

**RFP 6322 Z1**

**REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES**

**Temporary Medical Staffing Services**

**OPENING DATE AND TIME: August 20, 2020 2:00 p.m. Central Time**

**Prepared for: State of Nebraska**

**PROCUREMENT CONTACT: Dianna Gilliland/Connie Heinrichs**



**Airon International Inc.**

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101 South Plainfield New jersey  
07080 **CAGE** Code: 0J7J8

**DUNS:** 603730300

**TIN:** 52-1663488

Website: <http://www.aliron.com/>

**POC Details:** Ram Ajarapu,  
CEO [Ram.ajjarapu@aliron.com](mailto:Ram.ajjarapu@aliron.com)

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# Table of Contents

Cover letter.....	4
<b>Technical Response</b> .....	5
Aliron Business License.....	6
<b>Company Experience</b> .....	7
BACKGROUND AND EXPERIENCE .....	7
SERVICES.....	8
SIZE OF WORKFORCE .....	9
<b>Financial Capability</b> .....	9
<b>Recent Awards</b> .....	13
<b>Staffing Plan</b> .....	14
<b>Overall recruitment Process</b> .....	14
INTERNAL DATABASES.....	15
OUTSIDE RECRUITING.....	15
RETENTION PLAN.....	16
BACKUP STAFFING PLAN .....	17
CREDENTIALS REQUIREMENTS.....	17
BACKGROUND CHECKS.....	20
ABILITY TO TRANSITION/PHASE-IN.....	21
Aliron Customer Reference .....	23
Pricing Sheet.....	24
RFP Specifics.....	25

August 20, 2020

Dianna Gilliland,  
State Purchasing  
Bureau 1526 K Street,  
Suite 130 Lincoln, NE  
68508

**Subject: Response to the RFP 6322 Z1**

Dear Ms. Gilliland,

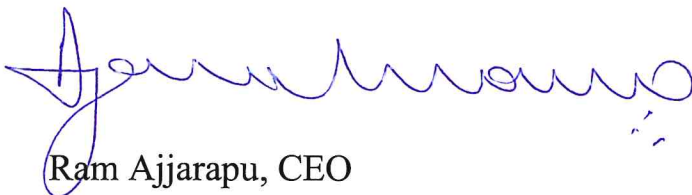
Aliron International, Inc (here after referred to as “Aliron”) is pleased to submit an official response to provide Temp Medical Staffing Services for RFP 6322 Z1. Please find enclosed the response and required documents to evaluate this Bid.

Our response and pricing both are valid for 120 calendar days from the date of this submission. Aliron is not requesting any exceptions and accepts all the terms and conditions mentioned in the bid document.

Aliron acknowledges all five addendums and attachments issued for RFP 6322 Z1.

Aliron’s CEO, Ram Ajjarapu is the only authorized person to negotiate with the Government on RFP 6322 Z1.

For Aliron International Inc.



Ram Ajjarapu, CEO

[ram.ajjarapu@aliron.com](mailto:ram.ajjarapu@aliron.com)



## Technical Response

Aliron provides healthcare and logistics services to U.S. federal, state, and local government agencies including but not limited to the DOD, DHA, and DLA.

Aliron provides IT, non-IT, and Healthcare staffing services to the agencies like the New York City Housing Corporation (NYCHA), Fire Department of New York (FDNY), Department of Social Services (DSS), RI State Govt., State of Kansas, etc. Aliron has also provided Personal Protective Supplies for COVID-19 to City of Laredo TX and city Of Denton TX.

To service the State of Nebraska (The State) for RFP 6322 Z1, Aliron has the required infrastructure and experience providing similar services to the federal and state governments. Aliron's infrastructure includes a recruitment team, on-boarding technical software, timesheet management, and a database of eligible and interested candidates for the positions mentioned in the RFP 6322 Z1.

Aliron is currently holding an active business license from NE. Attaching a copy of license in subsequent page.

Aliron was never disbarred or terminated by any states or federal agency. Aliron is an equal opportunity employer. Aliron and its all employees maintain HIPPA Policy under the guidelines.

If this contract for RFP 6322 Z1 is awarded, Aliron will be the responsible entity for the operations, staffing, timesheet management, supervision, and compensation of all the contractors placed with The state without any subcontractor.

Aliron shall comply with all the applicable local, state, and federal laws, rules, ordinance, HIPPA and regulations.

Aliron acknowledge all the attachments and amendments issued with this RFP 6322 Z1 and accepts all the terms and conditions mentioned in them. We will always strive to provide quality and cost-effective services to The State during the contract period.

# Aliron Business License

## ALIRON INTERNATIONAL, INC.

Mon Jun 15 17:18:37 2020

### SOS Account Number

2004088529

### Status

Active

### Principal Office Address

THE CORPORATION TRUST COMPANY, 1209 ORANGE STREET  
WILMINGTON, DE 19801  
USA

### Registered Agent and Office Address

REGISTERED AGENTS, INC.  
530 S. 13TH ST.  
SUITE 100  
LINCOLN, NE 68508

### Nature of Business

Not Available

### Entity Type

Foreign Corp

Qualifying State: DE

### Date Filed

Apr 28 2020

## Filed Documents

To purchase copies of filed documents check the box to the left of the document code. If no checkbox appears, contact the Secretary of State's office to request the document(s).

	Document	Date Filed	Price
<input type="checkbox"/>	Foreign Authority	Apr 28 2020	\$1.35 = 3 page(s) @ \$0.45 per page

## Good Standing Documents

To purchase documents attesting to the entity's good standing check the box next to the document title.

- If you need your Certificate of Good Standing Apostilled or Authenticated for use in another country, you must contact the Nebraska Secretary of State's office directly for information and instructions. Documents obtained from this site cannot be Apostilled or Authenticated.

**Online Certificate of Good Standing with Electronic Validation**

**\$6.50**

This certificate is available for immediate viewing/printing from your desktop. A Verification ID is provided on the certificate to validate authenticity online at the Secretary of State's website.

**Certificate of Good Standing - USPS Mail Delivery**

**\$10.00**

This is a paper certificate mailed to you from the Secretary of State's office within 2-3 business days.

