



Division of Child and Family Services  
Request for Proposal No. 4000  
for

Emergency Shelter Care Services

Release Date: April 3, 2007  
Deadline for Submission: May 3, 2007, by 3:00 p.m.

For additional information, please contact:  
4126 Technology Way, 3<sup>rd</sup> Floor  
Carson City, NV 89706  
Joe Pritchard  
(775) 684-7956  
Email: [jhpritch@dcfs.state.nv.us](mailto:jhpritch@dcfs.state.nv.us)  
(preferred contact method)

**See Page 22, for instructions on submitting proposals.**

Company Name \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Prices contained in this proposal are subject to acceptance within \_\_\_\_\_ calendar days.

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

Print Name & Title \_\_\_\_\_



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**A Request for Proposal process is different from an Invitation to Bid. The State expects vendors to propose creative, competitive solutions to the agency's stated problem or need, as specified below. Vendors may take exception to any section of the RFP. Exceptions should be clearly stated in Attachment B (Certification of Indemnification and Compliance with Terms and Conditions of RFP) and will be considered during the evaluation process. The State reserves the right to limit the Scope of Work prior to award, if deemed in the best interest of the State NRS §333.350(1).**

## **1.0 OVERVIEW OF PROJECT**

The Division of Child and Family Services (DCFS or Division) is a comprehensive state human services agency responsible for the administration of delivery of the following major programs to children and families in Nevada: child welfare, children's mental health, and juvenile corrections services. The Division is soliciting proposals from qualified providers of Emergency Shelter Care services, subject to the attached Terms, Conditions and Exceptions. All services announced must be provided within the State of Nevada (physical location of Provider services not limited to DCFS Rural Region). Qualified providers are invited to submit proposals to offer Emergency Shelter Care services for children and youth in the care or custody of the DCFS Rural Region. Providers may submit proposals to offer services for a specific DCFS Rural Region area (Carson City, Churchill, Douglas, Elko, Esmeralda, Eureka, Humboldt, Lander, Lincoln, Lyon, Mineral, Nye, Pershing, Storey, and White Pine counties) or submit a proposal to provide Emergency Shelter Care services for the entire DCFS Rural Region. Qualified provider proposals must clearly describe how and where Emergency Shelter Care services will be provided for children and youth in the care or custody of the DCFS Rural Region (location, number of sites, number of available beds) and include a detailed Cost Proposal (daily, per client).

### **1.1 APPLICATION PROCESS**

The Division of Child & Family Services (DCFS or Division) is accepting proposals for the provision of Emergency Shelter Care services within the DCFS Rural Region. All proposals must be submitted in compliance with Sections 1 through 12 in Request for Proposal No. 4000 and referenced in the instructions below.

**Qualified providers are invited to submit a proposal that includes, at a minimum: Technical Proposal - Program Narrative (section 4), Primary Vendor Information – Company Background (section 5), References (section 6), and a detailed Cost Proposal (section 7).** Qualified providers may submit a proposal to offer services for a specific DCFS Rural Region area (Carson City, Churchill, Douglas, Elko, Esmeralda, Eureka, Humboldt, Lander, Lincoln, Lyon, Mineral, Nye, Pershing, Storey, and White Pine counties) or submit a proposal to provide Emergency Shelter Care services for the entire DCFS Rural Region.

Qualified providers are expected to offer services specified in their proposal. As such, the proposal should include detailed information about the capacity of the provider to serve clients, specific locations for services (Nye County-Pahrump, Elko/Humboldt Counties, Lyon County, Carson City, Pershing County-Lovelock, for example), daily/per client costs, and staff/client ratios. The Division is the sole source for determination of qualified providers. **Issuance of Contract does not guarantee referrals to the Provider.**

## **1.2 INSURANCE REQUIREMENTS**

Providers will be required to secure, maintain and pay for insurance coverage as determined by the Risk Management Division which may include but is not limited to: Workers' Compensation and Employment Liability, General Liability, Business Automobile Liability, and Professional Liability. Evidence of insurance is mandatory and should be submitted with Provider Applications to avoid rejection. Generally required coverage types and limits are included in Section 3.3 of the Scope of Work document for this RFP but may be modified by the Division to accommodate specific situations or services. All required coverage shall be specified in Section 16 of the Contract (see Sample Contract, Attachment C) and verified prior to final approval.

## **1.3 COMPENSATION RATES**

The Division intends to enter into one or more contracts for State Fiscal Year (SFY) 2008 – July 1, 2007 to June 30, 2008 - and (SFY) 2009 – July 1, 2008 through June 30, 2009 - based upon responses to Request for Proposal No. 4000.

Specific daily, per client rates will be a part of the Contract negotiation.

## **2.0 ACRONYMS/DEFINITIONS**

For the purposes of this RFP, the following acronyms/definitions will be used:

***Awarded Vendor***           The organization/individual that is awarded and has an approved contract with the State of Nevada for the services identified in this RFP.

***Confidential Information***           Any information relating to the amount or source of any income, profits, losses or expenditures of a person, including data relating to cost or price submitted in support of a bid or proposal. The term does not include the amount of a bid or proposal. See NRS §333.020(5)(b).

***Corrective Action Plan***           A Corrective Action Plan describes actions to be taken to eliminate the causes of an existing nonconformity or other undesirable situation. A

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Corrective Action Plan defines the measures to be taken to rectify conditions adverse to specified quality, and where necessary, to preclude repetition.

<b><i>Division</i></b>	Department of Health and Human Services, Division of Child and Family Services
<b><i>Committee</i></b>	An independent committee comprised of a majority of State officers or employees established to evaluate and score proposals submitted in response to the RFP pursuant to NRS §333.335.
<b><i>Goods</i></b>	Within the definition of NRS §104.2105 if provided as an integral part of this RFP.
<b><i>IEP</i></b>	Individualized Education Plan
<b><i>LOI</i></b>	Letter of Intent - notification of the State's intent to award a contract to a vendor, pending successful negotiations; all information remains confidential until the issuance of the formal notice of award.
<b><i>May</i></b>	Indicates something that is not mandatory but permissible.
<b><i>NAC</i></b>	Nevada Administrative Code
<b><i>NRS</i></b>	Nevada Revised Statutes
<b><i>NOA</i></b>	Notice of Award- formal notification of the State's decision to award a contract, pending Board of Examiners' approval of said contract, any non-confidential information becomes available upon written request.
<b><i>Program Manager</i></b>	Person who is employed by the PROVIDER who is responsible for the on-site supervision and consultation to the program and holds the appropriate educational/professional credentials defined in this announcement.
<b><i>Proprietary Information</i></b>	Any trade secret or confidential business information that is contained in a bid or proposal submitted on a particular contract.
<b><i>Public Record</i></b>	All books and public records of a governmental entity, the contents of which are not otherwise declared by law to be confidential (see NRS §333.333 and NRS §600A.030(5)) must be open to inspection by any person and may be fully copied or an abstract or memorandum may be prepared from those public books and public records.

<b><i>RFP</i></b>	Request for Proposal - a written statement which sets forth the requirements and specifications of a contract to be awarded by competitive selection NRS §333.020(7).
<b><i>Service Provider</i></b>	Persons directly employed or subcontracted by the PROVIDER to deliver direct program services in a group or family based residential program. Persons are the residential parents/workers who provide the direct services in either a family based or shift staff model. In a small Provider facility, the Direct Service Provider could be a Provider.
<b><i>SFY</i></b>	State Fiscal Year
<b><i>Shall/Must/Will</i></b>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<b><i>Should</i></b>	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.
<b><i>State</i></b>	The State of Nevada and any agency identified herein.
<b><i>Subcontractor</i></b>	Third party, not directly employed by the vendor, who will provide services identified in this RFP. This does not include third parties who provide support or incidental services to the vendor.
<b><i>Trade Secret</i></b>	Means information, including, without limitation, a formula, pattern, compilation, program, device, method, technique, product, system, process, design, prototype, procedure, computer programming instruction or code that: derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by the public or any other person who can obtain commercial or economic value from its disclosure or use; and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
<b><i>Vendor / Provider</i></b>	Organization/individual submitting a proposal in response to this RFP.

### **3.0 SCOPE OF WORK**

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- 3.1 EMERGENCY SHELTER CARE SERVICE DESCRIPTION**
- 3.2 GENERAL REQUIREMENTS FOR ALL DCFS SERVICE PROVIDERS**
- 3.3 CONTRACT INSURANCE REQUIREMENTS**

#### **3.1 EMERGENCY SHELTER CARE SERVICE DESCRIPTION**

Emergency shelter care is defined as short-term care, usually not to exceed 30 days. Emergency shelter care is provided until long-range plans can be made for a child who cannot be maintained in his/her own home because he/she is in clear and present danger of abuse, neglect, or exploitation or due to disruption of a subsequent out-of-home placement. Emergency shelter care consists of group or family based care in a facility of less than 15 beds (License 424). Emergency shelter care provides a structured, nurturing, safe and reassuring environment to children who are experiencing issues of grief and loss related to the disruption of their life. Emergency shelter care has the purpose of meeting the child's immediate emotional, physical, and crisis stabilization needs.

#### **Knowledge and Skills**

Knowledge of child development.  
Understanding of impact of abuse/neglect.  
Behavior management/limit setting in group-living situations.  
Relationship building.  
Communication skills.  
Knowledge of crisis intervention and referral.  
Safety, First Aid, CPR.  
Verifiable experience caring for children.  
Knowledge of sexual abuse, permanency for children, cultural issues, primary families, team building, separation and loss, discipline, effects of care giving.  
Understanding of, and ability to, coordinate services.  
Ability to operate and manage an emergency shelter facility. Skills to include fiscal recordkeeping, community relations, licensing and fire code responsiveness.  
Knowledge of case file documentation.

## Services

Provide temporary shelter and care for children ranging in age from 0-18 years. (There are current proposals before the Nevada Legislature that may limit shift-staff model programs to services for children ages 7-18 only.)

Available to accept placements 24 hrs a day, 7 days a week.

Provide a monthly progress report to DIVISION case manager relating to functioning levels, strengths, skills, and perceived long-term needs of the child.

Provides basic needs assessment and appropriate documentation.

Provide strategies to ease child's adjustment to the shelter and subsequent placement and coordinate with family members, foster families and other providers to ensure a smooth transition.

Provide adult supervision of children at all times.

Structure and daily routines consistent with the case plan.

Regular contacts with DIVISION case manager, including face to face meetings, to assist in the development of appropriate case plans.

Ensures reasonable contacts with siblings and parents in accordance with the case plan.

Coordination and facilitation of services provided by others, including schools, licensed professionals and case managers.

Transportation services to necessary appointments or arranges for such transportation in cooperation with DIVISION case manager.

Ensures child participation in social, recreational and community activities consistent with the child's developmental needs and regular staff monitoring of all off-site activities as developmentally and behaviorally appropriate.

Maintains necessary contact and cooperates with schools at a frequency to appropriately monitor school assignments, attendance, activities and school related problems.

Meet each child's physical space, clothing, and nutritional needs on a continuous and consistent basis.

Maintain weekly log of client behaviors and activities.

