

# LANCASTER COUNTY

COUNTY - CITY BUILDING Telephone: (402)441-7410  
LINCOLN, NEBRASKA 68508 FAX : (402)441-6513  
*BOARD OF COMMISSIONERS*

**IT IS THE VENDOR'S RESPONSIBILITY TO CHECK  
FOR ADDENDUMS PRIOR TO SUBMITTING PROPOSALS**

## **REQUEST FOR PROPOSALS SPECIFICATION NO. 07-094**

The Lancaster County, Nebraska intends to enter into a contract and invites you to submit a sealed proposal for:

### **JUVENILE JUSTICE PROGRAMS**

Sealed proposals will be received by Lancaster County, Nebraska on or before 12:00 noon Wednesday, April 4, 2007 in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Proposals will be publicly opened at the K Street Complex, reading only the names of the firms submitting proposals.

Bids may be downloaded from the City's website at [www.lincoln.ne.gov](http://www.lincoln.ne.gov) Keyword: Bid. Prospective submitters must monitor the bid listing for any addendums.

Proposers should take caution if U.S. mail or mail delivery services are used for the submission of proposals. Mailing should be made in sufficient time for proposals to arrive in the Purchasing Division, prior to the time and date specified above. Late bids will not be considered. **Fax or e-mail bids are not acceptable. Bid response must be in a sealed envelope.**

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#### COMMISSIONERS

*DEB SCHORR \* LARRY HUDKINS \* RAY STEVENS \* BERNIE HEIER \* BOB WORKMAN*  
KERRY EAGAN, Chief Administrative Officer

# INSTRUCTIONS TO PROPOSERS

LANCASTER COUNTY, NEBRASKA  
PURCHASING DIVISION

## **1. PROPOSAL PROCEDURE**

- 1.1 Proposer shall submit eight (8) complete sets of the RFP documents and all supporting material. Any interlineation, alteration or erasure on the specification document shall be initialed by the proposer. Proposer shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the Proposer's letterhead and firmly attached to the response/offer document.
- 1.2 *Proposed prices shall be submitted on the Proposal Form included in a sealed envelope with the RFP number and/or description clearly marked on the outside of the envelope.*
- 1.3 Each RFP must be legibly printed in ink or by typewriter, include full name, business address, and telephone no. of the Proposer; and be signed in ink by the Proposer.
- 1.4 Response by a firm / organization other than a corporation must include the name and address of each member.
- 1.5 A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.6 Any person signing a response for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.7 Proposals received after the time and date established for receiving offers will be rejected.

## **2. EQUAL OPPORTUNITY**

- 21 Each proposer agrees that it shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, disability, national origin, age, or marital status. In the employment of persons, proposer shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, disability, national origin, age, or marital status.

## **3. DATA PRIVACY**

- 31 Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 3.2 The proposer agrees to hold the County harmless from any claims resulting from the proposer's unlawful disclosure or use of private or confidential information.
- 3.3 Proposer agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations pertaining to confidentiality of health information.
  1. If applicable to the work requested a sample "Business Associate Contract" will be included, which will be part of the contract and incorporated by this reference.

## **4. PROPOSER'S REPRESENTATION**

- 4.1 Each proposer by signing and submitting an offer, represents that he/she has read and understands the specification documents, and the offer has been made in accordance therewith.
- 4.2 Each offer represents the proposer is familiar with the local conditions under which the work will take place and has correlated observations with the RFP requirements.

## **5. INDEPENDENT PRICE DETERMINATION**

- 5.1 By signing and submitting this RFP, the proposer certifies that the prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other proposer competitor; unless otherwise required by law, the prices which have been quoted in this offer have not been knowingly disclosed by the proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the proposer to induce any person or firm to submit, or not to submit, a response for the purpose of restricting competition.