Select All | Select None

## Company Experience

### BACKGROUND AND EXPERIENCE

Aliron International Inc, Inc. was established in 1990 and has been providing consulting and staff augmentation services for the last 30 years. Aliron has been extraordinarily successful in the highly competitive professional services marketplace. Over the years, Aliron has earned a reputation of being an innovative and dependable partner by delivering cost effective, sustainable, and business-oriented services and solutions to our customers.

Our strengths include but are not limited to the following:

- Strong domain experience in both government and private sectors, as our current clients include various government agencies and commercial customers
- Attracting and retaining highly qualified and experienced professionals
- A strong organizational structure, diverse resources, and managerial expertise.

Aliron International, Inc. has both the ability and financial stability to perform the services outlined in this solicitation. The state is seeking an organization with a background in the 2 following major areas, and Aliron meets all these requirements.

- **Staffing:** Since 1990, Aliron International, Inc. has provided the highest quality of temporary staffing services to clients across the United States.
- **Government Contract Experience:** Our client list includes Department of Defense (DOD) Fort Detrick MD, US Navy, US Army, CONUS and OCONUS, NYCHA, State of Rhode Island, FDNY, NYC HRA, the Federal Aviation Administration, Regency Plaza, and many other government and private clients.

In addition, Aliron has the ability to meet the specific reporting requirements of any agency and provide customized reports and invoices depending on the needs of the client. Our payroll department is highly experienced in handling large government payrolls, utilizing ADP payroll services for all payments, processing W2s, etc.

Our unique business model allows us to offer the talent that our clients require, with the highest quality of back office support, at an affordable cost. Specializing in high-volume government contracts, the Temporary Staffing Services division of Aliron has the knowledge necessary to ensure that

contracts of this nature are executed with the highest level of professionalism and efficiency.

The true test of a staffing company's values lies in the dependability and consistency of the staffing services provided on every job, every day. Throughout the contract period, Aliron will provide comprehensive surveys to ensure that clients are satisfied with the level of work completed by Aliron personnel.

At Aliron, we offer a comprehensive approach to staffing management. Our professional Healthcare staffing services includes everything from the recruitment of temporary employees and job training, to on- site management and the handling of all relevant employment documentation. Across the world (Belgium, Germany, Italy, Malaysia, Thailand, Philippines, Australia and USA), Aliron's Services offers the quality solutions needed to get the job done.

## SERVICES

We provide a wide range of services to our customers across the U.S. and specialize in the following areas:

- **Staffing Services-** Information Technology, Healthcare, and Administrative Support
- **IT Solutions-** Application Development, Information Systems Management, Infrastructure Management, Data Warehouse and Business Intelligence
- **Integrated Business Solutions-** IT Management & Planning, Business Process Analysis and Re-Engineering, and Technology Procurement
- **IT Security-** Systems Integration, Software Development, Secure Communications Design, Development & Implementation, Secure Hardware & Network Platforms etc.
- **Payroll Solutions-** Payroll processing and Employee payroll tax filings
- **Digital Imaging & Document Management System-** Document digitization and document storage solutions
- **Timesheet Management System (TMS)-** Electronic management of employee work hours

## SIZE OF WORKFORCE

Aliron International, Inc. employs over 200 healthcare workers in contract, temporary, and contract-to-hire positions. In general, Aliron hires and places workers in the fields of Information Technology, Healthcare, and Administrative Support.

Some of the positions held by our employees are listed below:

- **Information Technology-** Computer / IT Consultants (Developers, Architects, Business Analysts, Programmers, Programmer Analysts etc.), Network Engineers, Project Analysts, Project Managers etc.
- **Healthcare-** LPN's & RN's, Physicians, Allied Healthcare Professionals (Pharmacists, Dental Assistants, MRI Technicians, etc.)
- **Administrative Support-** Administrative Assistants / Specialists, Accountants, Research Technicians / Assistants / Associates, Security Guards, Attorneys etc.

## Financial Capability

Aliron has sound financial health, consistent cash flow, strong banking relationships, and great managerial expertise that are robust indicators of the competitive advantage that we have in the professional services marketplace.

ALIRON INTERNATIONAL INC  
Balance Sheet  
For the Year Ending December 31, 2019

**ASSETS**

<b>CURRENT ASSETS:</b>		
Cash and Equivalents	17,703	
Accounts Receivable, Net	626,502	
Unbilled Revenue	215,580	
<b>TOTAL CURRENT ASSETS</b>		<b>\$ 859,784</b>
<b>PROPERTY AND EQUIPMENT:</b>		
Computer and equipment	6,304	
Accumulated Depreciator	(6,304)	
<b>TOTAL PROPERTY AND EQUIPMENT, NET</b>		<b>\$ (0)</b>
<b>OTHER ASSETS:</b>		
Intangible Assets, net of accumulated amortization	130,114	
Deposits and other assets	13,752	
Goodwill, net of accumulated amortization	1,840,958	
<b>TOTAL OTHER ASSETS</b>		<b>\$ 1,984,824</b>
<b>TOTAL ASSETS</b>		<b>\$ 2,844,608</b>

**LIABILITIES AND EQUITY**

<b>CURRENT LIABILITIES</b>		
Accounts payable	245,877	
Accrued Expense:	137,302	
<b>TOTAL CURRENT LIABILITES</b>		<b>\$ 383,179</b>
<b>LONG TERM LIABILITIES:</b>		
SBF LOC	237,187	
Structured Payables with Subcontractors	2,081,102	
<b>TOTAL LONG TERM LIABILITIES</b>		<b>\$ 2,318,289</b>
<b>COMMITMENTS AND CONTIGENCIES</b>		
<b>EQUITY:</b>		
Common Stock	1,423,812	
Retained Earnings	695,457	
Disbursements	(2,078,404)	
Net Income	102,275	
<b>TOTAL EQUITY</b>		<b>\$ 143,140</b>
<b>TOTAL LIABILITIES AND EQUITY</b>		<b>\$ 2,844,608</b>

ALIRON INTERNATIONAL INC  
Income Statement  
For the Year Ending December 31, 2019

