



## Response to RFP #6322 Z1 Temporary Medical Staffing Services

Presented by One Source Staffing Solutions, Inc.

September 02, 2020

Prepared for:  
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Prepared by:  
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**ShareSTAFF**  
A Division of One Source Staffing Solutions, Inc.



COVER LETTER

RFP #6322 Z1 Temporary Medical Staffing Services

ShareSTAFF (OSS) is pleased to submit its technical and cost proposal through this transmittal letter to the State of Nebraska in response to the above-referenced Request for Proposal (RFP) for Temporary Healthcare Staff.

OSS has successfully demonstrated that it is a trusted and reliable vendor and partner. We are tremendously proud of the impacts that we have made in helping our private sector and government customers serve, protect, and improve the lives of its citizens and communities. For the past 6+ years, OSS has provided its services in 14 states to over 300 clients.

We believe that our response meets the requirements as called out in this RFP. If the County determines that OSS's response is deficient in any way, OSS respectfully requests to be promptly notified and be given the opportunity to correct any such deficiency. Please forward any questions regarding this solicitation response to me. My contact information is provided below.

OSS has reviewed the contractual requirements for this RFP. Please accept this as confirmation of our understanding of all requirements and ability to comply should we be awarded the contract. On behalf of OSS, thank you for giving us the opportunity to respond to this RFP and we look forward to building a mutually rewarding partnership.

1. **Bidder's mailing address.** ShareSTAFF  
10386 Jillson Way  
Elk Grove, CA 95757

2. **Electronic mail address, and telephone number for both the authorized signer and the point of contact designated by the bidder.**

<b>Authorized signer and</b>	
<b>Point of contact</b>	Curtis Murray
<b>E-mail address</b>	<u>govt@sharestaff.net</u>
<b>Telephone number</b>	916.695.8411

3. **Bidder's corporate status.** ShareSTAFF is a division of One Source Staffing Solutions, Inc. A private S-Corporation incorporated in California 2014, providing Contingent Staffing, Information Technology Consulting, Services throughout the United States.

4. **Bidder's DUNS Number.** Data Universal Numbering System number is 080132865

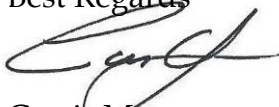
5. **Bidders' Federal Employer Tax Identification Number (FEIN).** FEIN is 46-4905249

6. **California Entity Identification Number.** C3644571

7. **E-Verify Federal Work Authorization Program.** ShareSTAFF is enrolled and participates in the E-Verify program.

8. **Compliance with Contract Terms.** ShareSTAFF will comply with all Contract Terms and Conditions as indicated by this RFP.
9. **No Inducements.** No attempt has been made or will be made by ShareSTAFF to induce any other person or firm to submit or not to submit a proposal.
10. **Non-discrimination.** ShareSTAFF does not discriminate in its employment practices with regard to race, color, religion, age, sex, marital status, political affiliation, national origin, or disability.
11. **Prices Quoted in the Proposal.** The prices quoted have been arrived at independently, without consultation, communication, or agreement, as to any matter relating to such prices with any other bidder or with any competitor for the purpose of restricting competition; and unless otherwise required by law, the prices quoted have not been knowingly disclosed by ShareSTAFF prior to award, directly or indirectly, to any other bidder or to any competitor.
12. **Authorized Signature.** Curtis Murray is the person responsible for and authorized to make decisions regarding prices quoted. He will not participate in any action contrary to items above.
13. **Subcontractor Statement.** ShareSTAFF can fulfill the needs of any contract resulting from this RFP without the use of a subcontractor.
14. **Minimum Qualifications Requirements.** ShareSTAFF is in compliance with the qualifications as noted in this RFP.
15. **Litigation.** ShareSTAFF is not party to any civil litigation, arbitration or proceeding. Should that status change we will send notification as noted within 30 days of the occurrence.
16. **Request for Confidential Treatment of Information.** There is no request for treatment of confidential information included in this proposal.
17. **Financial's.** Will provide upon letter of intent to award

Best Regards



Curtis Murray

Vice President/Partner

Email: [govt@sharestaff.net](mailto:govt@sharestaff.net)

Phone: 916-695-8411

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## EXECUTIVE SUMMARY

One Source Staffing Solutions, Inc. is a national full-service staffing firm with a reputation for quality, superior technical skills, and proven customer service-oriented results. Our mission is to understand our client facilities staffing needs and become a resource for ongoing care in the community. We use Information Technology in meeting and resolving their complex business and technical challenges. OSS has been providing the highest quality of integrated, full lifecycle staffing services since 2014, across a broad range of business and technical platforms. ShareSTAFF was created as a subdivision of its own in 2016 to serve public-sector clients.

