

II. TERMS AND CONDITIONS

Bidders should complete Sections II through VI as part of the proposal. Bidder should 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 solicitation, 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 reject or negotiate the bidder's 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 reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this RFP.

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. 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 Solicitation Response (Initial)	NOTES/COMMENTS:
KM			

The contract resulting from this solicitation shall incorporate the following documents:

1. Request for Proposal and Addenda;
2. Amendments to the solicitation;
3. Questions and Answers;
4. Bidder's proposal (Solicitation and properly submitted documents);
5. The executed Contract and Addendum One to Contract, if applicable; and,
6. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

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: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) Addendum One to Contract, 3) the Request for Proposal and any attached Addenda, 3) Amendments to solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda, and 5) the bidder'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 Solicitation Response (Initial)	NOTES/COMMENTS:
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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, electronically, or mailed. All notices, requests, or communications shall be deemed effective upon receipt, unless mailed and in such case, notices, requests, and communications will be deemed effective within five (5) calendar days following deposit in the mail.

C. BUYER'S REPRESENTATIVE

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

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
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The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the awarded bidder. The awarded bidder will be notified in writing when work may begin.

F. AMENDMENT

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

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the solicitation. 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.

H. VENDOR PERFORMANCE REPORT(S)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
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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 solicitation 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 Solicitation Response (Initial)	NOTES/COMMENTS:
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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 Solicitation Response (Initial)	NOTES/COMMENTS:
Km			

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. 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, 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 Solicitation Response (Initial)	NOTES/COMMENTS:
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Allowing time to cure or the acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party, including, but not limited to the right to immediately terminate the Contract for the same or a different breach, or 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 Solicitation Response (Initial)	NOTES/COMMENTS:
Km			

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 Solicitation Response (Initial)	NOTES/COMMENTS:
KM			

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. INTELLECTUAL PROPERTY

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

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

3. PERSONNEL

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

4. 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.

5. ALL REMEDIES AT LAW

Nothing in this agreement shall be construed as an indemnification by one Party of the other for liabilities of a Party or third parties for property loss or damage or death or personal injury arising out of and during the performance of this contract. Any liabilities or claims for property loss or damages or for death or personal injury by a Party or its agents, employees, contractors or assigns or by third persons, shall be determined according to applicable law.

6. 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 Solicitation Response (Initial)	NOTES/COMMENTS:
KM			

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 Solicitation Response (Initial)	NOTES/COMMENTS:
KM			

Failure to initiate contact with an individual upon receiving notification from DHHS within three (3) business days may result in an assessment of liquidated damages due the State of \$1,000 (one thousand dollars) per day, per individual that is to be contacted until contact is initiated. Contractor will be notified in writing when liquidated damages are assessed. Damages will be assessed against Contractor's subsequent submitted invoice(s).

P. ASSIGNMENT, SALE, OR MERGER

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

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 Solicitation Response (Initial)	NOTES/COMMENTS:
KM			

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 Solicitation Response (Initial)	NOTES/COMMENTS:
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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.

Consistent with the purpose of this Agreement – to obtain from the Contractor contact tracing services to combat the COVID-19 pandemic – the Parties agree that default or delay in the performance of obligations caused by the COVID-19 pandemic shall not constitute a Force Majeure Event.

S. CONFIDENTIALITY

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

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.

All information entered into the State's Systems or otherwise collected while performing services under this agreement shall not be sold by Contractor. This provision shall survive the termination or expiration of this contract.

All information entered into the State's Systems or otherwise collected while performing services under this Agreement shall not be shared or disclosed by Contractor with any other entity or individual, unless (a) required by applicable law, or (b) authorized by the State in writing, prior to such disclosure or sharing. This provision shall survive the termination or expiration of this contract.

T. OFFICE OF PUBLIC COUNSEL (Statutory)

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.

U. LONG-TERM CARE OMBUDSMAN (Statutory)

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.