<b>REVENUES</b>	
Revenue, Net	5,652,182
Total Revenues	<b>\$ 5,652,182</b>
 <b>COST OF REVENUES</b>	
Salaries	1,891,127
Subcontracting	2,853,463
Payroll Taxes	171,933
Payroll Processing Fees	13,664
TOTAL COST OF SALES	<b>\$ 4,930,188</b>
<b>GROSS PROFIT</b>	<b>\$ 721,995</b>
 <b>SELLING AND GENERAL &amp; ADMINISTRATIVE EXPENSES</b>	
Salaries - Internal Employees	179,192
Advertising & Promotion	162
Office Expense	10,827
Rent	4,502
Travel Expenses	22,593
Meals and Entertainment	1,441
Bad Debt Expense	76,317
Insurance	117,194
Professional Fees	29,257
Repairs and Maintenance	920
Utilities	8,499
Other Fees	30,997
Dues and Subscriptions	18,869
<b>TOTAL EXPENSES</b>	<b>\$ 500,770</b>
<b>INCOME FROM OPERATIONS</b>	<b>\$ 221,225</b>
 <b>OTHER INCOME (EXPENSES):</b>	
Interest expense and other finance charge	112,852
<b>TOTAL OTHER INCOME (EXPENSES)</b>	<b>\$ (112,852)</b>
<b>INCOME BEFORE PROVISION FOR INCOME TAXES</b>	<b>\$ 108,373</b>
<b>PROVISION FOR INCOME TAXES</b>	6,098
<b>NET INCOME</b>	<b>\$ 102,275</b>



Date: September 19, 2019

Reference: Aliron International, Inc. (including Global Information Technologies and Affiliated Entities through common ownership)

Combined Maximum Credit Limit: \$12,000,000

Current Outstandings on Facility: \$7,600,000

Renewal Date: November 1, 2019

Status: Eligible for 12 Month Renewal  
Satisfactory / Handled as Agreed

SBF Representative:   
\_\_\_\_\_

Title: Senior Vice President

Phone: 561-623-1914

E-Mail: Jerry.Shea@Seacoastbf.com



SeacoastBank.com

1880 N. Congress Ave Suite 404  
Boynton Beach, FL 33426

off 800 619 0804  
fax 561 623 1867



## Recent Awards

The City of Laredo (Healthcare Services), City Of Denton, Defense Logistics Agency (Fuel supply in Australia), University Hospitals Newark New Jersey, and the State of Kansas have recently awarded contracts for Technical and Non-Technical services to Aliron.

## Staffing Plan

In the following subsections, we present all aspects of our staffing plan for providing the requested Healthcare Staffing Services. We intend for these subsections to serve as an approximate guideline for how employees working directly on this contract will be recruited and processed in a way that best fits The state desired criteria.

The Airon Team will maintain 10-20 active personnel on-site and 5 back-up nurses who will be available to take a shift within 6 hours of notice. Our recruiters have selected the candidates for our team as per the following criteria:

### Overall recruitment Process

We illustrate our Candidate placement Process for staffing projects with Health Care providers (HCPs). When a PO is issued, our recruiting team offers the right of first refusal to any incumbent personnel who are still qualified to work on the contract, thereby minimizing disruptions in services. Any incumbents who accept this offer are immediately processed by our credentialing staff and all relevant information is forwarded to the Government for approval. Meanwhile, the Program Manager (PM) compiles the positions to be filled along with their requirements, which are passed to Human Resources (HR).

Our technical recruiters then use these requirements to query our candidate database, which currently holds more than 50,000 resumes that can be filtered for qualifications. If there are no acceptable candidates in the database, HR conducts outside recruiting (addressed in the next section) to find new candidates. Acceptable candidates are passed to the PM who prescreens them and selects those that are suitable for further consideration. These candidates are thoroughly vetted by HR to verify that their education, specialized training, certifications, and other required credentials are valid (addressed in this section under Credentials Requirements). Candidates with all required credentials are subjected to background checks and drug screening.

The remaining acceptable candidates are then referred to the Project Manager for the interview process. Based on the interviews, the PM selects qualified candidates to fill any positions not accepted by incumbents; these candidates are then sent to The State for approval in the Candidate Placement Process.

## INTERNAL DATABASES

As the result of its prior pre-recruiting efforts in support of previous health care, administrative, and professional initiatives, Aliron possesses extensive internal databases of qualified health care candidates, including:

• Psychiatrists
• Family Practice Physicians
• Internal Medicine Physicians
• Clinical Specialist Physicians
• Psychologists
• Neuropsychologists
• Clinical Nurse Specialists
• Nurse Practitioners
• Physician Assistants

• Clinical Social Workers
• Registered Nurses
• Case Managers
• Physical Therapists
• Occupational Therapists
• Speech Language
Pathologists
• Licensed Practical Nurse

This database contains the names, contact information, and resumes – categorized by occupation, experience levels, and current/desired location – for qualified health care personnel (HCP) interested in new positions. Whenever HR receives a requirement to fill open positions, they will first query this database for candidates with job titles, experience levels and qualifications matching the requirements of the position. The technical recruiters identify any candidates who constitute close matches in these categories, and their resumes are submitted to JazzHR for further evaluation.

## OUTSIDE RECRUITING

Aliron's recruiters supplement this recruiting process by creating and managing online job listings via JazzHR an ATS tool. Using JazzHR, our technical recruiters post all open positions for this contract on Aliron's website as well as sixteen online job boards, such as Indeed.com and Monster.com. JazzHR also posts open positions to ZipRecruiter which in turn posts to an additional two hundred job boards. In cases where the staffing requirement is unique and requires specific qualifications that are not easily found, Aliron uses sponsored job postings on industry-specific job boards to find the fitting candidate. As a result, we guarantee that our job postings receive the maximum possible exposure, optimizing our ability to fill positions via outside recruiting.

## RETENTION PLAN

Aliron possesses extensive experience in executing successful retention plans for a variety of federal contracts. We have prioritized retention of incumbents, with first offers being extended to the incumbent personnel. During the recruitment process, we will only pursue acquisition of incumbent personnel who confirm that they are interested in continuing their work. Given this demonstration of continued interest along with the incumbent personnel's initial interest in being employed at their current MTF, we guarantee that any incumbent personnel that we hire are among the most motivated to continue working under this contract. As such, we ensure that our acquired incumbents are highly likely to be retained for the entirety of the contract.