### Education and Experience Requirements

Overall management and direct supervisors shall have a minimum of a Bachelor's degree in social work, psychology, marriage and family therapy, psychiatric nursing or a related degree, or a minimum of four years experience as a direct service provider serving special needs children. Additionally, the person shall demonstrate one-year experience in caring for children in out of home placement. High school education or GED is required for direct service providers and one year of experience caring for children.

### Provider Staff Training

PROVIDER must provide initial, and annual post licensing, training that meets State of Nevada requirements for licensed foster homes.

Training shall emphasize skill development, knowledge acquisition, and education related to the care of emotionally and behaviorally challenging clients. Additional training shall include (but is not limited to): sexual abuse, cultural competency, permanency planning for children, team building, separation/loss and attachment issues, family systems, positive discipline, and working with DCFS child and family teams. Orientation to the PROVIDER organization, CPR/first aid/safety training, policy procedure dissemination may not be counted toward completion of annual post licensing training.

### Responsibilities of Provider

PROVIDER shall notify in advance the DIVISION'S regional contract representative and Foster Care Licensing personnel of any intent to accept or acceptance of children referred by agencies or persons other than the DIVISION. (See NAC 424.475, NAC 424.690, NAC 424.175)

The PROVIDER will supervise the placement to assure that the child's needs are being met.

PROVIDERS with multiple sites are responsible to ensure consistency of program services throughout program sites. PROVIDER will go onsite to provide supervision, consultation, technical assistance, and crisis management. PROVIDER shall provide and document the above services at a frequency of no less than two service visits per month per site.

Except in emergencies, the PROVIDER shall request prior approval for any medical, dental or psychological services to be provided on behalf of a child placed by the DIVISION. This prior approval shall be requested from the child's DIVISION case manager and documented in the PROVIDER'S case record.

The PROVIDER shall furnish each child with clothing, selected and purchased especially for the child, similar in appearance, quality and quantity to that worn by other children in the community. DIVISION clothing allowances shall be used for the purchase of each child's clothing needs in an expedient manner. Clothing purchases shall be documented and receipted. Inventory of clothing needs shall be done periodically. PROVIDER will ensure that each child has an adequate amount of clothing during placement and upon discharge. Inadequate clothing supplies shall be reported to the DIVISION case manager and documented in the PROVIDER'S case record. Incidental payments will be distributed directly and non-contingent to the child.

The PROVIDER will furnish transportation to each child for necessary medical, dental and counseling/mental health appointments as well as to specific social, recreational and community activities.

The PROVIDER will assume responsibility for maintaining a close liaison with the schools to prevent problems and provide support. The PROVIDER will facilitate academic support as identified via the IEP or school consultations. The DIVISION case manager shall be notified to participate in any Individual Education Plan (IEP) meetings.

PROVIDER shall participate as a team member with the DIVISION case manager to jointly identify and evaluate the child's needs and develop and implement the case plan.

PROVIDER shall submit a written report upon request by the DIVISION within three working days.

PROVIDER shall notify the DIVISION immediately when any of the following occur to children in the care of the DIVISION: serious illness, accident, runaway, physical restraint and commission of delinquent acts, and any behavior which is considered by the PROVIDER to be dangerous to the child, community, or other children at the facility or PROVIDER staff.

PROVIDER shall work together with the DIVISION case manager to plan and carry out appropriate plans for the discharge of each child from the PROVIDER'S facility. The PROVIDER shall prepare the child for his discharge and subsequent placement in cooperation with the DIVISION'S case manager.

PROVIDER shall permit the removal of any child in the care of the DIVISION when the DIVISION requests such removal. Discharge from the PROVIDER'S facility shall be planned in advance. PROVIDER, except in emergencies, shall give the DIVISION 10 working days prior written notice when requesting removal of children.

PROVIDER and their employees shall meet and comply with national, state and local licensing regulations and standards prior to the date of hire.

PROVIDER will provide DIVISION the dates of admissions and discharges within three (3) working days.

A child shall have access to regular contacts with family as documented in the case plan or as advised by DIVISION case manager unless specifically prohibited by the court or the DIVISION case manager.

DIVISION may require submission of specific program and client data on a weekly basis such as census, critical incident reports, and discharge information.

### **3.2 GENERAL REQUIREMENTS FOR ALL SERVICES**

#### **ELIGIBLE PERSONS**

Services may be provided following these guidelines:

- 3.2.1 Eligibility shall be determined by the Division of Child & Family Services (DIVISION). The DIVISION does not guarantee placement (s) to PROVIDER(S) of any eligible child.
- 3.2.2 The DIVISION has legal responsibility and/or legal custody of the children/youth placed with the PROVIDER.
- 3.2.3 The DIVISION must authorize the placement of a child/youth prior to any services being provided.

#### **NATIONAL GOALS**

Services provided a client under this agreement shall be directed toward achievement of one of the following goals:

Achieving or maintaining economic self-support to prevent, reduce or eliminate dependency.

Achieving or maintaining self-sufficiency, including reduction or prevention of dependency.

Preventing or remedying neglect, abuse or exploitation of children and adults unable to protect their own interests, or preserving, rehabilitating or uniting families.

Preventing or reducing inappropriate institutional care by providing for community based, home based or other forms of less intensive care.

## **REFERRAL PROCEDURES**

All referrals for placement in PROVIDER'S program shall be approved by the appropriate case manager and social work supervisor within the DIVISION (prior to admission). Failure to receive prior approval as evidenced by the signed disposition shall impact PROVIDER'S reimbursement.

The PROVIDER shall screen all placements, based on PROVIDER'S written admission criteria, before a child is placed in the home or program. Screening may be done by a review of the case record, a summary submitted by the DIVISION case manager, or face to face interview with the child and/or case manager.

## **RECORDS**

PROVIDER shall maintain individual records for each client as required by NAC 424.700, to include:

Placement authorization information - intake/referral packet, disposition, and any other information related to placement justification.

Clothing and incidental money accounting for each child.

School records - Individual Education Plan as appropriate.

Incident reports - Provide written incident report to DIVISION case manager immediately, regarding accident, run away, physical restraint and commission of delinquent acts, and any behavior which is considered by the PROVIDER to be dangerous to the child, community or Provider staff.

Contacts made with the client's family, school officials, other agency personnel (date of contact should be noted).

Health Record including a medical history, immunization records, doctor's visits.

School Record, to include a record of the child's school placement, adjustment to school, academic performance, and behavior.

Maintain books, records, documents, accounting procedures/practices and other evidence, which sufficiently and appropriately reflect all direct and indirect program costs.

PROVIDER shall maintain personnel records for each staff as required by NAC 425.705.

## **FISCAL RESPONSIBILITY, RECORDS AND MONITORING**

PROVIDER agrees to maintain, books, records, documents and other evidence, which sufficiently and properly reflect costs of any nature expended in the performance of this agreement. Records shall be maintained in accordance with generally accepted accounting standards.

## **MEDICATION RECORDS AND STORAGE**

PROVIDER agrees to store medication, prescribed and non-prescribed in a locked area and will maintain a medication log that shall include name, dosage, frequency of dosage, reason given and any unusual side effects. PROVIDER will comply with the provisions of NAC 424.560 for the administration of medication.

## **PROGRAM RECORDS**

PROVIDER agrees to maintain program records required by the DIVISION in an organized and updated manner that include, but is not limited to, employee personnel, payroll, insurance, client and medication records.

## **MONITORING RECORDS**

PROVIDER agrees that any program and facility inspection, review, copying and audit, including but not limited to, meetings with consumers, review of services records, review or service policy/procedure, staffing ratios, job descriptions and meetings with any staff directly or indirectly involved in the provision of services, may be conducted at any reasonable time by federal personnel and other persons duly authorized by the DIVISION.

## **RETENTION OF RECORDS**

PROVIDER agrees to retain all books, records, logs and other documentation relevant to this agreement for three (3) years. Federal auditors and persons duly authorized by the DIVISION shall have full access to and the right to examine and copy any of said materials during said period. Disposal of client records shall include shredding and/or removing any identifying client data from records.

## **AUDIT ADJUSTMENTS**

PROVIDER agrees that if an audit discloses DIVISION overpayments for services or misallocation of funds paid the provider on behalf of the child, the PROVIDER shall promptly reimburse the DIVISION such unallowable costs. If such audit discloses unpaid allowable costs, the DIVISION shall pay the PROVIDER such costs as are properly allowable as provided for herein.

## **SAFEGUARDING OF CLIENT INFORMATION AND CLIENT CONFIDENTIALITY**

PROVIDER is prohibited from using or disclosing any part of any information concerning a child for any purpose not directly connected with the administration of the DIVISION or the PROVIDER'S responsibilities with respect to services provided and purchased as stipulated in this contract.

PROVIDER shall comply with the provisions of NAC 424.485 (Confidentiality Regarding Children and Public Photographs of Children).

## **RESPONSIBILITIES OF THE DIVISION**

DIVISION staff may visit each child at least once during their Emergency Shelter Care stay. The case manager will assess the child's needs and determine if the child is receiving adequate care in accordance with their needs.

DIVISION shall notify the PROVIDER when any of the following events occur with the biological parents or relatives of children in the DIVISION'S care: death, serious illness, or accident.

DIVISION shall work jointly with the PROVIDER to plan and carry out appropriate plans for the discharge of each child in the DIVISION'S care from the PROVIDER'S program. DIVISION shall furnish the PROVIDER with the information needed to adequately prepare the child for his removal and subsequent placement.

DIVISION will provide each eligible child with a State of Nevada Medicaid Card.

DIVISION'S case manager shall provide the contract PROVIDER with the child's case plan, custody date, date of birth, and current eligibility period and Medicaid number.

## **DISCIPLINE AND PHYSICAL RESTRAINT**

PROVIDER and sub-contractor are prohibited from using corporal punishment as a form of discipline.

PROVIDER and sub-contractor are prohibited from using any form of demeaning or harsh punishment as a form of discipline.

PROVIDER and sub-contractor of any level of care is discouraged from practicing physical restraint of children. Physical restraint of children may be practiced ONLY if: (1) all methods of verbal and environmental de-escalation have failed, (2) the presenting behavior of the child demonstrates a clear and present danger to himself, provider staff, community or other children at the facility (3) PROVIDER and staff have been trained in a nationally recognized model of physical restraint and verbal de-escalation. PROVIDER shall require all child care staff to complete annual training in a nationally recognized

model of physical restraint and verbal de-escalation of children. PROVIDER shall maintain a written physical restraint log documenting each incident of physical restraint as to child's name, date, time, precipitating circumstances and outcome.

Physical restraint of children may not be associated with or applied as a punishment. PROVIDER and sub-contractor are prohibited from using any mechanical, leather or tie down restraints of any kind.

Physical restraint has the meaning defined in NRS Chapter 433 as amended. PROVIDER shall comply will all sections of NRS Chapter 433 which pertain to physical restraint or environmental deprivation of children.

## **RELIGIOUS ACTIVITIES**

PROVIDER shall not encourage or engage in any form of religious proselytizing with children placed by the DIVISION. Children must be given clear and consistent alternatives to any religious and/or spiritual education.