At ShareSTAFF we believe that for organizations to exceed the expectations of their customers in a competitive environment, formation of a value chain founded on core competencies is imperative. ShareSTAFF perseveres to form such a value chain. This enables ShareSTAFF to help our clients use technology to improve their core business processes. This allows our customers to focus on their core competencies.

At ShareSTAFF we listen, learn, and then co-create business solutions. ShareSTAFF solves client problems through a durable national infrastructure and powerful methodologies. We deliver profitable results that accelerate our clients' competitive advantage.

Our goal is to assist our clients in leveraging their resources to improve business performance. Utilizing a knowledge-based approach, we bring our collective thinking to each engagement. We are committed to making our processes accessible, sharing information and insights and inviting participation to and from our Clients. It is this ability that makes the ShareSTAFF process so special.

We provide a climate where employees are continually developing their skills and are committed to meeting and exceeding client expectations. We invest a significant portion of our gross income on training our employees to continually improve efficiency and productivity while maintaining the professionalism required for conducting business in a competitive marketplace. This enables the employees to stay abreast with the latest technologies and new developments.

Our employees are on the high end of the spectrum with respect to their compensation while our service delivery costs are at the low end. This enables us to deliver top quality services at very competitive prices. We believe that our employees are our most important assets and back that up with excellent compensation package and benefits.

## EXPERIENCE

OSS began providing healthcare professionals in February 2014 as One Source Staff Solutions, Inc. When OSS was founded, it was built upon a philosophy that true success manifests itself in meaningful relationships. At OSS, we believe that relationships that are built on mutual trust are the relationships that last. It is this long-term philosophy that generates an attitude of service towards our clients. This mind-set is prevalent all the way from our president and management team to our consultants. Service means that we maintain a professional and friendly demeanor even under adverse circumstances. Service means that we listen carefully to our customers and pay close attention to details. Service means that customer satisfaction is always OSS 's top priority.

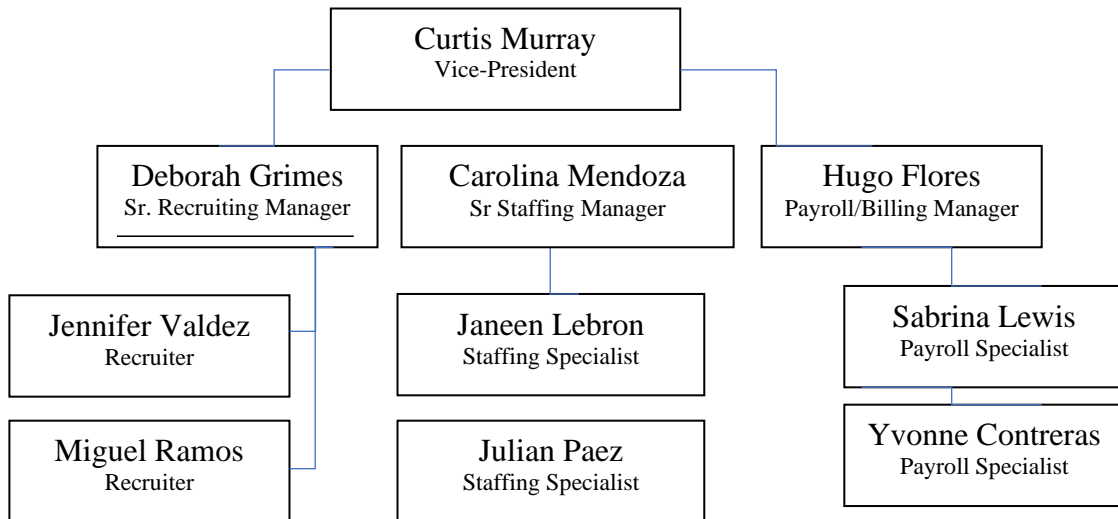
The OSS name was assigned to the division tasked with servicing the specialized needs of our public-sector clients. Over the next four years, OSS built a strong, collaborative working relationships with key business and technical stakeholders. Our primary goal being to provide highly reliable, staffing support and services to help our clients protect, serve, connect, and operate more efficiently. With the knowledge that clients drive our company, we stand firmly behind our belief that we can never be “too close to a client’s needs” or be “listening too much.” It is through our customers that we identify and capture market transitions, measure our success, and design and create solutions. Our customer-centric approach – combined with our culture – is what makes us a “vendor of choice.”