V. EARLY TERMINATION

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

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.

W. CONTRACT CLOSEOUT

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

No later than 30 days after termination or expiration of the contract, the Contractor shall, unless stated otherwise herein:

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

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

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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 bidder'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 Solicitation Response (Initial)	NOTES/COMMENTS:
KM			

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

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

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

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

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

D. COOPERATION WITH OTHER CONTRACTORS

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

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

E. PERMITS, REGULATIONS, LAWS

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

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.

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

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

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.

G. INSURANCE REQUIREMENTS

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

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, 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.

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 two (2) years 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 two (2) years 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.

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
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	\$5,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
Independent Contractors	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$1,000,000 per occurrence
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$3,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"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 Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

State of Nebraska
 State Purchasing Bureau
 Attn: Connie Heinrichs
 RFP: 6416 Z1
 Email: connie.heinrichs@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.

H. ANTITRUST

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

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.

I. CONFLICT OF INTEREST

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

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.

J. SITE RULES AND REGULATIONS

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

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.

K. ADVERTISING

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

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.

L. 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.

M. DISASTER RECOVERY/BACK UP PLAN

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

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.

N. DRUG POLICY

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

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.

O. WARRANTY

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

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 the State, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse the State all fees paid to Contractor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

IV. PAYMENT

- A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)**
Neb. Rev. Stat. §§81-2403 states, "[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency."
- B. TAXES (Statutory)**
The State is not required to pay taxes and assumes no such liability as a result of this solicitation. 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. 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).
- D. 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.
- E. 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 Solicitation Response (Initial)	NOTES/COMMENTS:
KM			

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 (0.5%) 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.

F. INVOICES

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

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices shall be sent bi-weekly to:

Department of Health and Human Services
 ATTN: Director of Contact and Care
 301 Centennial Mall S.
 Lincoln, NE 68509

An email address will be provided upon contract execution.

Invoices shall include itemization of training hours, active hours, back-up capacity headcount with tier, and total amount due. Invoice shall also include documentation log of hours per rep each week.

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.

G. INSPECTION AND APPROVAL

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

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.

H. PAYMENT (Statutory)

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.

Form A
Bidder Point of Contact
Request for Proposal Number 6416 Z1

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

Preparation of Response Contact Information	
Bidder Name:	McGhee and Associates LLC
Bidder Address:	2791 Culloden Ave. Henderson, NV 89044
Contact Person & Title:	Kimberly McGhee, CEO
E-mail Address:	Kimberly@mcgheehandassociates.com
Telephone Number (Office):	785-370-1257
Telephone Number (Cellular):	
Fax Number:	

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

Communication with the State Contact Information	
Bidder Name:	McGhee and Associates LLC
Bidder Address:	2791 Culloden Ave. Henderson, NV 89044
Contact Person & Title:	Kimberly McGhee, CEO
E-mail Address:	Kimberly@mcgheehandassociates.com
Telephone Number (Office):	785-370-1257
Telephone Number (Cellular):	
Fax Number:	



VI. Corporate Overview

A. Bidder Identification and Information

Company Name: McGhee and Associates LLC

Company Headquarters: 4424 Grande Bluffs Lane; Manhattan, KS 66503

Entity Organization: LLC

State in which company is organized: Kansas

Year in which the company was organized: 2014

Name of the company has not been changed since first organized

B. Financial Statements are attached

C. Years in Business: 6

D. Change of Ownership: No change in ownership is anticipated

E. Office Location: 2791 Culloden Avenue; Henderson, NV 89044

F. Relationships with the State: No such contracts exist

G. Bidder's Employee Relations to State: No relationships exist

H. Contract Performance: No contract has been terminated or defaulted

I. Summary of Bidder's Corporate Experience

Number One:

A. August 2019-present

B. Current Contract

C. Answer inbound calls from medical patients that would like to leave a message for their provider or speak to a triage nurse.