## **6. SPECIFICATION CLARIFICATION**

- 6.1 Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of specification documents.
- 6.2 Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to date and time for response receipt.
- 6.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 6.4 Oral interpretations/changes to Specification Documents made in any other manner, will not be binding on the County; proposers shall not rely upon oral interpretations.

## **7. ADDENDA**

- 7.1 Addenda are written instruments issued by the County prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.
- 7.2 Addenda will be mailed or delivered to all who are known by the County to have received a complete set of specification documents.
- 7.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 7.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.
- 7.5 Proposers shall ascertain prior to submitting their offer that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

## **8. ANTI-LOBBYING PROVISION**

- 8.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the County Board or County Staff except in the course of County-sponsored inquiries, briefings, interviews, or presentations, unless requested by the County.

## **9. SITE VISITATION**

- 9.1 Proposers shall inform themselves of the conditions under which work is to be performed, including: site of work, the structures or obstacles which may be encountered and all other relevant matters concerning work performance.
- 9.2 The Proposer will not be allowed any extra compensation by or for any condition which he/she might fully have informed themselves of prior to submitting the offer.

## **10. EVALUATION AND AWARD**

- 10.1 The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the County of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 10.2 No offer shall be withdrawn for a period of ninety (90) calendar days after the time/ date established for receiving offers, and each proposer agrees in submitting an offer.
- 10.3 **Fee envelopes WILL be opened** and evaluated as part of the criteria for ranking interested proposers.
- 10.4 The RFP process is designed to be a competitive negotiation platform, where price is not required to be the sole determinative factor; also the County has the flexibility to negotiate with a select firm or selected firms to arrive at a mutually agreeable relationship.
- 10.5 A committee will be assigned the task of reviewing the proposals received.
1. The committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
  2. The committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.
- 10.6 The RFP will be awarded to the most responsible proposer whose proposal will be most advantageous to the County, and deemed to best serve County requirements.
- 10.7 The County reserves the right to accept or reject any or all offers, parts of offers; request rebids; waive irregularities and technicalities in offers; such as shall best serve the requirements and interests of the County.

## **11. TERMINATION/ASSIGNMENT**

- 11.1 The County may terminate the Contract if the Contractor:
1. Refuses or fails to supply enough properly skilled workers or proper equipment to satisfactorily provide/ complete the work as requested.
  2. Disregards laws, ordinances, or regulations or orders of a public authority having jurisdiction over the Contract.
  3. Otherwise commits a substantial breach of any provision of the Contract Document.
- 11.2 *By mutual agreement both parties of the contract agreement*, upon receipt and acceptance of not less than a thirty (30) calendar days written notice, the contract may be terminated on an agreed upon date, prior to the end of the contract period, without penalty to either party.
1. Upon any such termination, the Contractor agrees to waive any claims for damages, including loss of anticipated profits, on account thereof, and as the sole right and remedy of the Contractor, the County shall pay Contractor in accordance with this section.
  2. Upon such termination, the obligations of the Contract shall continue as to options of the work already performed and as to bona fide obligations the Contractor assumed prior to the date of termination.
- 11.3 In the event of any proceedings by or against either party, voluntary or involuntary, in bankruptcy or insolvency, or for the appointment of a receiver or trustee for the benefit of creditors, of the property of the Contractor, the County may cancel this contract or affirm the contract and hold the Contractor responsible for damages.
- 11.4 The contract established as a result of this RFP process shall not be transferred to/or assigned without prior written consent of the County Board of Commissioners.