PROVIDER is responsible for providing adult supervision for children choosing NOT to attend religious or spiritual services. Adult supervision must be provided in the facility of the PROVIDER or other licensed non-religious resource.

## **CONTRACT SERVICES CORRECTIVE ACTION PLANS AND SANCTIONS**

The DIVISION shall audit the PROVIDER'S program performance to ensure the PROVIDER is implementing the programming outlined in the accepted proposal and contract. PROVIDERS shall cooperate fully with the DIVISION and any Corrective Action Plans by providing any and all requested documentation and access to program files, notes, fiscal data and clients.

PROVIDER shall complete to the satisfaction of the DIVISION any Corrective Action Plan issued by the DIVISION within the time frame prescribed in the audit report and Corrective Action Plan. Any PROVIDER who fails to complete any Corrective Action Plan within the time frame specified and to the satisfaction of the DIVISION, shall be subject to sanctions which may include suspension of referrals or termination of contract.

## **OTHER FEDERAL REQUIREMENTS**

PROVIDER shall comply with the requirements of the Civil Rights Act of 1964, Executive Order No. 11246 entitled "Equal Employment Opportunity" as amended by Executive Order No. 11375 and as supplemented in Department of Labor regulations (41 CFR part 60).

PROVIDER shall operate at all times in compliance with the Federal Clean Air Act, the Federal Clean Water Act and adhere to all regulations promulgated by the U.S. Environmental Protection Agency.

PROVIDER shall comply with provisions of the Multi Ethnic Placement Act of 1994 (MEPA) as amended by the Interethnic Adoption Provisions of the Small Business Job Protection Act of 1996, MEPA Section 1808 and the Resolution Agreement between the DIVISION and the U. S. Department of Health & Human Services, Office For Civil Rights. A copy of the agreement dated April 10, 2000 and the DIVISION’S procedures for compliance with MEPA Section 1808 as amended are available to PROVIDER on request.

PROVIDER shall comply with Part II of the U.S. Department of Health & Human Services, Administration for Children & Families, 45 CFR Parts, 1355, 1356 and 1357 of the Title IV-E Foster Care Eligibility Review and Child & Family Services State Plan Review: Final Rule.

**PAYMENT RATE**

Rates charged for those children placed privately or by agencies other than the DIVISION may not be less than the rates charged the DIVISION. Payment shall be made for the day of admission but not for the day of discharge. Medicaid billing not allowable for children and youth placed under the contract.

**MEDICAL**

DIVISION will provide each eligible child with a State of Nevada Medicaid Card. Except in emergencies, the PROVIDER shall request prior approval by the DIVISION for medical, dental or psychological services to be provided on behalf of a child placed by the DIVISION.

**3.3 Contract Insurance Requirements**

	Workers’ Compensation	General Liability (General Aggregate / Each Occurrence) Includes Physical & Sexual Abuse	Homeowners Liability (General Aggregate / Each Occurrence)	Business Auto Liability	Professional Liability / Errors and Omissions (General Aggregate)
<b><u>Emergency Shelter Care</u></b>	Minimum limit of \$500,000 each employee, per accident	\$2,000,000 / \$1,000,000	Not Applicable	\$1,000,000	\$1,000,000

Notes:

- 1) All proposals must be submitted with the required certificates of Insurance. Applications may be rejected if certificates of insurance are not attached.
- 2) All certificates of Insurance must list DCFS as a Certificate Holder. Have your agent send it to: DCFS, Attn: Joe Pritchard, 4126 Technology Way, 3<sup>rd</sup> Floor, Carson City, NV 89706.
- 3) DCFS must be listed as an Additional Insured on all required Commercial Liability policies and Endorsement Certificates must be provided.

#### **4.0 TECHNICAL PROPOSAL – PROGRAM NARRATIVE**

Instructions: Provide the information requested below. Identify the section or question number and provide the relevant information or respond to the question. Provide information in the order asked.

##### **4.1 PROGRAM DESCRIPTION**

Describe the PURPOSE, METHODS AND GOALS of the program.

Include:

- 4.1.1 What the program will provide for the children/youth and how it will be accomplished;
- 4.1.2 If the program provides skills training, describe the training methods and skills taught;
- 4.1.3 Describe program philosophy and procedures for family involvement;
- 4.1.4 How results or outcomes will be measured and how often.
- 4.1.5 **Provide a SAMPLE DAILY ACTIVITY SCHEDULE for one week, including weekends and holidays.**  
The schedule must include social, recreational and educational activities.

##### **4.2 PROGRAM MONITORING OF MULTIPLE SITES**

- 4.2.1 Describe how the program will ensure programming quality in multiple sites (include monitoring, consultation and technical assistance);
- 4.2.2 Describe how the program will provide crisis intervention / management to multiple sites. Specify actions staff and supervision staff will take to help stabilize youth and prevent disruption.

##### **4.3 DISCHARGE/REMOVAL**

Describe program's philosophy and procedures for transitioning children to less restrictive placements, connecting with community resources, and reunification with parents.

#### **4.4 DISCIPLINE POLICIES**

Describe the program's discipline policy.

Include:

- Type(s) of discipline used;
- Conditions under which each type of discipline will be used;
- Types of discipline not permitted (corporal punishment and violation of personal rights);
- Provisions for contact with parents and/or placement representatives (conferences).

**NOTE:** Physical management and like techniques shall not be included as part of a program's discipline policy nor written into individual needs and services plans. Such techniques are not to be a planned step in modifying behavior. They are considered to be emergency physical control techniques designed to prevent injury to the child/youth or others.

#### **4.5 DOCUMENTATION / INCIDENT REPORTS**

Describe procedure to document and notify Division representative of incidents.

#### **4.6 MEDICAL/DENTAL**

[Reference NAC 424.555, NAC 424.560]

Describe procedures used to identify and handle medical, dental, and psychiatric emergencies.

#### **4.7 PROVIDER QUALIFICATIONS**

1. Describe providers past experience performing duties of a reasonably related manner.
2. Provide copies of resumes of all key project personnel.

#### **4.8 STAFF SCHEDULE**

- 4.8.1 Provide a staff work schedule for each facility site that includes, job classifications, days and hours worked.
- 4.8.2 Specify the number of hours the program manager will be at each facility each week.
- 4.8.3 Specify the number of facilities for which the program manager is responsible.

#### **4.9 JOB DESCRIPTIONS**

1. Provide JOB DESCRIPTIONS for each classification to be used by the program.

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Each JOB DESCRIPTION must include:

- Duties and responsibilities;
- Minimum Qualifications, including special licenses (describe type of license) or certificates required by the profession;
- Special skills needed to perform the job; and
- Lines of supervision

#### **4.10 TRAINING FOR STAFF**

[Reference: NAC 424.670]

1. Describe the plan to provide training and education for staff that meets foster home licensing requirements.

Include:

- Which staff will receive training (new and existing);
- Position or person who will do the training and his/her qualifications;
- Approximate length of training;
- Initial and ongoing curricula; and
- How special training needs are identified and met.

### **5.0 PRIMARY VENDOR INFORMATION - COMPANY BACKGROUND**

#### **5.1 PRIMARY VENDOR INFORMATION**

Vendors must provide a company profile. Information provided shall include:

- 5.1.1 Company ownership (sole proprietor, partnership, etc).

- 5.1.1.1 Incorporated companies must identify the state in which the company is incorporated and the date of incorporation. **Please be advised**, pursuant to NRS §80.010, incorporated companies must register with the State of Nevada, Secretary of State's Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS §80.015.

- 5.1.1.2 The selected vendor, prior to doing business in the State of Nevada, must be appropriately licensed by the Department of Taxation, in accordance with NRS §360.780.

- 5.1.2 Disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigation pending which involves the vendor or in which the vendor has been judged guilty or liable with the State of Nevada.

- 5.1.3 Location(s) of the company offices and location of the office that will provide the services described in this RFP.

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- 5.1.4 Is your firm a resident of Nevada or a resident of another state? If so, please list the state of residence. Does your resident state apply a preference, which is not afforded to bidders or vendors who are residents in the state of Nevada. This information may be utilized in determining whether an inverse preference applies pursuant to NRS §333.336.
- 5.1.5 Number of employees both locally and nationally.
- 5.1.6 Location(s) from which employees will be assigned.
- 5.1.7 Name, address and telephone number of the vendor's point of contact for a contract resulting from this RFP.
- 5.1.8 Company background/history and why vendor is qualified to provide the services described in this RFP.
- 5.1.9 Length of time vendor has been providing services described in this RFP to the **public and/or private sector**. Please provide a brief description.
- 5.1.10 Has the vendor ever been engaged under contract by any State of Nevada agency?  
 Yes    No If "Yes," specify when, for what duties, and for which agency.
- 5.1.11 Is the vendor or any of the vendor's employees employed by the State of Nevada, any of its political subdivisions or by any other government?  
 Yes    No If "Yes," is that employee planning to render services while on annual leave, compensatory time, sick leave, or on his own time?
- 5.1.12 Resumes for key staff to be responsible for performance of any contract resulting from this RFP.
- 5.1.13 **Financial information and documentation to be included in Part III of your response in accordance with the Submittal Instructions.**
  - 5.1.13.1       Dun and Bradstreet number
  - 5.1.13.2       Federal Tax Identification Number
  - 5.1.13.3       The last two - (2) years and current year interim:  
Profit and Loss Statement  
Balance Statement

## 6.0 **REFERENCES**

Vendors should provide a minimum of three (3) references from similar projects performed for private, state and/or large local government clients within the last three years. **Vendors are required to submit Attachment D, Reference Form to the business references they list. The business references must submit the Reference Form directly to the Division of Child and Family Services.** It is the vendor's responsibility to ensure that completed forms are received by the Division of Child and Family Services on or before the proposal submission deadline for inclusion in the evaluation process. Business References not received, or not complete, may adversely affect the vendor's score in the evaluation process. The Division of Child and Family Services may contact any or all business references for validation of information submitted.

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- 6.2.1 Client name;
- 6.2.2 Project description;
- 6.2.3 Project dates (starting and ending);
- 6.2.4 Technical environment; (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware)
- 6.2.5 Staff assigned to reference engagement that will be designated for work per this RFP;
- 6.2.6 Client project manager name, telephone number, fax number and e-mail address.

**6.3 SUBCONTRACTOR INFORMATION**

6.3.1 Does this proposal include the use of subcontractors?

Yes \_\_\_\_\_ No  X  Unknown \_\_\_\_\_

If “Yes”, vendor must:

6.3.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor will perform services.

6.3.1.2 Provide the same information for any proposed subcontractors as requested in the Primary Vendor Information section.

6.3.1.3 References as specified above must be provided for any proposed subcontractors.

6.3.1.4 The State may require that the awarded vendor provide proof of payment to any subcontractors used for this project. Proposals should include a plan by which, at the State’s request, the State will be notified of such payments.

6.3.1.5 Primary vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the using agency.

6.3.1.6 Primary vendor must notify the using agency of the intended use of any subcontractors not identified within their response and receive agency approval prior to subcontractor commencing work.