For any acquired non-incumbent personnel, Aliron will maximize retention by prioritizing candidates who demonstrate experience working for the State or similar Government projects. In this way, we are likely to hire candidates who are interested in maintaining the position for the duration of the contract. Aliron provides a total compensation plan that is designed to assist with recruitment while encouraging long-term employee commitment. To this end, we subscribe to and participate in industry surveys, compare nationwide salary and compensation information, and determine salaries in accordance with annual costs of living in the places of performance.

Moreover, Aliron conducts annual re-evaluations to ensure that salaries remain competitive and that employees are appropriately rewarded for their performance. Subsequently, we are certain that our salaries always remain industry- competitive. Additionally, our team's personnel have worked with our benefits providers to build complimentary benefit packages that have consistently resulted in increased retention and a reduction in risk for meeting staffing requirements. As such, we have no doubt that we can successfully apply the same approach to our performance of this contract by bolstering our overall compensation package with health care insurance, paid leave, and a 401(k) program. By offering a myriad of flexible and generous benefits, we maximize our ability to retain our employees and subsequently fulfill The States's requirement for FTEs. The entirety of our compensation package is as follows (full-time employees are eligible—we feature matching contributions):

1. Paid time off (PTO)
2. Paid holidays
3. Medical, dental, and vision insurance with extensive coverage and competitive deductibles
4. 401(k) (optional)
6. Available provisions for bereavement, Family leave and medical absence

Our benefits program and competitive salaries help to ensure that we retain highly motivated staff committed to one another, to the company, and to providing our customers with the highest possible continuous quality of service.

Aliron's targeted plan for The State retention has been specifically designed to encourage maximum retention of all field employees. This plan for retention is administered by Aliron's dedicated PM in New Jersey, who is experienced in providing support to employees, including coordinating travel plans and relocation assistance.

### BACKUP STAFFING PLAN

Though Aliron's goal is retention of all employees for the entirety of this contract, we have provisions in place to prevent disruption of services in case an employee becomes unavailable. The most important part of our backup staffing plan lies in our continuous recruiting efforts following the commencement of services. That is, Aliron's technical recruiters will continue to search for resumes of qualified personnel for all active positions on this contract, and any identified resumes will be added to our candidate database.

As a result, if any employee working on this contract becomes unavailable for any reason, our recruiting team can immediately access this database of qualified candidate resumes and begin processing them, thus ensuring that any vacancies are filled as quickly as possible. Additionally, to minimize any disruptions in services that could occur while filling vacancies, Aliron has access to prescreened on-call and part-time personnel who can be used to fill gaps in services while replacements are being processed.

### CREDENTIALS REQUIREMENTS

Aliron uses a Credentialing Package Checklist to ensure that all relevant documentation is verified. This checklist has been refined through use in hundreds of verification proceedings for a wide-range of health care professionals. A part of the data collection process is to enter all relevant information into the candidate database. Included in the collected information are renewal requirements for all qualifications and credentials.

When a Health Care Professional (HCP) is required for a project, the database is queried so that all qualifications and credentials are verified to be current prior to assignment. Once assigned, the database is used to track renewal requirements. Once per month, a report is generated that flags any qualifications or certifications that are due for renewal, initially within the next six (6) months. It continues to flag the renewal requirements until the system is updated that the renewal is complete.

The PM receives inputs from the Credentialing Department and HR on administering the renewal process. The Credentialing Manager is responsible for ensuring that the information in the table is comprehensive and current. We maintain a comprehensive checklist of qualifications and credentials that all categories of Health Care Professionals under contract must possess and maintain. It should be noted that this sample checklist accounts for all types of positions currently staffed by our company; for this opportunity, the Credentialing Manager will provide the PM only with portions relevant to the health care positions required in this contract.

Aliron's Verification Procedures uses primary source verification (PSV) of all credentials. All licensing agencies, professional boards, and educational institutions required to verify authenticity of each candidate's stated credentials, professional education, and clinical experience will be contacted by members of the Credentialing Department. All documentation will be collected and verified prior to application for clinical privileges. Verification for the following credentials will be completed prior to candidate submission to the Government:

- Licenses (both current and non-current)
- Diplomas
- Certification/registration (if applicable)
- Post-Graduate Training (if applicable)
- Peer reference/recommendations

Because copies of licenses and diplomas can be falsified, all credentials presented by an applicant will be verified through the issuing source. In those instances where telephonic, internet, or facsimile verification is initially obtained, a final written verification will be obtained prior to submission of the applicant's final file for privileging by the Government. Aliron's credentialing process involves the following procedures:

- Primary source verifications (all qualifying degrees, residencies, fellowships, certifications, licensures), all of which are directly verified with the issuing or granting institution

- Verifications of qualifying experience and clinical competency
- Telephonic/facsimile verifications followed by formal written verifications

Daily credentialing update meetings are carried out throughout the contract start-up period to ensure concurrence with credentialing timelines as well as Government submission deadlines. A credentialing checklist is maintained for each candidate to ensure all verifications are received.

Clearance for service commencement is given after a contract startup form has been completed for each provider, documenting professional approval, current health, licensure, criminal background check approval, orientation procedures, and competencies, all prior to startup. Each candidate that we identify will undergo multiple interviews and a stringent primary and secondary verification of credentials. Personnel who indicate an interest in providing services under this contract are sent an information package including: general information about Aliron; a description of application procedures; and a checklist of documentation (e.g., certificates, licenses, diplomas/degrees) required to accompany the formal application.

Aliron also provides a letter detailing Aliron's policy for continuous monitoring of service performance, provider certifications, licensures, and related documentation to maintain privileges. Our Credentialing Specialists conduct manual reviews of files identifying expiring qualifications. In addition, training, education, licensures, continuing education, certifications, health screening, and immunizations are all verified by our credentialing staff.

Before acceptance, candidates must aid Credentialing Specialists in the verification or completion of the previously mentioned necessary qualifications. As a seasoned contractor providing health care services at various government facilities, Aliron has established our credentialing process to incorporate stringent government policies and procedures as well as those of the medical industry.

Aliron takes a proactive approach in supporting the credentialing process. As mentioned previously, our Credentialing Manager reviews our provider database on a monthly basis to determine if any provider's credential information requires update (e.g., state licenses, physical examinations, CPR, BCLS, ACLS, DEA registration). upon hire. As the renewal dates approach, a letter is sent to the individual ninety (90) days prior to expiration, requesting a copy of the renewed license, certification, or physical examination record.