## **12. INDEMNIFICATION**

- 12.1 The proposer shall indemnify and hold harmless the County, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss of use resulting therefrom; is caused in whole or part by any negligent act or omission of the proposer, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 12.2 In any and all claims against the County or any of its members, officers or employees by an employee of the proposer, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 12.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the proposer or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

## **13. TERMS OF PAYMENT**

- 13.1 Unless other specification provisions state otherwise, payment in full will be made by the County within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

## **14. LAWS**

- 14.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

## **15. AFFIRMATIVE ACTION**

- 15.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

## PRE-DISPOSITION RELEASE PROGRAM/S

### 1. GENERAL

- 1.1 These services will be contracted through Lancaster County.
- 1.2 All services should be separated from any existing services.
  - 1.2.1 They shall not be combined with any services provided to Health and Human Services Systems, Office of Juvenile Services, State Wards, Intensive Care Coordination Unit or private contracts.
- 1.3 All programs, transportation, and meals will be separate.
- 1.4 These services are to be provided for Lancaster County Juvenile Court youth only and referrals will come from the Juvenile Justice Coordinator for Lancaster County, District 20 Juvenile Probation Officers, or Lancaster County Drug Court Personnel.
- 1.5 Lancaster County desires a three year contract with the option to renew for an additional three year period.

### 2. DAY REPORTING GOALS/OBJECTIVE

- 2.1 The goal of the Day Reporting is to allow juveniles who are detained or at-risk of being securely detained, either in lock-up or the staff secure facility, to be provided an opportunity to remain in the community with stabilization supervision, when appropriate.
- 2.2 This will allow the youth to remain in the home/community placement, attend school, or be employed, possibly attending counseling, or participate in court ordered evaluations within the community.
- 2.3 Day Reporting is designed for youth who are in need of daily supervision and structure because they are expelled, suspended, or not enrolled in traditional school.
  - 2.3.1 Hours are from 8:30 a.m. to 2:30 p.m., five days a week.
- 2.4 The focus of the program will be to offer daily accountability and observation while having the youth engage in community service work, peer discussion groups, job readiness training, GED preparation, pro social activities, life skills, and job searching.
- 2.5 The staff will work with the school district to assist the youth with their return to school when possible, or be an available option for supervision while an alternate school placement is being arranged.
- 2.6 Transportation will be provided.
- 2.7 A noon meal will be provided to all youth in the program.
- 2.8 RECOMMENDED LENGTH OF STAY FOR MAXIMUM EFFECTIVENESS
  - 2.8.1 30-45 days
- 2.9 STAFF TO YOUTH RATIO:
  - 2.9.1 1 to 6
- 2.10 CAPACITY:
  - 2.10.1 6 Youth
- 2.11 ELIGIBILITY:
  - 2.11.1 Male or female youth between the ages of 13 and 18. (under 13 on case by case basis)
  - 2.11.2 Youth must be detained, or at-risk of being detained, at the time of the court hearing.
  - 2.11.3 Youth must be court ordered to participate in the program.
  - 2.11.4 Youth who are at-risk for failure to appear, or at-risk of committing further law violations without having structure and supervision in place.
  - 2.11.5 There must be some likelihood that the youth would remain in detention without this program as an alternative placement.
  - 2.11.6 Youth and parent(s) must agree to follow the rules and guidelines of the alternative program.

**3. GOAL/OBJECTIVES EVENING REPORTING SERVICES**

- 3.1 The Evening Reporting Center is designed for youth who are in need of daily supervision and structure during after school hours.
- 3.2 The program will provide face-to-face evening supervision for youth who require more intensive supervision than home detention.
- 3.3 The center will also serve youth who are in need of adult supervision while a parent is working, and for a youth who are in need of positive structure during the evening hours.
- 3.4 The focus of the program will be to offer daily accountability and observation while having the youth engage in community service work, peer discussion groups, job readiness training, GED preparation, pro social activities, and job searching.
- 3.4 Hours of operation are generally from 3:00-8:00 p.m., Monday-Friday. Transportation will be provided.
- 3.5 An evening meal will be provided to all youth in the program.
- 3.6 RECOMMENDED LENGTH OF STAY FOR MAXIMUM EFFECTIVENESS
  - 3.6.1 30-45 days
- 3.7 STAFF TO YOUTH RATIO:
  - 3.7.1 1 to 6
- 3.8 CAPACITY
  - 3.8 12 youth
- 3.9 ELIGIBILITY
  - 3.9.1 Male or female youth between the ages of 13 and 18.
  - 3.9.2 Youth must be detained, or at-risk of being detained, at the time of the court hearing.
  - 3.9.3 Youth who are at-risk to fail to appear, or at-risk to commit further law violations.
  - 3.9.4 There must be some likelihood that the youth will remain detained without the alternative service.
  - 3.9.5 The youth must be court ordered to participate in the program
  - 3.9.6 The youth and parent/guardian must agree to follow rules and guidelines of the program.