OSS remains committed to creating solutions. OSS supports public and private sector customers around the country by delivering innovative, integrated mission capabilities through thought leadership, advanced technologies, and services. The OSS staff comprises of a team that not only understand the unique challenges of staffing, but also bring years of personal experience to help solve these challenges.

OSS provides tools, training, resources and experience needed to seamlessly navigate all employment regulations and significantly reduce the cost and burden of providing qualified contingent staff and employment services for your organization.

The OSS senior management has successfully completed contracts in the Federal, State, County and private sector. Our healthcare staffing experience has been fulfilling contracts for State and County agencies as well as Private Sector organizations. Combining our senior leaderships experience meeting governmental standards, upholding OSHA & JCAHO guidelines and 100+ years of combined staffing experience, will allow us to successfully meet the requirements outlined in this RFP.

## 2020 ShareSTAFF Government Services Organization Chart



## PROJECT MANAGER

### **Curtis Murray** **Vice President**

Curtis Murray, Vice President/Partner is the directly responsible for fulfilment and performance on all public-sector contract operations. He received his Bachelor of Science in Marketing from Lehigh University in June of 1993. Mr. Murray has the support and sponsorship of the entire ShareSTAFF senior executive team. Mr. Murray brings first-hand experience on the challenges associated with multi-state Private and Government sector healthcare staffing and recruiting from his direct involvement in the successfully completed contracts with State of California’s Department of Mental Health, California’s Department of Corrections, City of Woodlake, City of Visalia, San Bernardino County, State of Wisconsin Department of Veterans Affairs, Southwest Key Programs, City of Roseville, State of Minnesota Department of Corrections, State of South Carolina Department of Mental Health, State of Georgia Department of Behavioral Health and Development and Yolo County. He will act as Project Manager, and with his leadership team, will provide oversight to the Fulfilment Team. He has been, and will remain, directly involved in the planning and execution of the County’s Contract. On a regular basis, Mr. Murray and his leadership team will review the status of all transition projects; the transition risks and issues report; the project plans for upcoming transitions; and the staffing and ongoing support requirements.

Mr. Murray is a results-oriented executive with fifteen years of experience in the staffing industry, eleven years’ experience in contract acquisition, management, fulfilment and operations, and nine years’ experience at the executive level in human resource and workforce operations, development, and recruiting. Mr. Murray joined ShareSTAFF in May of 2015 bringing his special depth in organization development and contract fulfillment. Mr. Murray is an effective, seasoned and versatile professional with a proven track record in a highly competitive environment.

<ul style="list-style-type: none"> <li>▪ Training and Development</li> <li>▪ Benefit Administration</li> <li>▪ Staff Training/Leadership</li> <li>▪ Financial Management</li> <li>▪ JCAHO &amp; OSHA Regulations &amp; Compliance</li> <li>▪ Recruiting and Retention</li> <li>▪ Federal, State Labor Law Compliance</li> <li>▪ EEO &amp; Workers Compensation</li> <li>▪ P&amp;L Accountability</li> <li>▪ Budgeting/Forecasting</li> <li>▪ Compensation Analysis</li> <li>▪ Contract Negotiations</li> </ul>	<ul style="list-style-type: none"> <li>▪ Process &amp; Performance Improvements</li> <li>▪ Project Lifecycle Management</li> <li>▪ Performance Metrics, Measurements &amp; Results</li> <li>▪ FMLA/CFRA Compliance</li> <li>▪ Change Management &amp; Organizational Strategy</li> <li>▪ Corporate Communications</li> <li>▪ Policy Development &amp; Administration</li> <li>▪ Complaint Resolution</li> <li>▪ Employee Relations</li> </ul>
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## PAST PERFORMANCE

At OSS, we believe in focusing on building strong individual client relationships. Therefore, the value that we place on our relationship is a priority. We are large enough to provide temporary staff augmentation services to Public Entities and small enough to provide the personal detailed attention and commitment required to provide service of the highest quality. Additionally, OSS is large enough to provide its workers with superior benefits and training opportunities, and small enough to stay close to their projects and personal goals. OSS 's perspective places tremendous value on our long-term relationships with our clients and the quality of the service that we provide to them

One Source Staffing Solutions, Inc. operates 5 divisions [Light Industrial, Clerical, Accounting & Finance, IT, Medical] from 5 branches. Three in California (Sacramento, Stockton & La Verne) one in Austin, Texas and one in Scottsdale, Arizona. These locations allow us to successfully recruit and staff facilities & organizations throughout the United States