If the Credentialing Manager has not heard from the provider, another letter is sent sixty (60) days prior to expiration. The process continues until current documents are received. During the term of the contract, all copies of renewed credentialing documents and verification reports will be forwarded to the PM who will in turn forward them to The State prior to expiration of privileges at that facility.

We perform a bi-monthly review of licensing and regulatory board actions for adverse actions taken against candidates within our files. If any adverse information is revealed, we will immediately notify The State.

In summary, during the Credential Review Process, all applications that are received are logged and reviewed to ensure they are complete. Those that pass the initial review are further assessed to determine the application type and staff category, which establishes the type of credentials that need to be verified. At this point, critical items such as licenses are verified. Also, long-lead-time primary source verifications are initiated. As the process continues, other primary and secondary verifications (e.g., degrees, criminal background checks, references), are conducted. The work history is also verified.

## BACKGROUND CHECKS

Aliron uses TalentWise for background checks, including National Agency Check and Inquiries/Childcare National Agency Check and Inquiries (NACI/CNACI). TalentWise conducts searches through as many direct sources as necessary to deliver the required information. When quality, direct sources are not available, TalentWise contracts with court retrievers to visit the local or state agency to directly obtain information. Their searchers/court retrievers are randomly audited monthly and quarterly to insure both accuracy and reasonable turnaround times. TalentWise requires that all researchers obtain felony and misdemeanor information from state-, county-, district- and municipal courts. Pertinent information regarding TalentWise includes:

- **County-Level Searches:** TalentWise conducts criminal record searches at the county-level for any jurisdictions in the United States wherein a state central repository does not exist or the repository has been determined to provide unreliable or inconsistent data results. Obtained information (per state laws) includes: five (5), seven (7), ten (10), and fifteen (15) year histories for Felony and Misdemeanor convictions. Deferred cases and pending cases are reported (where allowed by state law). Turnaround time ranges from twenty-four (24) to thirty-six (36) hours for clear



records and twenty-four (24) to seventy-two (72) hours when criminal records are found.

- **Statewide-Level Searches:** TalentWise conducts statewide-level searches in twenty-two (22) states where the data has been found to be accurate, timely, and more cost efficient than pursuing county-level records. Obtained information (per state laws) includes: five (5), seven (7), ten (10), and fifteen (15) year histories for Felony and Misdemeanor convictions, deferred cases and pending cases are reported (where allowed by state law). Turnaround time ranges from twenty-four (24) to thirty-six hours (36) for clear records and twenty-four (24) to seventy-two (72) hours when criminal records are found.

#### ABILITY TO TRANSITION/PHASE-IN

Aliron understands the importance of having a management and staffing approach that supports the ramp-up for new requirements of all sizes and durations while assuring the ability to continually staff. This is especially true with regards to the current environment.

Our HR infrastructure includes a solid and proven staffing approach that has allowed us to successfully transition incumbent employees to new engagements, recruit new highly qualified employees, and provide a benefits program that maximizes employee retention. It also supports our ability to staff a diverse technical workload across multiple HCP disciplines and tasks.

This infrastructure has been thoroughly tested and effectively implemented in contracts similar to this effort, including at the Naval Medical Logistics Command at Ft. Detrick, MD, MEDCOM OCONUS and MEDCOM (Joint Task Force) Walter Reed. We understand and will adhere to all SOW requirements regarding levels of education as well as those defined under Specialty Qualifications. Aliron has extensive knowledge and experience making sure that an initial workforce is ready upon contract award.

Our commitment to recruiting, training, and retaining highly qualified employees is apparent in the cooperative atmosphere we promote, as well as the benefits, workforce improvement, and incentive programs we offer our employees. The benefits and compensation elements contained in our Retention Plan describes these and other methods geared towards attracting the most qualified HCPs in the industry. As discussed in our recruitment approach, we are very capable of locating qualified candidates as quickly as our clients need them.

We will continually analyze staffing requirements to determine the right mix of labor and skill levels to meet or exceed contract levels of performance. The PM, with support from our PMO, will analyze staffing plan requirements against our resume “pipeline” discussed above. As discussed, we use a variety of approaches to place quality candidates for customer project positions, including but not limited to: incumbent workforce hires, hiring from within the organization, corporate recruiters and resources, and online job-boards and networking. Our Transition-In Plan will begin with a post-award meeting with leadership and will take place as soon as possible after contract award. Agenda items include reviewing contract requirements, finalizing contractual issues and paperwork, coordinating all working relationships, reviewing any changes needed to the transition plan, and evaluating open work tasks and inventory.

After the meeting, Aliron will finalize its transition schedule and process to ensure that no gap in the provision of service occurs. Contract transition will be complete within 2 weeks. We will schedule daily meetings to review the status of any outstanding transition tasks and to make certain there are no impacts to The State mission objectives for this contract.

Meeting attendees will vary depending on the agenda, but will always include our PM and a Program Coordinator. For instances that involve interaction with the incumbent Program Manager (PM), we will make certain to not disrupt his/her ongoing phase-out duties and will look to the The State Buyer for guidance regarding communication and coordination with the outgoing contractor. We expect the incumbent PM to determine whether any other incumbent personnel should be included in these meetings.

## TRANSITION SCHEDULE

Aliron understands the challenges of a contract transition and will execute its approach in a manner that ensures any work in progress proceeds without interruption or degradation of performance. Our highly trained, experienced, and qualified staff is positioned to provide a seamless transition within 2 weeks of contract award. Our approach is a process that we have employed to transition other government contracts which are similar in scope.

Experience shows that the best way to avoid any misunderstandings is to mutually discuss responsibilities and expectations early in the transition process. A critical element to our transition plan and start of contract is the recognition of and attention

to major interfaces with The State stakeholders/customers and other contractors. Frequent and productive communications with The State Designated Officer will ensure that nothing is forgotten or lost during phase-in and will set the stage for continuing cooperation in providing the best service to the government. Upon award and after a kickoff meeting, our timeline will be adjusted to fit the transition needs expressed by the The State Officer.