**4. GOAL/OBJECTIVES TRACKER SERVICES**

- 4.1 Trackers provide community supervision and outreach for juveniles on, probation and also youth with a drug offense who have been accepted in Lancaster County Juvenile Drug Court (JDC).
- 4.2 Tracker services allow juveniles who would otherwise be securely detained be provided the opportunity to remain in the community with stabilized supervision.
- 4.3 The youth may remain at home or in community placement, attend school, be employed, go to counseling or participate in a court ordered evaluation within the community.
- 4.4 Tracker duties include monitoring a youth's behavior, advocating for the youth, mentoring, seeking and utilizing support systems, family support and providing 24-hour crisis intervention seven days a week.
- 4.5 Trackers monitor youth to maintain accountability through face-to-face contacts in the youth's home and community, and focuses on the youth, their interactions with parents, peers, school and other collateral contacts.
- 4.6 Youth in Juvenile Drug Court also receive random drug tests from their tracker in addition to the other tracker services.
- 4.7 Trackers provide the youth with positive guidance.
- 4.8 Trackers address the youth's independent living skills, emotional stability, and self-esteem, and assist the youth with integrating back into family and community after out-of-home placement or detention.
- 4.9 Trackers target these risk factors and help the youth develop the positive decision-making, relationship and communication skills.
- 4.10 Trackers work closely with probation officers and other community providers to address the probation plan and develop individualized programming and goals.

**5. LANCASTER COUNTY PROBATION.**

- 5.1 Youth on probation within Lancaster County receive two hours of direct time (time spent with a tracker face-to-face or on the telephone) per week.
- 5.2 While there is no cap on the length of service, the average ranges from nine to 12 months.
  - 5.2.1 This is estimated to require 175 hours of Youth Supervision per month.
- 5.3 Services are based on the individualized needs of the client, as determined by the Probation Officer and in consultation with the service team.
- 5.4 Random unannounced and announced checks on the youth may be completed at various times in the community, at school, at employment sites, and in the youth's home.

**6. LANCASTER COUNTY EXPEDITER.**

- 6.1 The Expediter Program is a collaborative effort between several agencies in Lancaster County, with the goal being to expedite the cases of Lancaster County youth in detention by finding appropriate alternatives to secure detention.
- 6.2 Tracker services are part of these alternatives.
- 6.3 Youth referred to the tracker program through expediter services receive services based on their need as determined by the referral source.
- 6.4 The phase system as outlined in section 15 is incorporated to address youth referred under the expediter section.
- 6.5 Levels and step-down process is determined by the Probation Officer.
- 6.6 Probation Officers can freely move youth within the level system as they see needed.
- 6.7 Average length of stay is 45-90 days.

**7. PHASES AVAILABLE**

- 7.1 **Level 1**
  - 7.1.1 2 direct face-to-face contacts per day, 7 days a week
  - 7.1.2 Youth maintain this level for minimum of 2 weeks before step down can be requested
- 7.2 **Level 2**
  - 7.2.1 1 direct face-to-face contact per day, 7 days a week
  - 7.2.2 Youth maintain this level for a minimum of 2 weeks before step down can be requested
- 7.3 **Level 3**
  - 7.3.1 5 direct face-to-face contacts per week
  - 7.3.2 Weekend face-to-face required
  - 7.3.3 Youth maintain this level for a minimum of 2 weeks before step down can be requested
- 7.4 **Level 4**
  - 7.4.1 3 direct face-to-face contacts per week
  - 7.4.2 Weekend face-to-face not required but suggested
  - 7.4.3 Youth maintains this level of care until disposition hearing
    - 7.4.3.1 **NOTE:** Upon disposition hearing, youth have two options
      - 7.4.3.1.1 Discharge from service
      - 7.4.3.1.2 Continue services through Traditional Probation.
        - 7.4.3.1.2.1 If this is requested, Tracker keeps youth and serves them on the Probation level of care.

