP.

## ADDENDUM SIX

Date: July 7th, 2010  
 To: All Bidders  
 From: Julie Hippen, Buyer  
 Department of Health and Human Services  
 RE: Addendum for Request for Proposal Number 3312-Z1

### Schedule of Events

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

Activity	Date/Time
3. Post "Letter of Intent to Contract" Service Areas 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 12, 13, 14, 15, 16, 17, 18, 19, 20 to Internet at: <a href="http://www.dhhs.ne.gov/index.htm">http://www.dhhs.ne.gov/index.htm</a> and/or <a href="http://www.das.state.ne.us/materiel/purchasing/rfp.htm">http://www.das.state.ne.us/materiel/purchasing/rfp.htm</a>	<del>June 22<sup>nd</sup>, 2010</del> July 7 <sup>th</sup> , 2010
4. Best and Final Offer requested for Service Areas 11, 21, and 22	July 7 <sup>th</sup> , 2010
5. Best and Final Offer for Service Areas 11, 21, and 22 response due	July 12 <sup>th</sup> , 2010
6. Best and Final Response opening Location: Department of Health and Human Services Division of Children and Family Services 301 Centennial Mall, South Lincoln, NE 68509	July 12 <sup>st</sup> , 2010 <b>2:00 PM</b> Central Time
7. Post "Letter of Intent to Contract" Service Area 11, 21, 22 to Internet at: <a href="http://www.dhhs.ne.gov/index.htm">http://www.dhhs.ne.gov/index.htm</a> and/or <a href="http://www.das.state.ne.us/materiel/purchasing/rfp.htm">http://www.das.state.ne.us/materiel/purchasing/rfp.htm</a>	July 14 <sup>th</sup> , 2010
8. Contract award Service Areas 1, 2, 3, 4, 5, 6, 7, 9, 10, 12, 13, 14, 15, 16, 17, 18, 19, 20	<del>June 28, 2010</del> July 16 <sup>th</sup> , 2010
9. Conditional Contract award Service Area 8	TBD
10. Contract award 11, 21, 22	TBD
11. Contractor start date Service Areas 1, 2, 3, 4, 5, 6, 7, 9, 10, 12, 13, 14, 15, 16, 17, 18, 19, 20	July 1, 2010
12. Contractor Start Date service areas 11, 21, 22	July 1 <sup>st</sup> , 2010
13. Conditional Contractor Start date Service Area 8	July 1 <sup>st</sup> , 2010

This addendum will become part of the proposal and should be acknowledged with the RFP.