## Airon Customer Reference



### Customer References :

**Project Title:** NAVAL HOSPITAL TWENTY NINE PALMS  
**Contract Number:** N62645-13-D-5000  
**Contract Value:** \$ 584,072.58  
**Description of Services:** Healthcare Services.  
**Period of Performance:** 1 March 2018 thru 28 February 2019  
**POC Name and Title:** Lester Vidal / Viola Degraffenreid  
**POC Phone Number:** 760-830-2689 / 760-830-2618  
**POC Email Address:** lesterian.v.vidal.mil@mail.mil/viola.l.degraffenreid.civ@mail.mil

**Project Title:** WALTER REED NATIONAL MILITARY MEDICAL CENTER  
**Contract Number:** W91Y TZ-12-D-0018  
**Contract Value:** \$121,680.15  
**Description of Services:** Healthcare Services  
**Period of Performance:** 1 March 2018 thru 28 February 2019  
**POC Name and Title:** Cassandra Hensley  
**POC Phone Number:** 301-295-6895  
**POC Email Address:** cassandra.y.hensley.civ@mail.mil



## Pricing Sheet

Aliron International Inc. confirms the following final pricing all inclusive of Taxes, Fees, travel, lodging etc.



**Form A**  
**Contractor Proposal Point of Contact**  
**Request for Proposal Number 6322 Z1**

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

Preparation of Response Contact Information	
Contractor Name:	Aliron International Inc
Contractor Address:	1 Cragwood Road Suite 101 South Plainfield NJ 07080
Contact Person & Title:	Ram Ajjarapu / CEO
E-mail Address:	ram.ajjarapu@aliron.com
Telephone Number (Office):	540-808-1615
Telephone Number (Cellular):	267-888-1001
Fax Number:	540-242-0094

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

Communication with the State Contact Information	
Contractor Name:	Aliron International Inc
Contractor Address:	1 Cragwood Road Suite 101 South Plainfield NJ 07080
Contact Person & Title:	Manisha Fnu / HR & Operations Manager
E-mail Address:	manisha@aliron.com
Telephone Number (Office):	540-808-1615
Telephone Number (Cellular):	732-917-5100
Fax Number:	540-242-0094

**Form B**  
**NDCS Supplemental Contract Information**  
**Request for Proposal Number 6322 Z1**

The Nebraska Department of Correctional Services (NDCS) is committed to the open and fair process for selection of contractual services; additionally, we are committed to upholding the laws of the State of Nebraska, the NDCS Code of Ethics and Conduct, and internal recommendations for improving best business practices.

Please complete the questions below and submit with your bid documents. Responding "yes" to any question will not disqualify you from consideration; but may necessitate a follow-up information request.

Company Name: Aliron International Inc

PO Box Address: \_\_\_\_\_

Physical Address: 1 Cragwood Road Suite 101

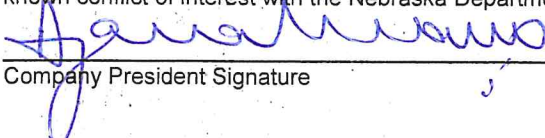
City/State/Zip: South Plainfield NJ 07080

Phone Number: 732-917-5100

Name/Title of Contact: Manisha Fnu / HR & Operations Manager

		YES	NO
1.	To your knowledge do you have any relatives, employees, contractors, sub-contractors, or a personal relationship with anyone who is currently employed by the Nebraska Department of Correctional Services?		X
	If yes, who?		
2.	Has an employee of the Department of Correctional Services performed work for you under your current contract with the NDCS?		X
	If yes, who, how long, and in what capacity?		
3.	Does an employee of the Department of Correctional Services (past or present) hold any corporate position in your company?		X
	If yes, who and what position?		
4.	Incorporated companies, please provide the following information: Name of Corporate Entity: <u>Aliron International Inc.</u> Principle Office Address: <u>1 Cragwood Road Ste 101 South Plainfield NJ 07080</u> Registered Agent and Office Address: <u>530 S. 13TH ST.SUITE 100LINCOLN, NE 68508</u>		
5.	Non-Incorporated Companies please provide the following information: Owner: _____		

By my signature below, I attest that neither I, nor my company, nor any primary officer or employee in my company has a known conflict of interest with the Nebraska Department of Correctional Services.

  
\_\_\_\_\_  
Company President Signature

8/20/2020  
\_\_\_\_\_  
Date



**II. TERMS AND CONDITIONS**

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

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

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

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

**A. GENERAL**

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

1. The contract resulting from this Request for Proposal shall incorporate the following documents:
  - a. Request for Proposal and Addenda;
  - b. Amendments to the Request for Proposal;
  - c. Questions and Answers;
  - d. Bidder's proposal (Request for Proposal and properly submitted documents);
  - e. The executed Contract and Addendum One to Contract, if applicable; and,
  - f. Amendments/Addendums to the Contract.

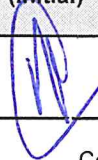
These documents constitute the entirety of the contract.

2. Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document:
  - a. Amendment to the executed Contract with the most recent dated amendment having the highest priority,
  - b. Addendum One to the executed Contract,
  - c. The executed Contract and any additional attached Addenda;
  - d. Amendments to Request for Proposal and any Questions and Answers,
  - e. The original Request for Proposal document and any Addenda, and
  - f. The Contractor's submitted Proposal.

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



**B. NOTIFICATION**

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

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

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or five (5) calendar days following deposit in the mail.

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

**C. BUYER'S REPRESENTATIVE**

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

**D. GOVERNING LAW (Statutory)**

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

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


**E. BEGINNING OF WORK**

The contractor shall not commence any billable work until a valid contract has been fully executed by the State and the successful bidder. The awarded bidder will be notified in writing when work may begin.

**F. AMENDMENT**

This Contract may be amended in writing, within scope, upon the agreement of both parties.

**G. CHANGE ORDERS OR SUBSTITUTIONS**

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


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

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

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


**\*\*\*Contractor will not substitute any item that has been awarded without prior written approval of SPB\*\*\***

**H. VENDOR PERFORMANCE REPORT(S)**

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


The State may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or Request for Proposal specifications. The State Purchasing Bureau may contact the Vendor regarding any such report. Vendor performance report(s) will become a part of the permanent record of the Vendor.

**I. NOTICE OF POTENTIAL CONTRACTOR BREACH**

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

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

**J. BREACH**


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



Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby. OR In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.