**8. LANCASTER COUNTY DRUG COURT**

- 8.1 The purpose of the County JDC is to reduce offender recidivism and substance use by fostering a comprehensive and coordinated court response comprised of early intervention, appropriate treatment, intense supervision and consistent judicial oversight.
  - 8.1 This is estimated to require 160 hours of Youth Supervision per month.
- 8.2 Each youth and their family members are contacted multiple times per week by the juvenile trackers.

- 8.3 Trackers assist the youth in weekly activities and help encourage them to complete community service requirements.
- 8.4 Trackers currently are serving youth ages 13-18 requiring assistance remaining in the community while addressing adjudicated law violations and drug/alcohol abuse or dependency.
- 8.5 Tracker Drug Court is a multi-phase, court supervised, comprehensive treatment program for non-violent offenders and their families.
- 8.6 Trackers provide monitoring and supervision to participants based upon individual strengths and needs as determined by the Juvenile Drug Court team.
- 8.7 Trackers conduct random announced and unannounced checks on participants at various times and locations in the community including, but not limited to, school, work and home.
- 8.8 Upon each visit, trackers provide assistance that help maintain participants sobriety and accountability.
- 8.9 The tracker may also conduct random drug and alcohol tests upon visits as deemed necessary.
- 8.10 The Drug Court Tracker is implemented to integrate youth successfully and productively into the community through service projects.
- 8.11 The tracker program is strength based rewarding youth for positive progress yet holding youth accountable for their actions.

**PROPOSAL  
SPECIFICATION NO. 07-094**

**BID OPENING TIME: 12:00 NOON**

**DATE: Wednesday, April 4, 2007**

The undersigned bidder, having full knowledge of the requirements of Lancaster County for the below listed items and the contract documents (which include Notice, Instructions, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to provide the services to the County as below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

**ADDENDA RECEIPT:** The receipt of addenda to the specifications numbers \_\_\_\_\_ through \_\_\_\_\_ are hereby acknowledged. Failure of any bidder to receive any addendum or interpretation of the specifications shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

**TOTAL LUMP SUM COST PER YEAR  
FOR ALL PROGRAMS LISTED IN THIS RFP**

**\$ \_\_\_\_\_**

**AFFIRMATIVE ACTION PROGRAM:** Successful bidder will be required to comply with the provisions of the County's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the County's policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the County, and to enter into a contract if this proposal is accepted.

\_\_\_\_\_  
**COMPANY NAME**

\_\_\_\_\_  
**BY (Signature)**

\_\_\_\_\_  
**STREET ADDRESS or P.O. BOX**

\_\_\_\_\_  
**(Print Name)**

\_\_\_\_\_  
**CITY, STATE      ZIP CODE**

\_\_\_\_\_  
**(Title)**

\_\_\_\_\_  
**TELEPHONE No.      FAX No.**

\_\_\_\_\_  
**(Date)**

\_\_\_\_\_  
**E-MAIL ADDRESS**

\_\_\_\_\_  
**ESTIMATED DELIVERY DAYS**

Bids may be inspected in the Purchasing Division during normal business hours **after** tabulation and review by a Purchasing Agent. Bid tabulations can be viewed on our website at: [lincoln.ne.gov](http://lincoln.ne.gov) Keyword: **Bid** The Intent to Award will be listed on the website when a recommendation is received from the Department.