## 7.0 COST PROPOSAL

**Note: All Cost Proposals shall be submitted to the State as a separate, sealed package and clearly marked: “Cost Proposal in Response to RFP No. 4000”, please refer to the Submittal Instructions for further instruction.**

- 7.1 Vendors must provide detailed fixed prices for all costs associated with the responsibilities and related services. Cost Proposals should reflect detailed information about the Vendor’s capacity to provide Emergency Shelter Care services for children and youth in the DCFS Rural Region, specific locations for services, and daily/per client costs.

## 8.0 PAYMENT

- 8.1 Payment for the contracted service will be within 30 days upon receipt of invoice and using agency approval.

Payment tied to a daily rate per child or youth. The State generally pays for services billed on a monthly basis, upon receipt of an invoice and using agency approval.

## 9.0 SUBMITTAL INSTRUCTIONS

- 9.1 In lieu of a pre-proposal conference, the Division of Child and Family Services will accept questions and/or comments in writing, received either by mail, facsimile or e-mail regarding this RFP as follows:

Questions must reference the identifying RFP number and be addressed to the State of Nevada, Division of Child and Family Services, Attn: Joe Pritchard, 4126 Technology Way, 3<sup>rd</sup> Floor, Carson City, NV 89706, e-mailed to [jhpritch@dcfs.state.nv.us](mailto:jhpritch@dcfs.state.nv.us). The deadline for submitting questions is April 19, 2007 at 5p.m., Pacific Time. All questions and/or comments will be addressed on the DCFS website at [www.dcfs.state.nv.us](http://www.dcfs.state.nv.us) on or about April 26, 2007. Please provide company name, address, phone number, fax number, e-mail address and contact person when submitting questions.

- 9.2 RFP Timeline

<b><i>TASK</i></b>	<b><i>DATE/TIME</i></b>
Deadline for submitting questions	April 19, 2007
Answers to all questions submitted available on or about	April 26, 2007

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**“Cost Proposal in Response to RFP No. 4000”**

**Part III: Confidential Information:**

One (1) original marked “MASTER”  
3 identical copies

Confidential Information shall be submitted to the State in a sealed package and be clearly marked:

**“Confidential Information in Response to RFP No. 4000”**

If the separately sealed proposal, marked as required above, is enclosed in another container for mailing purposes, the outermost container must fully describe the contents of the package and be clearly marked:

REQUEST FOR PROPOSAL NO.: 4000  
**PROPOSAL OPENING DATE: May 3, 2007**  
FOR: Emergency Shelter Care Services

9.3.2 **Proposal must be received at the address referenced below no later than 3:00pm Pacific Time on May 3, 2007.** Proposals that do not arrive by proposal opening time and date WILL NOT BE ACCEPTED. Vendors may submit their proposal any time prior to the above stated deadline.

9.3.3 **Proposal shall be submitted to:**

Division of Child and Family Services  
4126 Technology Way, 3<sup>rd</sup> Floor  
Carson City, NV 89706  
Attn: Joe Pritchard

9.4 The State will not be held responsible for proposal envelopes mishandled as a result of the envelope not being properly prepared. Facsimile, e-mail or telephone proposals will **NOT** be considered.

9.5 Although it is a public opening, only the names of the vendors submitting proposals will be announced NRS §333.335(6). Technical and cost details about proposals submitted will not be disclosed. Assistance for handicapped, blind or hearing-impaired persons who wish to attend the RFP opening is available. If special arrangements are necessary, please notify the Division of Child and Family Services designee as soon as possible and at least two days in advance of the opening

9.6 If discrepancies are found between two or more copies of the proposal, the master copy will provide the basis for resolving such discrepancies. If one copy of the proposal is not clearly marked “MASTER,” the State may reject the proposal.

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However, the State may at its sole option, select one copy to be used as the master.

- 9.7 For ease of evaluation, the proposal should be presented in a format that corresponds to and references sections outlined within this RFP and should be presented in the same order. Responses to each section and subsection should be labeled so as to indicate which item is being addressed. Exceptions to this will be considered during the evaluation process.
- 9.8 If complete responses cannot be provided without referencing confidential information, such confidential information must be provided in accordance with submittal instructions and specific references made to the tab, page, section and/or paragraph where the confidential information can be located.
- 9.9 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive bindings, colored displays, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
- 9.10 Descriptions on how any and all equipment and/or services will be used to meet the requirements of this RFP shall be given, in detail, along with any additional information documents that are appropriately marked.
- 9.11 The proposal must be signed by the individual(s) legally authorized to bind the vendor, see NRS §333.337.
- 9.12 For ease of responding to the RFP, vendors are encouraged, but not required, to request an electronic copy of the RFP. Electronic copies are available on the State Division of Child and Family Services' website in PDF format at <http://dcfs.state.nv.us> When requesting an RFP via e-mail, vendors should contact the Division of Child and Family Services for assistance.
- 9.13 Vendors utilizing an electronic copy of the RFP in order to prepare their proposal should place their written response in *an easily distinguishable font* immediately following the applicable question.
- 9.14 ***For purposes of addressing questions concerning this RFP, the sole contact will be the Division of Child and Family Services. Upon issuance of this RFP, other employees and representatives of the agencies identified in the RFP will not answer questions or otherwise discuss the contents of this RFP with any prospective vendors or their representatives. Failure to observe this restriction may result in disqualification of any subsequent proposal NAC §333.155(3).***

This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

- 9.15 Vendor who believes proposal requirements or specifications are unnecessarily restrictive or limit competition may submit a request for administrative review, in writing, to the Division of Child and Family Services. To be considered, a request for review must be **received** no later than the deadline for submission of **questions**.

The Division of Child and Family Services shall promptly respond in writing to each written review request, and where appropriate, issue all revisions, substitutions or clarifications through a written amendment to the RFP.

Administrative review of technical or contractual requirements shall include the reason for the request, supported by factual information, and any proposed changes to the requirements.

- 9.16 If a vendor changes any material RFP language, vendor's response may be deemed non-responsive. NRS §333.311.
- 9.17 Vendors are cautioned that some services may contain licensing requirement(s). Vendors shall be proactive in verification of these requirements prior to proposal submittal. Proposals, which do not contain the requisite licensure, may be deemed non-responsive. However, this does not negate any applicable Nevada Revised Statute (NRS) requirements.

## **10. PROPOSAL EVALUATION AND AWARD PROCESS**

- 10.1 Proposals shall be consistently evaluated and scored in accordance with NRS §333.335(3) based upon the following criteria listed:

- Demonstrated competence
- Experience in performance of comparable engagements
- Conformance with the terms of this RFP
- Expertise and availability of key personnel
- Reasonableness of cost

**Proposals shall be kept confidential until a contract is awarded.**

- 10.2 The evaluation committee may also contact the references provided in response to the Section identified as Company Background (5.1.8) and References (6.0); contact any vendor to clarify any response; contact any current users of a vendor's services; solicit information from any available source concerning any aspect of a proposal; and seek and review any other information deemed pertinent to the

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evaluation process. The evaluation committee shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interests of the State of Nevada NRS § 333.335(5)

- 10.3 Each vendor must include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any proposal. The State reserves the right to reject any proposal based upon the vendor's prior history with the State or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures. See generally, NRS §333.335.
- 10.4 Clarification discussions may, at the State's sole option, be conducted with vendors who submit proposals determined to be acceptable and competitive NAC §333.165. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals. Such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing vendors.
- 10.5 A Letter of Intent (LOI) to Award shall be issued in accordance with NAC §333.170. Any award is contingent upon the successful negotiation of final contract terms and upon approval of the Board of Examiners, when required. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and until an agreement is reached. If contract negotiations cannot be concluded successfully, the State upon written notice to all vendors may negotiate a contract with the next highest scoring vendor or withdraw the RFP.
- 10.6 Any contract resulting from this RFP shall not be effective unless and until approved by the Nevada State Board of Examiners (NRS 284.173).

## **11. TERMS, CONDITIONS AND EXCEPTIONS**

- 11.1 Performance of vendors may be evaluated anytime during the first year of the contract award and then annually for the term of the contract by the using State agency in six categories of performance would or could be: customer service; timeliness; quality; technology; flexibility; and pricing. Vendors may request notification in writing of their rating.
- 11.2 In accordance with Nevada Revised Statute 333.336, if a vendor submitting a proposal in response to this solicitation is a resident of another state, and with respect to contracts awarded by that state, applies to vendors who are residents of

that state a preference, which is not afforded to vendors or contractors who are residents of the State of Nevada, the State of Nevada, Division of Child and Family Services shall, insofar as is practicable, increase the out of state vendor's proposal by an amount that is substantially equivalent to the preference that the other state of which the vendor is a resident denies to vendors or contractors who are residents of the State of Nevada.

- 11.3 This procurement is being conducted in accordance with NRS chapter 333 and NAC chapter 333.
- 11.4 The State reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the State to do so.
- 11.5 The State reserves the right to waive informalities and minor irregularities in proposals received.
- 11.6 The State reserves the right to reject any or all proposals received prior to contract award (NRS §333.350).
- 11.7 The State shall not be obligated to accept the lowest priced proposal, but will make an award in the best interests of the State of Nevada after all factors have been evaluated (NRS §333.335).
- 11.8 Any irregularities or lack of clarity in the RFP should be brought to the Division of Child and Family Services designee's attention as soon as possible so that corrective addenda may be furnished to prospective vendors.
- 11.9 Proposals must include any and all proposed terms and conditions, including, without limitation, written warranties, maintenance/service agreements, license agreements, lease purchase agreements and the vendor's standard contract language. The omission of these documents renders a proposal non-responsive.
- 11.10 Alterations, modifications or variations to a proposal may not be considered unless authorized by the RFP or by addendum or amendment.
- 11.11 Proposals, which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of this contract, may be rejected.
- 11.12 Proposals from employees of the State of Nevada will be considered in as much as they do not conflict with the State Administrative Manual, NRS Chapter §281 and NRS Chapter §284.

- 11.13 Proposals may be withdrawn by written or facsimile notice received prior to the proposal opening time. Withdrawals received after the proposal opening time will not be considered except as authorized by NRS §333.350(3).
- 11.14 The price and amount of this proposal must have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or prospective vendor. Collaboration among competing vendors about potential proposals submitted pursuant to this RFP is prohibited and may disqualify the vendor. Complementary proposals are illegal and prohibited.
- 11.15 No attempt may be made at any time to induce any firm or person to refrain from submitting a proposal or to submit any intentionally high or noncompetitive proposal. All proposals must be made in good faith and without collusion.
- 11.16 Prices offered by vendors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded vendor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded vendor for implementation of their proposal.
- 11.17 The State is not liable for any costs incurred by vendors prior to entering into a formal contract. Costs of developing the proposal or any other such expenses incurred by the vendor in responding to the RFP, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the State.
- 11.18 All proposals submitted become the property of the State, selection or rejection does not affect this right; proposals will be returned only at the State's option and at the vendor's request and expense. The master technical proposal, the master cost proposal and Confidential Information of each response shall be retained for official files. Only the master technical and master cost will become public record after the award of a contract. The failure to separately package and clearly mark Part III – which contains Confidential Information, Trade Secrets and/or Proprietary Information, shall constitute a complete waiver of any and all claims for damages caused by release of the information by the State.
- 11.19 The awarded vendor must maintain, for the duration of its contract, insurance coverages as set forth in the Insurance Schedule of the contract form appended to this RFP. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverages. Failure to maintain any required insurance coverage or acceptable alternative method of insurance will be deemed a breach of contract.