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

**K. NON-WAIVER OF BREACH**

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


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

**L. SEVERABILITY**

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

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

**M. INDEMNIFICATION**

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

**1. GENERAL**

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

omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

**2. PERSONNEL**

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


**3. SELF-INSURANCE**

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

**4. ATTORNEY GENERAL**


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

**N. ATTORNEY'S FEES**

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

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


**O. LIQUIDATED DAMAGES**

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

Failure for any temporary professional staff to appear for a scheduled shift without the Contractor providing a proper notice according to Section V.I.1-2., prior to the start of their shift shall result in the agency assessing liquidated damages to the Contractor in the amount of the full extended cost of the temporary professional staff's shift. Contractor will be notified in writing when liquidated damages are imposed.




**P. ASSIGNMENT, SALE, OR MERGER**

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

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

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


**Q. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE**

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

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


The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

**R. FORCE MAJEURE**

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

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


**S. CONFIDENTIALITY**

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

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

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

**T. PERSONAL HEALTH INFORMATION (PHI)**

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

Contractor agrees to:

1. To use and disclose PHI only as permitted or required by this Contract or as required by law.
2. Use reasonable safeguards to prevent use or disclosure of PHI not otherwise provided for by this Contract.
3. Immediately report to agency any unauthorized use or disclosure of PHI not otherwise provided for by this Agreement once Contractor becomes aware of such unauthorized use or disclosure, including any remedial action taken or proposed to be taken by Contractor with respect to such unauthorized use or disclosure. Contractor shall cooperate with NDCS to mitigate any harmful effects of such unauthorized use or disclosure.
4. To require any subcontractors and agents, to whom Contractor provides PHI obtained under this Agreement, to agree in writing to the same restrictions and conditions on the use and/or disclosure of PHI that apply to Contractor. Such agreement shall include a provision requiring the subcontractor and/or agent to notify Contractor of any instances of unauthorized use or disclosure of PHI provided by Contractor/Provider.
5. To disclose to Contractor's subcontractors, agents or other third parties only the minimum necessary PHI necessary to perform or fulfill their obligations under this Contract.
6. Comply with patient rights conferred by HIPAA, to include, allowing patient's access to their own PHI, making PHI available for amendment and incorporating any amendments to the PHI in accordance with HIPAA and accounting for disclosures of PHI as required under HIPAA.
7. Make Contractor's internal practices, books and records relating to the use and disclosure of PHI received from or created or received by Contractor on behalf of NDCS available to the Secretary of the Department of Health and Human Services (HHS) for purposes of determining Contractor's compliance with HIPAA. Contractor shall immediately notify NDCS upon receipt by Contractor of any such request, and shall provide NDCS with copies of any such materials.
8. At termination of this Contract, return to NDCS or destroy all PHI received from or created or received by Contractor on behalf of NDCS which Contractor or its subcontractor/agent still maintains in any form and retain no copies of such PHI. If Contractor is unable to return or destroy such PHI, the terms of this section shall apply to such PHI for as long as Contractor or subcontractor/agent has possession or access to PHI.



9. Notwithstanding any other provision of this Contract and in addition to any other remedies NDCS may have, NDCS may immediately terminate this Contract without penalty if it determines, in its sole discretion that Contractor or its subcontractors or agents have violated a material term of this section. The parties agree to amend this Contract as necessary to comply with HIPAA and any regulations that may be promulgated thereunder. The parties further agree to execute such other agreements as may be required by law. The parties' obligations and rights under this section shall survive termination of this Contract.


**U. OFFICE OF PUBLIC COUNSEL (Statutory) (DHHS USE ONLY)**

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

**V. LONG-TERM CARE OMBUDSMAN (Statutory) (DHHS & NDVA USE )**

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


**W. EARLY TERMINATION**

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

The contract may be terminated as follows:

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

**X. CONTRACT CLOSEOUT**

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

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


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

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



**III. CONTRACTOR DUTIES**

**A. INDEPENDENT CONTRACTOR / OBLIGATIONS**

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

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

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

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

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

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

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

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


If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the contractor's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

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

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

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

**B. EMPLOYEE WORK ELIGIBILITY STATUS**

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

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


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

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

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

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

**D. COOPERATION WITH OTHER CONTRACTORS**

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

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



**E. DISCOUNTS**

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the proposal. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

**F. PRICES**

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

Prices submitted on the cost proposal form, once accepted by the State, shall remain fixed for the Initial Term Year 1 (first year) of the contract. Any yearly request for a price increase for the wages for any staffing position subsequent to the first year of the contract shall not exceed the annual percentage of change of the Producer Price Index of the preceding 12-month period- # PCU561380561380104, Temporary help services, medical, not seasonally adjusted, unless documentation is provided to substantiate a greater amount. Increases will be cumulative across the remaining periods of the contract. The request for a price increase must be submitted in writing to the State Purchasing Bureau a minimum of ninety (90) days prior to the end of the year preceding the year for which the price increase is sought. Documentation may be required by the State to support the price increase. Acceptable documentation includes but is not limited to wage information in Nebraska from the Bureau of Labor Statistics and/or Producer Price Index (PPI) Industry data for staffing services (except PEOs) – Temporary help services, medical, not seasonally adjusted - # PCU561380561380104.

Price increase requests must also include the wage paid directly to the temporary staff provided by the Contractor and administrative fees of the Contractor. Any price increase shall be at the sole discretion of the State.


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

**The State will be given full proportionate benefit of any decreases for the term of the contract.**

**G. COST CLARIFICATION**


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

**H. PERMITS, REGULATIONS, LAWS**

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

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


**I. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES**

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

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

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

**J. INSURANCE REQUIREMENTS**

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

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

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

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

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within one (1) year of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and one (1) year following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

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

**1. WORKERS' COMPENSATION INSURANCE**

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter. The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

**2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well







## ADDITIONAL REMARKS SCHEDULE

AGENCY <b>AssuredPartners Roehrs</b>		NAMED INSURED <b>Aliron International, Inc. 1 Cragwood Road Suite 101 South Plainfield, NJ 07080</b>	
POLICY NUMBER <b>SEE PAGE 1</b>		EFFECTIVE DATE: <b>SEE PAGE 1</b>	
CARRIER <b>SEE PAGE 1</b>	NAIC CODE <b>SEE P 1</b>		

## ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

## Description of Operations/Locations/Vehicles:

RE: RFP#: 6322 Z1


State of Nebraska is included as additional insured per written agreement with respect to General Liability on a primary and noncontributory basis resulting from ongoing operations of the named insured for the certificate holder.