<b><i>Public Sector Contract Performances</i></b>				
<b><i>Organization</i></b>	<b><i>Location</i></b>	<b><i>Period</i></b>	<b><i>NAICS</i></b>	<b><i>Personnel</i></b>
California Department of State Hospitals	CA	2014-Present	561320	Medical
Georgia Department of Behavioral Health	GA	2014-2016	561320	Medical
State of Minnesota Dept. of Corrections	MN	2015-2018	561320	Medical
Richard M. Campbell Veterans Home	SC	2015-Present	561320	Medical
Veterans Victory House	SC	2015-Present	561320	Medical
South Carolina Department of Mental Health	SC	2014-Present	561320	Medical
Southwest Key Program	TX	2016-2017	561320	Medical
Emergence Health Network	TX	2016-Present	561320	Medical
Wisconsin Veterans Home Union Grove	WI	2016-Present	561320	Medical
DuPage County Convalescent Center	IL	2017-Present	561320	Medical
California Veterans Home West Los Angeles	CA	2017-Present	561320	Medical
Sonoma Developmental Center	CA	2018-Present	561320	Medical
South Carolina DDSN	SC	2017-Present	561320	Medical
State of Massachusetts Department of Mental Health	MA	2018-Present	561320	Medical
State of Vermont Veterans Home	VT	2017-Present	561320	Medical
Colorado Department of Veterans Affairs	CO	2016-Present	561320	Medical
Colorado Department of Corrections	CO	2017-Present	561320	Medical
<b><i>References</i></b>				
CA Department of Veterans Affairs Desiree Cloud 424-832-8291 <a href="mailto:Desiree.cloud@calvet.ca.gov">Desiree.cloud@calvet.ca.gov</a>	Colorado Department of Veterans Affairs Colorado Mental Health Institute at Pueblo Keri Law 719-546-4694 <a href="mailto:Keri.law@state.co.us">Keri.law@state.co.us</a>			
State of Wisconsin Veterans Home Laurel Knudson, Director of Nursing 262-878-6702 <a href="mailto:Laurel.knudson@dva.wisconsin.gov">Laurel.knudson@dva.wisconsin.gov</a>	South Carolina Department of Mental Health Dr. Patricia Handley, DNP, MSN, RN Chief Nursing Officer 803-935-7886 <a href="mailto:Patricia.handley@scdmh.org">Patricia.handley@scdmh.org</a>			
Colorado Department of Corrections Ryder May 970-521-8810 <a href="mailto:Ryder.may@state.co.us">Ryder.may@state.co.us</a>	Colorado Department of Corrections Ellen Scott 303-307-2598 <a href="mailto:Ellen.scott@state.co.us">Ellen.scott@state.co.us</a>			

## FIRM CAPABILITIES

### INITIAL APPROACH AND PLAN

SHARESTAFF works with each individual client to define the issues and then develop and implement the right solution. Our strength lies in our ability to architect solutions to address our client's business needs. OSS has the philosophy of looking at the big picture and maintaining a long-term perspective. The "Service" attitude is embedded in the culture of the organization. OSS's management team comprises of seasoned professionals with each business-unit head possessing many years of experience in their areas of expertise.

#### **Contractor Phase-In**

Backed by years of staffing transition experience, we provide a proven process for transition simplicity, efficiency and continuity of care. We clearly discuss and expertly manage the following steps:

- Total Onboarding Requirements.
- Transition and Implementation Plan – A customized blueprint clearly outlining all the tasks, personnel/resources, and key milestones required.
- Account Set-Up Procedures and Process of Customizing the County's access and usage of Avionte Staffing Software's internal and mobile applications.
- Transition of Existing Temporary Workers in compliance with ASA guidelines.
- Payroll integration.
- On-Site Management Implementation – delivering a seamless and convenient migration of our staff to your facility

#### **Compliance**

SHARESTAFF will provide recruiting services in accordance with all applicable federal, state and local laws, regulations, nursing and industry standards, the specific policies and directives of your organization. Our internal and temporary placement personnel will comply with the standards established by JCAHO, HIPAA, OSHA and those accepted as best practice under nursing standards.

#### **Incumbent Transition (If Applicable)**

SHARESTAFF will transition the incumbent personnel who choose to continue their assignments. Initial evaluation reports will be completed and reviewed with your management personnel to determine what if any quality control directives need to be discussed on those that have transitioned. Upon award, SHARESTAFF will utilize our recruiting resources and network, guided by the PWS to build and maintain additional staff to meet your facilities needs throughout the term of the contract.