Notwithstanding any other requirement of this section, the State reserves the right to consider reasonable alternative methods of insuring the contract in lieu of the

insurance policies required by the Insurance Schedule (3.3). It will be the awarded vendor's responsibility to recommend to the State alternative methods of insuring the contract. Any alternatives proposed by a vendor should be accompanied by a detailed explanation regarding the vendor's inability to obtain insurance coverage as described below. The State shall be the sole and final judge as to the adequacy of any substitute form of insurance coverage.

- 11.20 Each vendor must disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict should be disclosed. By submitting a proposal in response to this RFP, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest will automatically result in the disqualification of a vendor's proposal. An award will not be made where a conflict of interest exists. The State will determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.
- 11.21 The State will not be liable for Federal, State, or Local excise taxes NRS §372.325.
- 11.22 Attachment B of this RFP shall constitute an agreement to all terms and conditions specified in the RFP, including, without limitation, the Attachment C contract form and all terms and conditions therein, except such terms and conditions that the vendor expressly excludes. Exceptions will be taken into consideration as part of the evaluation process.
- 11.23 The State reserves the right to negotiate final contract terms with any vendor selected NAC §333.170. The contract between the parties will consist of the RFP together with any modifications thereto, and the awarded vendor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the State during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, the RFP, any modifications and clarifications to the awarded vendor's proposal, and the awarded vendor's proposal. Specific exceptions to this general rule may be noted in the final executed contract.
- 11.24 Vendor understands and acknowledges that the representations above are material and important, and will be relied on by the State in evaluation of the proposal.

Any vendor misrepresentation shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.

- 11.25 No announcement concerning the award of a contract as a result of this RFP can be made without the prior written approval of the State.
- 11.26 The Nevada Attorney General will not render any type of legal opinion regarding this transaction.
- 11.27 Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and chapter 333 of the Nevada Administrative Code.
- 11.28 Local governments (as defined in NRS §332.015) are intended third party beneficiaries of any contract resulting from this RFP and any local government may join or use any contract resulting from this RFP subject to all terms and conditions thereof pursuant to NRS §332.195. The State is not liable for the obligations of any local government which joins or uses any contract resulting from this RFP.
- 11.29 Any person who requests or receives a Federal contract, grant, loan or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and will not make, any payment prohibited by subsection (a) of 31 U.S.C. §1352.
- 11.30 The master copy of each proposal shall be retained for official files and will become public record after the award of a contract unless the proposal or specific parts of the proposal can be shown to be exempt by law (NRS 333.333). Each vendor may clearly label all or part of a proposal as "CONFIDENTIAL" provided that the vendor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the information. If a public records request for labeled information is received by the State, the State will notify the vendor of the request and delay access to the material until seven working days after notification to the vendor. Within that time delay, it will be the duty of the vendor to act in protection of its labeled information. Failure to so act shall constitute a complete waiver.

**12. SUBMISSION CHECKLIST**

This checklist is provided for vendor’s convenience only and identifies documents that must be submitted with each package in order to be considered responsive. Any proposals received without these requisite documents may be deemed non-responsive and not considered for contract award.

**Part I: Completed**

- 1. Required number of Technical proposals (per Submittal Instructions) \_\_\_\_\_
- 2. **Required Forms to be submitted with technical proposal under section/tab labeled “State Documents”;** \_\_\_\_\_
  - a. Page 1 of the RFP completed \_\_\_\_\_
  - b. All Amendments completed and signed \_\_\_\_\_
  - c. Primary Vendor Attachments A & B signed \_\_\_\_\_
  - d. Primary Vendor Information provided \_\_\_\_\_
  - e. Certificate of Insurance \_\_\_\_\_
  - g. (other) \_\_\_\_\_

**Part II:**

- 1. Required number of Cost proposals (per Submittal Instructions) \_\_\_\_\_
- 2. (other) \_\_\_\_\_

**Part III:**

- 1. Required number of Confidential Information (per Submittal Instructions and defined in Acronyms/Definitions) \_\_\_\_\_
- 2. Financial Information \_\_\_\_\_

**REMINDERS:**

- Send out Reference forms for Primary Vendor (with Part A completed) \_\_\_\_\_

## Attachment A

### CONFIDENTIALITY OF PROPOSALS AND CERTIFICATION OF INDEMNIFICATION PRIMARY VENDOR

Submitted proposals, which are marked “confidential” in their entirety, or those in which a significant portion of the submitted proposal is marked “confidential” **will not** be accepted by the State of Nevada. Pursuant to NRS §333.333, only specific parts of the proposal may be labeled a “trade secret” as defined in NRS §600A.030(5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendors’ technical and cost proposals become public information. In accordance with the Submittal Instructions of this document, vendors are requested to submit confidential information in a separate envelope or binder marked “confidential.”

The State will not be responsible for any information contained within the proposal should vendors not comply with the labeling and packing requirements, proposals will be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that will be in an open meeting format, the proposals will remain confidential.

By signing below, I understand it is my responsibility as the vendor to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. I duly realize failure to so act will constitute a complete waiver and all submitted information will become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

This proposal contains either Confidential Information, Trade Secrets and/or Proprietary information as defined in Section 2 “ACRONYMS/DEFINITIONS.”

YES \_\_\_\_\_

NO \_\_\_\_\_

SIGNATURE \_\_\_\_\_  
Primary Vendor

\_\_\_\_\_  
Date

PRINT NAME \_\_\_\_\_  
Primary Vendor

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## Attachment B

### CERTIFICATION OF COMPLIANCE WITH TERMS AND CONDITIONS OF RFP PRIMARY VENDOR

I have read, understand and agree to comply with the terms and conditions specified in this Request for Proposal.

Checking “YES” indicates acceptance of all terms and conditions, while checking “NO” denotes non-acceptance and vendor’s exceptions should be detailed below. In order for any exceptions to be considered they **MUST** be documented.

YES \_\_\_\_\_ I agree.      NO \_\_\_\_\_ Exceptions below:

SIGNATURE \_\_\_\_\_  
Primary Vendor

\_\_\_\_\_  
Date

PRINT NAME \_\_\_\_\_  
Primary Vendor

#### EXCEPTION SUMMARY FORM

RFP SECTION NUMBER	RFP PAGE NUMBER	EXCEPTION (PROVIDE A DETAILED EXPLANATION)

Attach additional sheets if necessary. Please use this format.

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## **Attachment C**

### **CONTRACT FORM**

The following State Contract Form is provided as a courtesy to vendors interested in responding to this RFP. Please review the terms and conditions in this form, as this is the standard contract used by the State for all services of independent contractors. It is not necessary for vendors to complete the Contract Form with their proposal responses.

**All vendors are required to submit a Certificate of Insurance in the “State Documents tab/section of their technical proposal identifying the coverages and minimum limits currently in effect.**

**Please pay particular attention to the insurance requirements, as specified in paragraph 16 of the attached contract.**

As with all other requirements of this RFP, vendors may take exception to any of the terms in the Contract Form, including the required insurance limits. Exceptions will be considered during the evaluation process.

Unless specified as above, the insurance minimum limits will be negotiated at the time the State issues a Letter of Intent to Award.

**Attachment C**  
**CONTRACT FOR SERVICES OF INDEPENDENT CONTRACTOR**

A Contract Between the State of Nevada  
Acting By and Through Its

(NAME, ADDRESS, PHONE AND FACSIMILE NUMBER OF CONTRACTING AGENCY)

and

(NAME, CONTACT PERSON, ADDRESS, PHONE, FACSIMILE NUMBER OF INDEPENDENT CONTRACTOR)

WHEREAS, NRS 284.173 authorizes elective officers, heads of departments, boards, commissions or institutions to engage, subject to the approval of the Board of Examiners, services of persons as independent contractors; and

WHEREAS, it is deemed that the service of Contractor are both necessary and in the best interests of the State of Nevada;

NOW, THEREFORE, in consideration of the aforesaid premises, the parties mutually agree as follows:

1. **REQUIRED APPROVAL.** This Contract shall not become effective until and unless approved by the Nevada State Board of Examiners.
2. **DEFINITIONS.** "State" means the State of Nevada and any state agency identified herein, its officers, employees and immune contractors as defined in NRS §41.0307. "Independent Contractor" means a person or entity that performs services and/or provides goods for the State under the terms and conditions set forth in this Contract. "Fiscal Year" is defined as the period beginning July 1 and ending June 30 of the following year.
3. **CONTRACT TERM.** This Contract shall be effective from \_\_\_\_\_ subject to Board of Examiners' approval (anticipated to be \_\_\_\_\_) to \_\_\_\_\_, unless sooner terminated by either party as specified in paragraph (10).
4. **NOTICE.** Unless otherwise specified, termination shall not be effective until \_\_\_\_ calendar days after a party has served written notice of default, or without cause upon the other party. All notices or other communications required or permitted to be given under this Contract shall be in writing and shall be deemed to have been duly given if delivered personally in hand, by telephonic facsimile with simultaneous regular mail, or mailed certified mail, return receipt requested, postage prepaid on the date posted, and addressed to the other party at the address specified above.
5. **INCORPORATED DOCUMENTS.** The parties agree that the scope of work shall be specifically described; this Contract incorporates the following attachments in descending order of constructive precedence; a Contractor's Attachment shall not contradict or supersede any State specifications, terms or conditions without written evidence of mutual assent to such change appearing in this Contract:

ATTACHMENT AA: STATE SOLICITATION (RFP # \_\_\_\_\_) and ATTACHMENTS #1, ETC.;  
SCOPE OF WORK  
ATTACHMENT BB: CONTRACTOR'S RESPONSE

6. **CONSIDERATION.** The parties agree that Contractor will provide the services specified in paragraph (5) at a cost of \$ \_\_\_\_\_ per \_\_\_\_\_ (state the exact cost or hourly, daily, or weekly rate exclusive of travel or per diem expenses) with the total Contract or installments payable: \_\_\_\_\_, not to exceed \$ \_\_\_\_\_. The State does not agree to reimburse Contractor for expenses unless otherwise specified in the incorporated attachments. Any intervening end to a biennial appropriation period shall be deemed an automatic renewal (not changing the overall Contract term) or a termination as the results of legislative appropriation may require.

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*RFP No. 4000*

7. ASSENT. The parties agree that the terms and conditions listed on incorporated attachments of this Contract are also specifically a part of this Contract and are limited only by their respective order of precedence and any limitations specified.

8. TIMELINESS OF BILLING SUBMISSION. The parties agree that timeliness of billing is of the essence to the contract and recognize that the State is on a fiscal year. All billings for dates of service prior to July 1 must be submitted to the State no later than the first Friday in August of the same year. A billing submitted after the first Friday in August, which forces the State to process the billing as a stale claim pursuant to NRS 353.097, will subject the Contractor to an administrative fee not to exceed \$100.00. The parties hereby agree this is a reasonable estimate of the additional costs to the State of processing the billing as a stale claim and that this amount will be deducted from the stale claim payment due to the Contractor.