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

**4. DEVIATIONS**


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

**K. NOTICE OF POTENTIAL CONTRACTOR BREACH**

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


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

**L. ANTITRUST**

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

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

**M. CONFLICT OF INTEREST**

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

By submitting a proposal, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Request for Proposal or project.


Bidder further certifies that bidder will not employ any individual known by bidder to have a conflict of interest nor shall bidder take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, bidder shall provide with its proposal a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State




will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall bid evaluation.

**N. STATE PROPERTY**

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

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected. For any temporary professional staff provided by Contractor that does not return their facility keys, access badges, or other state property upon vacating or completing their assignment, the agency will deduct the amount of the unreturned keys, access badges, or other state property from the Contractor's subsequent payment. The agency will notify the Contractor of the amount that will be deducted from the subsequent payment which will be based on the actual cost to replace the item(s).

**O. SITE RULES AND REGULATIONS**


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

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

Contractor's personnel must comply with all agency and facility location requirements or policies, including personnel carrying proper identification upon their person. All personnel shall comply with agency rules and regulations and policies related to security.

Contraband shall not be introduced into any state facility; such items include, but are not limited to firearms, ammunition, drugs, tobacco, alcohol, etc. All personnel may be subject to search upon entering and exiting facility grounds.

**P. NDCS SECURITY**

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

1. Contractor's personnel shall be subject to Nebraska Department of Correctional Services' (NDCS) background security checks prior to their arrival on site, and will carry proper identification with them at all times while on facility grounds.
2. Contractor shall make its employees aware of the provisions of Neb. Rev. Stat. § 28-322.01, which state that a person commits the offense of sexual abuse of an inmate or parolee if such person subjects an



inmate or parolee to sexual penetration or sexual contact, because an inmate or parolee is not legally capable of giving consent to any such relationship. Neb. Rev. Stat. § 28-322 states that individuals "working under contract with the department" are included in the list of persons prohibited from having sexual relations with one or more of NDCS' inmates. Contractor will promptly notify NDCS if allegations of sexual abuse or contact become known.

3. Contractor shall make his/her employees aware of the Nebraska Department of Correctional Services, Policy 112.31 (Code of Ethics and Conduct). Contractor may be required to sign and return documentation showing receipt of NDCS Policy 112.31 (Code of Ethics and Conduct).
4. Contractor shall inform his/her personnel of the Nebraska Department of Correctional Services Tobacco Policy, which states that tobacco and tobacco-related products are contraband and must not be carried into any NDCS-owned or controlled property. Such products must remain in Contractor's locked vehicle while on NDCS-owned or controlled property.
5. The Contractor and his/her personnel may be subject to pat searches and tool inventory upon arrival and departure from NDCS facilities.
6. Wireless devices and/or cellular phones are prohibited at NDCS facilities unless prior approval is given. If wireless devices are necessary for use on site at NDCS, Contractor will seek prior approval to carry such devices by requesting the Cellular Device Institutional Use Report form. All persons are prohibited from providing a cellphone/electronic communication device to an inmate of any facility, per PD 104.06.

**Q. ADVERTISING**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
[Handwritten Initials]			

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

**R. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)**


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

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

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
[Handwritten Initials]			


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

**T. DRUG POLICY**

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

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

**U. WARRANTY**

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

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to Customer, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse Customer the fees paid to Contractor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

**IV. PAYMENT**


**A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)**

Neb. Rev. Stat. §§81-2403 states, "[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency."

**B. TAXES (Statutory)**

The State is not required to pay taxes and assumes no such liability as a result of this Request for Proposal. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor

**C. INVOICES**

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

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

**1. Invoices shall include at a minimum:**

- a. Staff's name;
- b. Position (provide a list of the abbreviations used);
- c. Hourly rate;
- d. Pay Code (i.e. Regular, OT or Holiday, etc.);
- e. Date(s) services were provided (billing week shall be Monday through Sunday);
- f. Number of hours worked, per date(s) of service, during invoice period;
- g. Facility where services were provided;
- h. Total invoice amount.

The work week shall be defined as Monday through Friday. The weekend, for the State's purposes is Saturday and Sunday.

Holidays are midnight to midnight; only if scheduled' Holiday pay is not a given for temporary staff.


The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

**2. Invoices shall be sent to:**

- a. Nebraska Department of Health and Human Services  
Addresses provided on Attachment One to the attention of the Business Office.
- b. Nebraska Department of Correctional Services  
Accounts Payable  
P.O. Box 94661  
Lincoln, NE 68509-4661  
  
Or via e-mail to: [DCS.AccountsPayable@nebraska.gov](mailto:DCS.AccountsPayable@nebraska.gov)  
Accounts Payable Contract: 402-479-5715
- c. Nebraska Department of Veterans' Affairs  
Accounting email addresses provided on Attachment One for each location.




**D. INSPECTION AND APPROVAL**

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

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

**E. PAYMENT (Statutory)**

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

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2403). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

**F. LATE PAYMENT (Statutory)**


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

**G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)**

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

**H. RIGHT TO AUDIT (First Paragraph is Statutory)**

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. §84-304 et seq.) The State may audit and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

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

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

## REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

### CONTRACTOR MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the contractor guarantees compliance with the procedures stated in this Request for Proposal, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that contractor maintains a drug free work place.

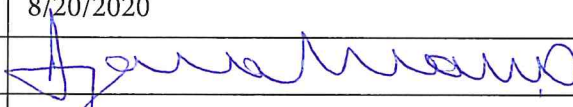
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

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

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

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

### FORM MUST BE SIGNED USING AN INDELIBLE METHOD (OR VIA DOCUSIGN)

FIRM:	Aliron International Inc
COMPLETE ADDRESS:	1 Cragwood Road Suite 101 South Plainfield NJ 07080
TELEPHONE NUMBER:	732-917-5100
FAX NUMBER:	540-242-0094
DATE:	8/20/2020
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Ram Ajarapu/ CEO