**Transition:** Total transition will be complete 30-post contract start date.

## RECRUITING

At SHARESTAFF we believe that the quality of our people speaks for itself. Our extensive recruiting and interviewing process ensures that our consultants are "cream of the crop". When SHARESTAFF provides our clients with quality people, this automatically generates requests for additional quality people. As a result, 75% of our business is repeat business and often turns into long-term assignments. Satisfied clients such as these are the reason why quality is our number one concern.

SHARESTAFF employs unique processes and tools to ensure we are hiring the right candidates for our clients. Every potential candidate must first complete our cloud based Integrity Assessments, which screen out undesirable candidates who have integrity problems and are predisposed to costly and dangerous behaviors such as theft, violence, or drug use. In addition, we tailor our extensive candidate interviews to include customer-specific questions, relating directly to job duties, desired behaviors, and cultural fit. It's more than just asking "can you do it?" Instead, SHARESTAFF is asking "will you 'do it?"

We also insist that our candidates provide us with the names and phone numbers of solid, legitimate professional references who can speak to their work performance at previous jobs. We do not accept references who will confirm dates of employment only. Instead, we require extensive information so we can make informed hiring decisions based on skills, attendance records, behavioral traits, and overall performance evaluation.

Finally, our staff is well-networked in the communities we service. Thus, they can turn to community organizations and contacts when recruiting for customer openings. SHARESTAFF is the "service of choice" in our communities, and is known for getting great jobs for great people!

The first step in providing the best possible nursing candidates is to attract those individuals into our organization. Recruiting is a core part of our business. SHARESTAFF makes every effort to attract the best candidates available in today's market and has adopted a unique and multi-faceted approach to recruiting which we target to meet your specific needs.

SHARESTAFF has in place a proactive recruitment plan to track and monitor all recruiting activities. This plan can be developed for an entire marketplace, or can be customized to meet the specific needs of each client. In addition, SHARESTAFF's corporate-based marketing staff develops new recruiting strategies, tools, and methods to enhance our overall recruiting efforts.

Once OSS has attracted quality associates into the organization, our benefit and associate recognition and rewards programs help ensure our associates stay with us. Additionally, we have found that extended hours on evenings and weekends help to attract the currently employed individual who is looking to make a change. These operational enhancements provide more opportunities for associates to participate in our testing, evaluation, and selection process at times that are convenient for them.

Our top recruiting sources, as well as details of SHARESTAFF's recruiting tools and strategies, are described below.

### **Intuitive Video Interviewing**



### **Referrals from Current Candidates and Clients**

SHARESTAFF recognizes that our company's recruiting efforts must be proactive to ensure we continue to recruit and retain the most qualified associates. All our market research data points to referrals as SHARESTAFF's most effective and efficient method of securing new associates, accounting for up to 65% of new recruits. Because we understand the importance of recruiting, SHARESTAFF has developed an aggressive referral program that provides cash incentives to associates once the referred employee has completed a certain level of service. This approach works on both active and passive candidates.

### **Direct Recruiting**

SHARESTAFF has also formed many alliances with clients and community organizations. These ongoing partnerships have resulted in recruitment sources that know exactly what kind of candidates will succeed at SHARESTAFF. These additional recruiting sources include:

- Universities and Community Colleges
- Outplacement services with companies that are downsizing
- Partnerships with job fair organizers such as National Career Fairs
- Religious & community organizations
- Employment Development Department and work centers
- Professional networking organizations

### **Electronic and Print Media**

Ongoing media investment is another major source for associates. Associates are solicited through classified ads, targeted publications, social and broad-based media on an as-needed basis. SHARESTAFF also recruits heavily via the Internet on local and national job boards. Candidates can complete the pre-application form on our website as well.

### **Referrals from Former Candidates and Clients**

Like receiving referrals from our current relationships, we maintain contact with our former contacts and continue to develop a referral network beyond our current database to ensure we are tapping into the full potential of the marketplace.