9. INSPECTION & AUDIT.

a. Books and Records. Contractor agrees to keep and maintain under general accepted accounting principles (GAAP) full, true and complete records, contracts, books, and documents as are necessary to fully disclose to the State or United States Government, or their authorized representatives, upon audits or reviews, sufficient information to determine compliance with all state and federal regulations and statutes.

b. Inspection & Audit. Contractor agrees that the relevant books, records (written, electronic, computer related or otherwise), including, without limitation, relevant accounting procedures and practices of Contractor or its subcontractors, financial statements and supporting documentation, and documentation related to the work product shall be subject, at any reasonable time, to inspection, examination, review, audit, and copying at any office or location of Contractor where such records may be found, with or without notice by the State Auditor, the relevant state agency or its contracted examiners, the Department of Administration, Budget Division, the Nevada State Attorney General's Office or its Fraud Control Units, the State Legislative Auditor, and with regard to any federal funding, the relevant federal agency, the Comptroller General, the General Accounting Office, the Office of the Inspector General, or any of their authorized representatives. All subcontracts shall reflect requirements of this paragraph.

c. Period of Retention. All books, records, reports, and statements relevant to this Contract must be retained a minimum three years and for five years if any federal funds are used in the Contract. The retention period runs from the date of payment for the relevant goods or services by the State, or from the date of termination of the Contract, whichever is later. Retention time shall be extended when an audit is scheduled or in progress for a period reasonably necessary to complete an audit and/or to complete any administrative and judicial litigation which may ensue.

10. CONTRACT TERMINATION.

a. Termination Without Cause. Any discretionary or vested right of renewal notwithstanding, this Contract may be terminated upon written notice by mutual consent of both parties or unilaterally by either party without cause.

b. State Termination for Nonappropriation. The continuation of this Contract beyond the current biennium is subject to and contingent upon sufficient funds being appropriated, budgeted, and otherwise made available by the State Legislature and/or federal sources. The State may terminate this Contract, and Contractor waives any and all claim(s) for damages, effective immediately upon receipt of written notice (or any date specified therein) if for any reason the Contracting Agency's funding from State and/or federal sources is not appropriated or is withdrawn, limited, or impaired.

c. Cause Termination for Default or Breach. A default or breach may be declared with or without termination. This Contract may be terminated by either party upon written notice of default or breach to the other party as follows:

i. If Contractor fails to provide or satisfactorily perform any of the conditions, work, deliverables, goods, or services called for by this Contract within the time requirements specified in this Contract or within any granted extension of those time requirements; or

ii. If any state, county, city or federal license, authorization, waiver, permit, proposal or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract is for any reason denied, revoked, debarred, excluded, terminated, suspended, lapsed, or not renewed; or

iii. If Contractor becomes insolvent, subject to receivership, or becomes voluntarily or involuntarily subject to the jurisdiction of the bankruptcy court; or

iv. If the State materially breaches any material duty under this Contract and any such breach impairs Contractor's ability to perform; or

v. If it is found by the State that any quid pro quo or gratuities in the form of money, services, entertainment, gifts, or otherwise were offered or given by Contractor, or any agent or representative of Contractor, to any officer or

employee of the State of Nevada with a view toward securing a contract or securing favorable treatment with respect to awarding, extending, amending, or making any determination with respect to the performing of such contract; or

vi. If it is found by the State that Contractor has failed to disclose any material conflict of interest relative to the performance of this Contract.

d. Time to Correct. Termination upon a declared default or breach may be exercised only after service of formal written notice as specified in paragraph (4), and the subsequent failure of the defaulting party within 15 calendar days of receipt of that notice to provide evidence, satisfactory to the aggrieved party, showing that the declared default or breach has been corrected.

e. Winding Up Affairs Upon Termination. In the event of termination of this Contract for any reason, the parties agree that the provisions of this paragraph survive termination:

i. The parties shall account for and properly present to each other all claims for fees and expenses and pay those which are undisputed and otherwise not subject to set off under this Contract. Neither party may withhold performance of winding up provisions solely based on nonpayment of fees or expenses accrued up to the time of termination;

ii. Contractor shall satisfactorily complete work in progress at the agreed rate (or a pro rata basis if necessary) if so requested by the Contracting Agency;

iii. Contractor shall execute any documents and take any actions necessary to effectuate an assignment of this Contract if so requested by the Contracting Agency;

iv. Contractor shall preserve, protect and promptly deliver into State possession all proprietary information in accordance with paragraph (21).

11. REMEDIES. Except as otherwise provided for by law or this Contract, the rights and remedies of the parties shall not be exclusive and are in addition to any other rights and remedies provided by law or equity, including, without limitation, actual damages, and to a prevailing party reasonable attorneys' fees and costs. It is specifically agreed that reasonable attorneys' fees shall include without limitation \$125 per hour for State-employed attorneys. The State may set off consideration against any unpaid obligation of Contractor to any State agency in accordance with NRS 353C.190.

12. LIMITED LIABILITY. The State will not waive and intends to assert available NRS chapter 41 liability limitations in all cases. Contract liability of both parties shall not be subject to punitive damages. Liquidated damages shall not apply unless otherwise specified in the incorporated attachments. Damages for any State breach shall never exceed the amount of funds appropriated for payment under this Contract, but not yet paid to Contractor, for the fiscal year budget in existence at the time of the breach. Damages for any Contractor breach shall not exceed 150% of the contract maximum "not to exceed" value. Contractor's tort liability shall not be limited.

13. FORCE MAJEURE. Neither party shall be deemed to be in violation of this Contract if it is prevented from performing any of its obligations hereunder due to strikes, failure of public transportation, civil or military authority, act of public enemy, accidents, fires, explosions, or acts of God, including, without limitation, earthquakes, floods, winds, or storms. In such an event the intervening cause must not be through the fault of the party asserting such an excuse, and the excused party is obligated to promptly perform in accordance with the terms of the Contract after the intervening cause ceases.

14. INDEMNIFICATION. To the fullest extent permitted by law, Contractor shall indemnify, hold harmless and defend, not excluding the State's right to participate, the State from and against all liability, claims, actions, damages, losses, and expenses, including, without limitation, reasonable attorneys' fees and costs, arising out of any alleged negligent or willful acts or omissions of Contractor, its officers, employees and agents.

15. INDEPENDENT CONTRACTOR. Contractor is associated with the State only for the purposes and to the extent specified in this Contract, and in respect to performance of the contracted services pursuant to this Contract, Contractor is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract shall be deemed or construed to create a partnership or joint venture, to create relationships of an employer-employee or principal-agent, or to otherwise create any liability for the State whatsoever with respect to the indebtedness, liabilities, and obligations of Contractor or any other party. Contractor shall be solely responsible for, and the State shall have no obligation with respect to: (1) withholding of income taxes, FICA or any other taxes or fees; (2) industrial insurance coverage; (3) participation in any group insurance plans available to employees of the State; (4) participation or contributions by either Contractor or the State to the Public Employees Retirement System; (5) accumulation of vacation leave or sick leave; or (6) unemployment compensation coverage

provided by the State. Contractor shall indemnify and hold State harmless from, and defend State against, any and all losses, damages, claims, costs, penalties, liabilities, and expenses arising or incurred because of, incident to, or otherwise with respect to any such taxes or fees. Neither Contractor nor its employees, agents, or representatives shall be considered employees, agents, or representatives of the State. The State and Contractor shall evaluate the nature of services and term negotiated in order to determine "independent contractor" status and shall monitor the work relationship throughout the term of the Contract to ensure that the independent contractor relationship remains as such. To assist in determining the appropriate status (employee or independent contractor), Contractor represents as follows:

		<u>Contractor's Initials</u>	
		YES	NO
1.	Does the Contracting Agency have the right to require control of when, where and how the independent contractor is to work?	_____	_____
2.	Will the Contracting Agency be providing training to the independent contractor?	_____	_____
3.	Will the Contracting Agency be furnishing the independent contractor with worker's space, equipment, tools, supplies or travel expenses?	_____	_____
4.	Are any of the workers who assist the independent contractor in performance of his/her duties employees of the State of Nevada?	_____	_____
5.	Does the arrangement with the independent contractor contemplate continuing or recurring work (even if the services are seasonal, part-time, or of short duration)?	_____	_____
6.	Will the State of Nevada incur an employment liability if the independent contractor is terminated for failure to perform?	_____	_____
7.	Is the independent contractor restricted from offering his/her services to the general public while engaged in this work relationship with the State?	_____	_____

16. INSURANCE SCHEDULE. Unless expressly waived in writing by the State, Contractor, as an independent contractor and not an employee of the State, must carry policies of insurance in amounts specified in this Insurance Schedule and pay all taxes and fees incident hereunto. The State shall have no liability except as specifically provided in the Contract. The Contractor shall not commence work before:

- 1) Contractor has provided the required evidence of insurance to the Contracting Agency of the State, and
- 2) The State has approved the insurance policies provided by the Contractor.

Prior approval of the insurance policies by the State shall be a condition precedent to any payment of consideration under this Contract and the State's approval of any changes to insurance coverage during the course of performance shall constitute an ongoing condition subsequent this Contract. Any failure of the State to timely approve shall not constitute a waiver of the condition.

**Insurance Coverage:** The Contractor shall, at the Contractor's sole expense, procure, maintain and keep in force for the duration of the Contract the following insurance conforming to the minimum requirements specified below. Unless specifically specified herein or otherwise agreed to by the State, the required insurance shall be in effect prior to the commencement of work by the Contractor and shall continue in force as appropriate until the latter of:

1. Final acceptance by the State of the completion of this Contract; or
2. Such time as the insurance is no longer required by the State under the terms of this Contract.

Any insurance or self-insurance available to the State shall be excess of and non-contributing with any insurance required from Contractor. Contractor's insurance policies shall apply on a primary basis. Until such time as the insurance is no longer required by the State, Contractor shall provide the State with renewal or replacement evidence of insurance no less than thirty (30) days before the expiration or replacement of the required insurance. If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with the requirements of this Contract, as soon as Contractor has knowledge of any such failure, Contractor shall immediately notify the State and immediately replace such insurance or bond with an insurer meeting the requirements.

**Workers' Compensation and Employer's Liability Insurance**

- 1) Contractor shall provide proof of worker's compensation insurance as required of Nevada Revised Statutes Chapters 616A through 616D inclusive.
- 2) Employer's Liability insurance with a minimum limit of \$500,000 each employee per accident for bodily injury by accident or disease.  
If this contract is for temporary or leased employees, an *Alternate Employer* endorsement must be attached to the Contractor's workers' compensation insurance policy.
- 3) If the Contractor qualifies as a sole proprietor as defined in NRS Chapter 616A.310, and has elected to not purchase industrial insurance for himself/herself, the sole proprietor must submit to the contracting State agency a fully executed "Affidavit of Rejection of Coverage Under NRS 616B627 and NRS 617.210" form.

**Commercial General Liability Insurance**

- 1) Minimum Limits required:  
    \$ \_\_\_\_\_ General Aggregate  
    \$ \_\_\_\_\_ Products & Completed Operations Aggregate  
    \$ \_\_\_\_\_ Personal and Advertising Injury  
    \$ \_\_\_\_\_ Each Occurrence
- 2) Coverage shall be on an occurrence basis and shall be at least as broad as ISO 1996 form CG 00 01 (or a substitute form providing equivalent coverage); and shall cover liability arising from premises, operations, independent contractors, completed operations, personal injury, products, civil lawsuits, Title VII actions and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

**Business Automobile Liability Insurance**

- 1) Minimum Limit required: \$ \_\_\_\_\_ Each Occurrence for bodily injury and property damage.
- 2) Coverage shall be for "any auto" (including owned, non-owned and hired vehicles).  
The policy shall be written on ISO form CA 00 01 or a substitute providing equivalent liability coverage.  
If necessary, the policy shall be endorsed to provide contractual liability coverage.

**Professional Liability Insurance**

- 1) Minimum Limit required: \$ \_\_\_\_\_ Each Claim
- 2) Retroactive date: Prior to commencement of the performance of the contract
- 3) Discovery period: Three (3) years after termination date of contract.
- 4) A certified copy of this policy may be required.

**Umbrella or Excess Liability Insurance**

- 1) May be used to achieve the above minimum liability limits.
- 2) Shall be endorsed to state it is "As Broad as Primary Policy"

**Commercial Crime Insurance**

Minimum Limit required: \$ \_\_\_\_\_ Per Loss for Employee Dishonesty  
This insurance shall be underwritten on a blanket form amending the definition of "employee" to include all employees of the Vendor regardless of position or category.

**Performance Security**

- Amount required: \$ \_\_\_\_\_
- 1) Security may be in the form of surety bond, Certificate of Deposit or Treasury Note payable to the State of Nevada, only.
  - 2) The security shall be deposited with the contracting State agency no later than ten (10) working days following award of the Contract to Contractor.
  - 3) Upon successful Contract completion, the security and all interest earned, if any, shall be returned to the Contractor.

**General Requirements:**

- a. **Additional Insured:** By endorsement to the general liability insurance policy evidenced by Contractor, *the State of Nevada, (the agency), its officers, employees and immune contractors* as defined in NRS41.0307 shall be named as additional insureds for all liability arising from the Contract.
- b. **Waiver of Subrogation:** Each liability insurance policy shall provide for a waiver of subrogation as to additional insureds.
- c. **Cross-Liability:** All required liability policies shall provide cross-liability coverage as would be achieved under the standard ISO separation of insureds clause.
- d. **Deductibles and Self-Insured Retentions:** Insurance maintained by Contractor shall apply on a first dollar basis without application of a deductible or self-insured retention unless otherwise specifically agreed to by the State. Such approval shall not relieve Contractor from the obligation to pay any deductible or self-insured retention. Any deductible or self-insured retention shall not exceed \$5,000 per occurrence, unless otherwise approved by the Risk Management Division.
- e. **Policy Cancellation:** Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to state that; without thirty (30) days prior written notice to the State of Nevada, c/o Contracting Agency, the policy shall not be canceled, non-renewed or coverage and /or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mail to the address shown below.
- f. **Approved Insurer:** Each insurance policy shall be:
  - 1) Issued by insurance companies authorized to do business in the State of Nevada or eligible surplus lines insurers acceptable to the State and having agents in Nevada upon whom service of process may be made, and
  - 2) Currently rated by A.M. Best as “A- VII” or better.

**Evidence of Insurance:**

Prior to the start of any Work, Contractor must provide the following documents to the contracting State agency:

- 1) **Certificate of Insurance:** The Acord 25 Certificate of Insurance form or a form substantially similar must be submitted to the State to evidence the insurance policies and coverages required of Contractor.
- 2) **Additional Insured Endorsement:** An Additional Insured Endorsement (CG20 10 or C20 26) , signed by an authorized insurance company representative, **must** be submitted to the State to evidence the endorsement of the State as an additional insured per General Requirements, Subsection a above.
- 3) **Schedule of Underlying Insurance Policies:** If Umbrella or Excess policy is evidenced to comply with minimum limits, a copy of the Underlyer Schedule from the Umbrella or Excess insurance policy may be required.

**Review and Approval:** Documents specified above must be submitted for review and approval by the State prior to the commencement of work by Contractor. Neither approval by the State nor failure to disapprove the insurance furnished by Contractor shall relieve Contractor of Contractor’s full responsibility to provide the insurance required by this Contract. Compliance with the insurance requirements of this Contract shall not limit the liability of Contractor or its sub-contractors, employees or agents to the State or others, and shall be in addition to and not in lieu of any other remedy available to the State under this Contract or otherwise. The State reserves the right to request and review a copy of any required insurance policy or endorsement to assure compliance with these requirements.

**Mail all required insurance documents to the Contracting Agency identified on page one of the contract.**

17. **COMPLIANCE WITH LEGAL OBLIGATIONS.** Contractor shall procure and maintain for the duration of this Contract any state, county, city or federal license, authorization, waiver, permit, proposal or certification required by statute, ordinance, law, or regulation to be held by Contractor to provide the goods or services required by this Contract. Contractor will be responsible to pay all taxes, assessments, fees, premiums, permits, and licenses required by law. Real property and personal property taxes are the responsibility of Contractor in accordance with NRS 361.157 and 361.159. Contractor agrees to be responsible for payment of any such government obligations not paid by its subcontractors during performance of this Contract. The State may set-off against consideration due any delinquent government obligation in accordance with NRS 353C.190.

18. WAIVER OF BREACH. Failure to declare a breach or the actual waiver of any particular breach of the Contract or its material or nonmaterial terms by either party shall not operate as a waiver by such party of any of its rights or remedies as to any other breach.

19. SEVERABILITY. If any provision contained in this Contract is held to be unenforceable by a court of law or equity, this Contract shall be construed as if such provision did not exist and the nonenforceability of such provision shall not be held to render any other provision or provisions of this Contract unenforceable.

20. ASSIGNMENT/DELEGATION. To the extent that any assignment of any right under this Contract changes the duty of either party, increases the burden or risk involved, impairs the chances of obtaining the performance of this Contract, attempts to operate as a novation, or includes a waiver or abrogation of any defense to payment by State, such offending portion of the assignment shall be void, and shall be a breach of this Contract. Contractor shall neither assign, transfer nor delegate any rights, obligations or duties under this Contract without the prior written consent of the State.

21. STATE OWNERSHIP OF PROPRIETARY INFORMATION. Any reports, histories, studies, tests, manuals, instructions, photographs, negatives, blue prints, plans, maps, data, system designs, computer code (which is intended to be consideration under the Contract), or any other documents or drawings, prepared or in the course of preparation by Contractor (or its subcontractors) in performance of its obligations under this Contract shall be the exclusive property of the State and all such materials shall be delivered into State possession by Contractor upon completion, termination, or cancellation of this Contract. Contractor shall not use, willingly allow, or cause to have such materials used for any purpose other than performance of Contractor's obligations under this Contract without the prior written consent of the State. Notwithstanding the foregoing, the State shall have no proprietary interest in any materials licensed for use by the State that are subject to patent, trademark or copyright protection.

22. PUBLIC RECORDS. Pursuant to NRS 239.010, information or documents received from Contractor may be open to public inspection and copying. The State will have the duty to disclose unless a particular record is made confidential by law or a common law balancing of interests. Contractor may label specific parts of an individual document as a "trade secret" or "confidential" in accordance with NRS 333.333, provided that Contractor thereby agrees to indemnify and defend the State for honoring such a designation. The failure to so label any document that is released by the State shall constitute a complete waiver of any and all claims for damages caused by any release of the records.

23. CONFIDENTIALITY. Contractor shall keep confidential all information, in whatever form, produced, prepared, observed or received by Contractor to the extent that such information is confidential by law or otherwise required by this Contract.

24. FEDERAL FUNDING. In the event federal funds are used for payment of all or part of this Contract:

a. Contractor certifies, by signing this Contract, 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. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program-specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

b. Contractor and its subcontractors shall comply with all terms, conditions, and requirements of the Americans with Disabilities Act of 1990 (P.L. 101-136), 42 U.S.C. 12101, as amended, and regulations adopted thereunder contained in 28 C.F.R. 26.101-36.999, inclusive, and any relevant program-specific regulations.

c. Contractor and its subcontractors shall comply with the requirements of the Civil Rights Act of 1964, as amended, the Rehabilitation Act of 1973, P.L. 93-112, as amended, and any relevant program-specific regulations, and shall not discriminate against any employee or offeror for employment because of race, national origin, creed, color, sex, religion, age, disability or handicap condition (including AIDS and AIDS-related conditions.)

25. LOBBYING The parties agree, whether expressly prohibited by federal, State or local law, or otherwise, that no funding associated with this contract will be used for any purpose associated with or related to lobbying or influencing or attempting to lobby or influence for any purpose the following:

- a. Any federal, state, county or local agency, legislature, commission, counsel or board;
- b. Any federal, state, county or local legislator, commission member, counsel member, board member, or other elected official; or
- c. Any officer or employee of any federal, state, county or local agency; legislature, commission, counsel or board.

26. WARRANTIES.

a. General Warranty. Contractor warrants that all services, deliverables, and/or work product under this Contract shall be completed in a workmanlike manner consistent with standards in the trade, profession, or industry; shall conform to or exceed the specifications set forth in the incorporated attachments; and shall be fit for ordinary use, of good quality, with no material defects.

b. System Compliance. Contractor warrants that any information system application(s) shall not experience abnormally ending and/or invalid and/or incorrect results from the application(s) in the operating and testing of the business of the State. This warranty includes, without limitation, century recognition, calculations that accommodate same century and multientury formulas and data values and date data interface values that reflect the century. Pursuant to NRS 41.0321, the State is immune from liability due to any failure of any incorrect date being produced, calculated or generated by a computer or other information system.

27. PROPER AUTHORITY. The parties hereto represent and warrant that the person executing this Contract on behalf of each party has full power and authority to enter into this Contract. Contractor acknowledges that as required by statute or regulation this Contract is effective only after approval by the State Board of Examiners and only for the period of time specified in the Contract. Any services performed by Contractor before this Contract is effective or after it ceases to be effective are performed at the sole risk of Contractor.

28. GOVERNING LAW; JURISDICTION. This Contract and the rights and obligations of the parties hereto shall be governed by, and construed according to, the laws of the State of Nevada, without giving effect to any principle of conflict-of-law that would require the application of the law of any other jurisdiction. The parties consent to the jurisdiction and venue of the First Judicial District Court, Carson City, Nevada for enforcement of this Contract.

29. ENTIRE CONTRACT AND MODIFICATION. This Contract and its integrated attachment(s) constitute the entire agreement of the parties and such are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements that may have been made in connection with the subject matter hereof. Unless an integrated attachment to this Contract specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language between any such attachment and this Contract shall be construed consistent with the terms of this Contract. Unless otherwise expressly authorized by the terms of this Contract, no modification or amendment to this Contract shall be binding upon the parties unless the same is in writing and signed by the respective parties hereto and approved by the Office of the Attorney General and the State Board of Examiners.