## QUALITY ASSURANCE

Our commitment to ensuring each of our clients receives the highest quality healthcare professionals, combined with a superior level of personal service, is unwavering. Our thorough Quality Assurance Program for supplemental healthcare staffing is designed to establish a smooth-running process and eliminating potential errors. Once we have been advised of your medical staffing need, our team will begin sourcing candidates according to your specifications, following this proven method:

1. **Initial Telephone Screening:** During our initial phone interview of a candidate, we ask questions relative to their motivation to make a job change, education, credentials and licensure, clinical experience, and references. We also verify that the candidate has a minimum of one year of clinical employment experience.
2. **Employment Application:** A complete application, including education, certifications, licenses, work history, and references is required prior to candidate consideration.
3. **Skills Proficiency Checklist:** The skills checklist, inclusive of The Joint Commission age-specific criteria proficiencies, must be completed by the candidate prior to consideration for any position. This list, including proficiency levels, is a critical component in us matching the candidate's skills with the requirements of a specific position.
4. **Comprehensive Interview:** Our interviewing process includes a targeted, situational- and behavioral-based questionnaire to assist in determining character and work ethic.
5. **Professional Certifications:** We require a complete listing of all professional healthcare certification credentials from each candidate. "Primary Source" verification is conducted as part of our background check upon hire, and re-verified prior to each job assignment. Current CPR certification is a mandatory requirement for all healthcare professionals employed with SHARESTAFF, with the exception of positions that do not involve patient care. We track certification dates and facilitate the certification process for employees to maintain their validity.
6. **State Licensure:** SHARESTAFF requires a complete accounting of all state licenses held by each healthcare professional. For Nursing positions, this includes verification with the National Council of State Boards of Nursing.
7. **Education & Work History Verification:** Education verification will be performed when professional certifications and/or state licenses are not available to validate education; when client specifications require education verification; or when the candidate does not have a formal education for the position they are being placed in. Work history verification is performed for all new hires and re-entry employees. We verify a minimum of one year clinical work history and three years' prior employment history. This information is verified via direct contact with facilities the candidate worked at and if necessary, third party vendors.
8. **Professional Reference Sourcing:** We perform one-on-one, direct sourcing of professional references, requiring at least one reference be obtained from a former supervisor within the prior two years whenever possible. Additional references are required for gaps of employment with SHARESTAFF of greater than six months.

9. **INS Eligibility Verification:** We verify work eligibility in person in accordance with INS regulations. In addition, we verify all new hires with the federal “E-Verify” Program. Employees with gaps of employment with SHARESTAFF of greater than six months will have eligibility re-verified.
10. **Drug Screening:** SHARESTAFF will conduct a comprehensive drug screen of each new hire and of any employees with a gap of employment with SHARESTAFF of greater than six months. We use a national HHS & SAMSHA-approved testing laboratory and the testing includes screening for all standard drugs of abuse including prescription medications.
11. **Background Check:** We conduct a comprehensive background check on each new hire and employees with a gap of employment with SHARESTAFF of greater than six months consisting of: 1) Social Security Number Match; 2) OIG/HHS - Excluded Individuals; 3) EPLS/GSA - includes OFAC search of SDN and Blocked Persons; 4) Motor Vehicle Records; 5) County Criminal; 6) Nationwide Criminal Database search; 7) State Sexual offender/Predator; 8) Primary Source Verification with state license and professional certification verification and disciplinary actions/sanctions; 9) Professional Education; 10) Additional facility pre-placement protocols and state requirements; 11) Any additional client facility specifications; 12) Any additional state screening requirements (CORI).
12. **Immunity History Verification:** We verify each candidate's immunization history and/or current status of immunity. Immunizations included in the history are Hepatitis B, Measles, Mumps, Rubella, Varicella, Tetanus-Diphtheria, and seasonal influenza. We adhere to all CDC guidelines and provide employees the immunizations and/or antibody testing as a benefit. We also promote and offer the annual flu vaccination. We track immunization due dates and facilitate a process for employees to obtain updates.
13. **Tuberculosis Testing:** We require TB skin testing on an annual basis, with all positive skin tests resolved by a negative chest x-ray and physician statement indicating symptom-free status. We provide, as a benefit to prospective employees, immunizations and/or antibody titer testing needed and TB skin testing annually. If a TB is expired, we require a two-step TB test in accordance with CDC guidelines. We track TB testing due dates and actively facilitate a process
14. **Client Specifications:** We have established a pre-assignment qualification tracking system for identifying what we refer to as “special protocols” for each client facility. This system alerts our placement personnel to specific requirements for assigned employees beyond what our standard qualification standards are nationwide. This may include additional physical examinations, blood antibody titer testing, repeat drug testing within a certain number of days prior to the assignment start date, specific professional certifications for certain job positions, respiratory fit testing, OSHA Safety Training certification, or additional background check information. We track these additional requirements and provide completed documentation to our clients.