## **Attachment D**

### **REFERENCE QUESTIONNAIRE**

The State of Nevada, as a part of the RFP process, requires proposing vendors to submit business references as required within this document. The purpose of these references is to document the experience relevant to the scope of work and provide assistance in the evaluation process.

The proposing vendor or subcontractor is required to complete Part A and send the following reference form to each business reference listed for completion of Part B. The business reference, in turn, is requested to submit the Reference Form directly to the State of Nevada, Division of Child and Family Services by the requested deadline for inclusion in the evaluation process. The form and information provided will become a part of the submitted proposal. The business reference may be contacted for validation of the response.

**RFP # 4000 REFERENCE QUESTIONNAIRE  
FOR:**

**Part A:**

\_\_\_\_\_ (Name of company requesting reference)

- As Primary Vendor  
 As Subcontractor of \_\_\_\_\_  
Name of Primary Vendor

**Part B:**

This form is being submitted to your company for completion as a business reference for the company listed above. This form is to be returned to Joe Pritchard of the State of Nevada, Division of Child and Family Services, via e-mail at [jhpritch@dcfs.state.nv.us](mailto:jhpritch@dcfs.state.nv.us) or facsimile at (775) 684-4455, no later than May 3, 2007 by 3:00pm, and **must not** be returned to the company requesting the reference.

For questions or concerns regarding this form, please contact Joe Pritchard of the State of Nevada Division of Child and Family Services by telephone at (775) 684-7956 or by e-mail at [jhpritch@dcfs.state.nv.us](mailto:jhpritch@dcfs.state.nv.us). When contacting us, please be sure to include the Request for Proposal number listed at the top of this page.

**CONFIDENTIAL INFORMATION WHEN COMPLETED**

<b>Company providing reference:</b>	
<b>Contact name and title/position</b>	
<b>Contact telephone number</b>	
<b>Contact e-mail address</b>	

QUESTIONS:

- In what capacity have you worked with this vendor in the past?  
COMMENTS:
  
- How would you rate this firm's knowledge and expertise?  
 \_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  
 COMMENTS:
  
- How would you rate the vendor's flexibility relative to changes in the project scope and timelines?  
 \_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  
 COMMENTS:
  
- What is your level of satisfaction with hard-copy materials produced by the vendor?  
 \_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  
 COMMENTS:

5. How would you rate the dynamics/interaction between the vendor and your staff?  
\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  
COMMENTS:

6. Who were the vendor's principal representatives involved in your project and how would you rate them individually? Would you comment on the skills, knowledge, behaviors or other factors on which you based the rating?

(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: \_\_\_\_\_ Rating:

Name: \_\_\_\_\_ Rating:

Name: \_\_\_\_\_ Rating:

Name: \_\_\_\_\_ Rating:

COMMENTS:

7. How satisfied are you with the products developed by the vendor?  
\_\_\_\_\_ (3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)  
COMMENTS:

8. With which aspect(s) of this vendor's services are you most satisfied?  
COMMENTS:

9. With which aspect(s) of this vendor's services are you least satisfied?  
COMMENTS:

10. Would you recommend this vendor's services to your organization again?  
COMMENTS:

**BUDGET FORM: PROGRAM REVENUES**  
**Please list all other revenues for your agency/program.**

<b>Funding Source</b>	<b>Pending or Secured</b>	<b>Time Period</b>	<b>Amount</b>
		<b>Total</b>	

Please explain any item listed as pending. Pending means that you have applied for funding from another source but have not yet received a Notice of Grant Award.

**BUDGET FORM: PROGRAM REVENUES EXAMPLE**

**All revenue for the agency/organization must be listed on this form.**

<b>Funding Source</b>	<b>Pending or Secured</b>	<b>Time Period</b>	<b>Amount</b>
Title IV-B/2 <sup>1</sup>	Pending	7/01/07-06/30/10	\$80,000
Children's Trust Fund	Secured	10/01/06-9/30/07	\$40,000
WIC	Secured	10/01/06-9/30/07	\$20,000
March of Dimes <sup>2</sup>	Pending	01/01/07-12/31/07	\$20,000
United Way	Secured	07/01/06-06/30/07	\$15,000
Nevada State Welfare	Secured	07/01/06-06/30/07	\$10,000
Funds for Healthy Nevada	Secured	07/01/06-06/30/07	\$10,000

**Total Revenue:** \_\_\_\_\_ **\$195,000** \_\_\_\_\_

Please explain any items listed as pending. Pending means that you have applied for funding from another source but have not yet received a Notice of Grant Award.

<sup>1</sup> Title IV-B/2 funding is pending due to review of proposals, recommendations of funding levels by DCFS staff and actual grant award.

<sup>2</sup> March of Dimes funding is pending as our agency is preparing the documents requested by the March of Dimes and funding will depend on the review and approval of the materials our agency provides to them.

# **Attachment E**

Division of Child and Family Services

## **CERTIFICATION # 1**

### **Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions**

#### **Instructions for Certification**

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction”, “debarred”, “suspended”, “ineligible”, “lower tier covered transaction”, “participant”, “person”, “primary covered transaction”, “principal”, “proposal” and “voluntarily excluded”, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549: 45 CFR Part 76. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations or the definitions.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, the prospective lower tier participant shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions” will be included, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

7. A participant in a covered transaction may rely upon the certification of a prospective participant in a lower tier covered transaction that the prospective participant is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless the participant in a covered transaction knows that the certification is erroneous. A participant may decide the method and frequency of determining the eligibility of the principals. Each participant may, but is not required to, check the Non-procurement List (of excluded parties).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under Paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is debarred, suspended, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including debarment and/or suspension.

**Certification Regarding Debarment, Suspension,  
Ineligibility and Voluntary Exclusion –  
Lower Tier Covered Transactions**

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither the prospective participant or the prospective participant's principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

**Suspension.** An action taken by a suspending official in accordance with these regulations that immediately excludes a person from participating in a covered transaction for a temporary period, pending completion of an investigation and such legal, debarment, or Program Fraud Civil Remedies Act proceedings as may ensue. A person so excluded is "suspended".

**Voluntary Exclusion or Voluntarily Excluded.** A status of nonparticipation or limited participation in covered transactions assumed by a person pursuant to the terms of a settlement.

Signature	Title
Grantee Legal/Corporate Name	Date

*RFP No. 4000*

Division of Child and Family Services

**CERTIFICATION # 2**

**Certification Regarding Drug-Free Workplace Requirements**

**Instructions for Certification**

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification set out below.
2. The certification set out below is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, the agency, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. For grantees other than individuals, Alternate I applies.
4. For grantees who are individuals, Alternate II applies.
5. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If grantee does not identify the workplace at the time of the application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in the office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
6. Workplace identifications must include the actual address of buildings (or parts of buildings) or other areas where work under the grant take place. Categorical descriptions may be used (e.g. all vehicles of a mass authority of State highway department while in operation, State employees in each local unemployment office, performance in concert halls or radio studios).
7. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s) if it previously identified the workplaces in question (see paragraph five).
8. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to the certification. Grantee's attention is called, in particular, to the following definitions from these rules:

Controlled substances means a controlled substance in Schedules I through V of the Controlled Substance Act (21 U.S.C. #12) and as further defined by regulations (21 CFR 1308.11 through 1308.15);

Conviction means a finding of guilt (including a plea of Nolo Contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;

Employee means the employee of a grantee directly engaged in the performance of work under a grant, including: (I) All direct charge employees; (II) All indirect charge employees under their impact or involvement is insignificant to the performance of the grant; and (III) Temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirements consultants or independent contractors not on the grantee's payroll; or employees of sub-recipients or subcontractors in covered workplaces).

### **Alternate I - Grantees Other Than Individuals**

The grantee certifies that it will continue to provide a drug-free workplace by:

- (a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
- (b) Establishing an ongoing drug-free awareness program to inform employees about:
  - (1) The dangers of drug abuse in the workplace;
  - (2) The grantee's policy of maintaining a drug-free workplace;
  - (3) Any available drug counseling, rehabilitation, and employee assistance programs;
  - (4) The penalties that may be imposed upon employees or drug abuse violations occurring in the workplace;
- (c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- (d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will:
  - (1) Abide by the terms of the statement; and
  - (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
- (e) Notifying the agency in writing, within ten calendar days after receiving notice under paragraph (d) (2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central



Division of Child and Family Services

**CERTIFICATION # 3**  
**CERTIFICATION REGARDING LOBBYING**  
**Department of Health and Human Services**  
**Administration for Children and Families**

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, 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 Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form 111, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.

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Signature

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Title

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Grantee Legal/Corporate Name

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Date

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*RFP No. 4000*

Division of Child and Family Services

**CERTIFICATION #4**

**Certification Regarding Environmental Tobacco Smoke**

Public Law 103-227, Part C – Environmental Tobacco Smoke, 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 or health, day care, education, or library services to children 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 does not apply to children’s services provided in private residences, facilities funded solely by Medicare or Medicaid funds, and portions of facilities used for inpatient drug or alcohol treatment. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 per day and/or the imposition of an administrative compliance order on the responsible entity.

By signing and submitting this application, the applicant/grantee certifies compliance with the requirements of the Act. The applicant/grantee further agrees that the language of this certification will be included in any sub-awards which contain provisions for children’s services and that all sub-grantees shall certify accordingly.

_____ Signature	_____ Title
_____ Grantee Legal/Corporate Name	_____ Date

Division of Child and Family Services

**CERTIFICATION # 5**

**Certification Regarding  
Equal Treatment for Faith-Based Organizations**

A final rule of the Department of Health and Human Services (DHHS) went into effect on August 16, 2004, which created, among other things, a new Part 87 Equal Treatment for Faith-Based Organizations, and revised the Department's uniform administrative requirements at 45 CFR Parts 74, 92 and 96 to incorporate the requirements of Part 87.

The Administration of Children and Families (ACF) is committed to providing State Administrators, State Grant Managers and subsequently sub grantees with the most accurate and concise information to help guide program activities. This regulation addresses several key Equal Treatment issues that require full compliance by Federally-funded State Programs, sub grantees, grantees and contractors.

Issues include:

- Nondiscrimination against religions organizations;
- Ability of religious organizations to maintain their religious character, including the use of space in their facilities, without removing religious art, icons, scriptures, or other religious symbols;
- Prohibition against the use of Federal funds to finance inherently religious activities, except where Federal funds are provided to religious organizations as a result of a genuine and independent private choice of a beneficiary or through other indirect funding mechanisms, such as certificates or vouchers; and
- Application of State or local government laws to religious organizations.

**NOTE:** Neither the Department (DHHS) nor any State or local government and other intermediate organizations receiving funds under any Department (DHHS) program shall, in the selection of service providers, discriminate for or against an organization on the basis of the organization's religious character or affiliation.

It is imperative that State sub grantees, grantees and contractors policies reflect the Equal Treatment Regulations.

The full text of the final rule may be accessed via the Internet at <http://www.hhs.gov/fbc/regs.html>

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 45 CFR Part 87, Equal Treatment for Faith-Based Organizations as revised in the Department's uniform Administrative requirements identified above. Any organization that fails to file the required certification shall be subject to disqualification of their application.

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Signature

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Title

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Grantee Legal/Corporate Name

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Date