15. **Internal QA Audits:** Our Quality Assurance Department performs ongoing internal audits covering all staffing operations. Practices and documentation are reviewed for compliance with the SHARESTAFF Medical Operations Manual, which includes policies and procedures designed to deliver the highest quality of staffing services and meet Joint Commission standards.

16.

#### **SHARESTAFF Best Practices**

SHARESTAFF through The Joint Commission (JCAHO) guidelines, established a formal Best Practices Program in to focus efforts on quality, productivity improvement and cost reduction through process improvement. The integration of JCACHO standards has provided a successful mechanism to effect change in our day-to-day work practices by streamlining workflows and processes. We have identified and shared best practices from businesses and programs across SHARESTAFF minimizing turnover and clinical incidents for our customers and the corporation.

**ATTACHMENT ONE  
FACILITY LOCATIONS  
RFP 6322 Z1**



*ShareSTAFF will be able to provide temporary medical staff at each of the locations noted below*

**Nebraska Department of Health and Human Services (DHHS) Locations:**

1. Beatrice State Development Center  
3000 E Lincoln Blvd  
Beatrice, NE 68310
2. Hastings Regional Center  
W 2 St. PO Box 579  
Hastings, NE 68901
3. Lincoln Regional Center – Main Campus  
2705 Folsom St  
Lincoln, NE 68522
4. Lincoln Regional Center – Whitehall Campus  
5845 Huntington Ave.  
Lincoln, NE 68507
5. Norfolk Regional Center  
1700 N Victory Rd  
Norfolk, NE 68701
6. Youth Rehab & Treatment Center  
Route 1, Box 23A  
Geneva, NE 68361
7. Youth Rehab & Treatment Center  
2802 30<sup>th</sup> Avenue  
Kearney, NE 68845
8. Youth Rehab & Treatment Center  
1200 Radcliff St.  
Lincoln, NE 68512

**Nebraska Department of Correctional Services (NDCS) Locations:**

1. Community Corrections Center - Lincoln  
2720 W. Van Dorn Street



**ATTACHMENT ONE  
FACILITY LOCATIONS  
RFP 6322 Z1**

Lincoln, NE 68522

2. Community Corrections Center - Omaha  
2320 Avenue J  
Omaha, NE 68110
3. Diagnostic & Evaluation Center  
3220 West Van Dorn Street  
Lincoln, NE 68522
4. Lincoln Correctional Center  
3216 West Van Dorn Street  
Lincoln, NE 68522
5. Nebraska Correctional Center for Women  
1107 Recharge Road  
York, NE 68467
6. Nebraska Correctional Youth Facility  
2610 N 20<sup>th</sup> St E  
Omaha, NE 68110
7. Nebraska State Penitentiary  
4201 S. 14<sup>th</sup> Street  
Lincoln, NE 68502
8. Omaha Correctional Center  
2323 Avenue J  
Omaha, NE 68110
9. Tecumseh State Correctional Institution  
2725 Hwy 50  
Tecumseh, NE 68450
10. Work Ethic Camp  
2309 N Hwy 83  
McCook, NE 69001

**Nebraska Department of Veterans' Affairs (DHVA) Locations:**

1. Eastern Nebraska Veterans Home (ENVH)  
12505 S. 40<sup>th</sup> Street  
Bellevue, NE 68123  
Email for invoices: [NDVA.ENVHAccountsPayable@nebraska.gov](mailto:NDVA.ENVHAccountsPayable@nebraska.gov)
2. Central Nebraska Veterans Home (CNVH)  
4510 E. 56<sup>th</sup> Street  
Kearney, NE 68847  
Email for invoices: [NDVA.CNVHPayables@nebraska.gov](mailto:NDVA.CNVHPayables@nebraska.gov)

**ATTACHMENT ONE  
FACILITY LOCATIONS  
RFP 6322 Z1**

3. Norfolk Veterans Home (NVH)  
600 E. Benjamin Avenue  
Norfolk, NE 68701  
Email for invoices: [NDVA.NVHAccounting@nebraska.gov](mailto:NDVA.NVHAccounting@nebraska.gov)
  
4. Western Nebraska Veterans Home (WNVH)  
1102 W. 42<sup>nd</sup> Street  
Scottsbluff, NE 69361  
Email for invoices: [NDVA.WNVHAccountsPayable@nebraska.gov](mailto:NDVA.WNVHAccountsPayable@nebraska.gov)

**V. 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:
			

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:
<i>J</i>			

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:
<i>J</i>			

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:
<i>JA</i>			

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:
<i>JA</i>			

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:
<i>JA</i>			

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:
<i>J</i>			

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:
<i>J</i>			

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:
<i>J</i>			

**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:
<i>J</i>			

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:
<i>J</i>			

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:
<i>J</i>			

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:
<i>J</i>			

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:
<i>J</i>			

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:
<i>J</i>			

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:
<i>JA</i>			

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:
<i>JA</i>			

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 Contactor, 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.

**VI. 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:
			

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.

**C. 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.

**D. 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.**

**E. 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.

**F. PERMITS, REGULATIONS, LAWS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>J</i>			

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.

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

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>J</i>			

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.

**H. INSURANCE REQUIREMENTS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>J</i>			

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 as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

<b>REQUIRED INSURANCE COVERAGE</b>	
<b>COMMERCIAL GENERAL LIABILITY</b>	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
Independent Contractors	Included
Abuse & Molestation	Included
<b><i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i></b>	
<b>WORKER'S COMPENSATION</b>	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
<b>COMMERCIAL AUTOMOBILE LIABILITY</b>	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
<b>UMBRELLA/EXCESS LIABILITY</b>	
Over Primary Insurance	\$5,000,000 per occurrence
<b>PROFESSIONAL LIABILITY</b>	
Professional liability (Medical Malpractice)	Limits consistent with Nebraska Medical Malpractice Cap
Qualification Under Nebraska Excess Fund	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate

<b>COMMERCIAL CRIME</b>	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
<b>MANDATORY COI SUBROGATION WAIVER LANGUAGE</b>	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
<b>MANDATORY COI LIABILITY WAIVER LANGUAGE</b>	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

**3. EVIDENCE OF COVERAGE**

The Contractor shall furnish the State Purchasing Buyer, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

State Purchasing Bureau  
RFP#: 6322 Z1  
Attn: Dianna Gilliland  
1526 K Street, Suite 130  
Lincoln, NE 68508  
[Dianna.gilliland@nebraska.gov](mailto:Dianna.gilliland@nebraska.gov)

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

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.

**I. NOTICE OF POTENTIAL CONTRACTOR BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>J</i>			

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.

**J. ANTITRUST**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>J</i>			

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.

**K. CONFLICT OF INTEREST**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>JA</i>			

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.

**L. STATE PROPERTY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>JA</i>			

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).

**M. SITE RULES AND REGULATIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>JA</i>			

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.



**N. NDCS SECURITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>J</i>			

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.

**O. ADVERTISING**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>J</i>			

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.

**P. 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.

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

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>JA</i>			

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.

**R. DRUG POLICY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>JA</i>			

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.

**S. WARRANTY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
<i>JA</i>			

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.

**VII. 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:
<i>JA</i>			

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:
<i>JA</i>			

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.

**VIII. 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:	One Source Staffing Solutions, Inc. dba ShareSTAFF
Contractor Address:	445 W. Weber Ave, Suite 222, Stockton, CA 95203
Contact Person & Title:	Curtis Murray, Vice President/Partner
E-mail Address:	govt@sharestaff.net
Telephone Number (Office):	916-695-8411
Telephone Number (Cellular):	916-695-8411
Fax Number:	

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:	One Source Staffing Solutions, Inc. dba ShareSTAFF
Contractor Address:	445 W. Weber Ave, Suite 222, Stockton, CA 95203
Contact Person & Title:	Curtis Murray, Vice President/Partner
E-mail Address:	govt@sharestaff.net
Telephone Number (Office):	916-695-8411
Telephone Number (Cellular):	916-695-8411
Fax Number:	

**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: One Source Staffing Solutions, Inc. dba ShareSTAFF

PO Box Address: n/a

Physical Address: 445 W. Weber Ave, Suite 222

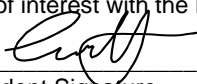
City/State/Zip: Stockton, CA 95203

Phone Number: 916-695-8411

Name/Title of Contact: Curtis Murray, Vice President/Partner

		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>One Source Staffing Solutions, Inc.</u> Principle Office Address: <u>445 W. Weber Ave, Suite 222, Stockton, CA 95203</u> Registered Agent and Office Address: <u>TBD</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

09.02.2020  
 \_\_\_\_\_  
 Date

## 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:	<b>One Source Staffing Solutions, Inc. dba ShareSTAFF</b>
COMPLETE ADDRESS:	<b>445 W. Weber Ave, Suite 222, Stockton, CA 95203</b>
TELEPHONE NUMBER:	<b>916-695-8411</b>
FAX NUMBER:	
DATE:	<b>09.02.2020</b>
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	<b>Curtis Murray, Vice President/Partner</b>