D. Arrowhead Medical Center; POC Maria Tucci, 909-777-0701;

tuccim@armc.sbcounty.gov

E. Prime Contractor, Budget \$500,000.00 for 5 years

Number Two:

- A. October 2019-present
- B. Current contract
- C. Answer inbound calls from students/parents that would like to leave a message for their provider or speak to a triage nurse.
- D. Schiffert Health Center; Sheila Walker-Davis; 540-231-6608; walkersf@vt.edu
- E. Prime Contractor, Budget \$30,000.00 per year

Number Three:

- A. September 2020-present
- B. Current Contract
- C. Answer inbound calls from individuals/businesses calling with questions on how to apply for assistance from the Cares Act in Sarasota County, FL. These calls are in relation to the Cares Act that was implemented in response to COVID-19.
- D. Sarasota County; Wayne Applebee; 941-861-2577; wapplebee@scgov.net
- E. Prime Contractor, Total Compensation thru 1/31/2021- \$239,080.00

J. Summary of Personnel/Management Approach

Job Duties/Responsibilities and Qualifications

Call Center Agent/Contact Tracer Duties

- Responsible for all contact with individuals to complete contact tracing
- Provide excellent customer service at all times
- Follow up with individuals by taking specific action in a timely manner
- Enters data from individuals into state software
- Appropriately communicate with individuals in a high stress situation
- Thrives as a team player in a fast-paced, high energy, change-oriented environment
- Participates in additional training courses when needed

Qualifications for Call Center Agent/Tracer

- Previous call center experience at least 1 year
- Excellent communication and interpersonal skills, with ability to deliver QA-focused recommendations and compliance trends
- Computer proficiency, including the Microsoft Office Suite
- Ability to communicate clearly and effectively
- Ability to work in a fast-paced environment
- Ability to understand basic performance metrics and how individual performance goals correlate to overall team performance goals
- Administrative functions such as documenting the outcome of a call accordingly

Supervisor Duties

- Responsible for the supervision of assigned services agents including, but not limited to, interviewing/hiring, training, coaching, evaluating and disciplining to ensure a well-qualified team and to enhance operational success
- Responsible for monitoring individual service agent calls, evaluating calls against defined standards of performance, and providing coaching to service agents
- Identify and schedule training for service agents according to identified needs
- Utilize systems, reports and resources productively to achieve objectives in a cost-effective manner
- Implement programs for leading and motivating service agent staff to achieve recruitment organizational objectives and minimize turnover
- Perform other related duties as assigned

Qualifications for Supervisor

- Bachelor's degree

- Minimum 3 years call center experience
- 1+ year of supervisory experience

Quality Analyst Duties

- Listen to call recordings and/or live calls and score against a compliance checklist
- Identify overall compliance-related behavior trends and communicate them to management to address
- Work with managers to relay compliance issues
- Identify trends in compliance checklist data
- Remain professional, polite, and composed throughout all internal and external interactions
- Understand and perform to certain performance metrics, including number of calls monitored and accuracy rate
- Learn and adapt quickly, while following internal policies and procedures
- Successfully complete all Call Center Quality Assurance training requirements

Qualifications for Quality Analyst

- Previous Quality experience at least 1 year
- Excellent communication and interpersonal skills, with ability to deliver QA-focused recommendations and compliance trends
- Computer proficiency, including the Microsoft Office Suite

Operations Manager Duties- responsible for the overall success of the facility by directing employee activity to achieve performance goals. The Operations Manager is responsible for overseeing facility operations while leading, mentoring, and directing managers and agents.

- Directing employee activity to achieve performance goals for the location
- Building a high-performance work team to deliver an advanced level of quality and service in all daily activities
- Working in conjunction with senior leadership and utilizing financial data to drive performance improvements
- Creating excitement and engaging all employees in new business opportunities and strategies
- Generating programs and practices that deliver a high level of customer satisfaction
- Creating, fostering and maintaining strategic business relationships within market, region and company

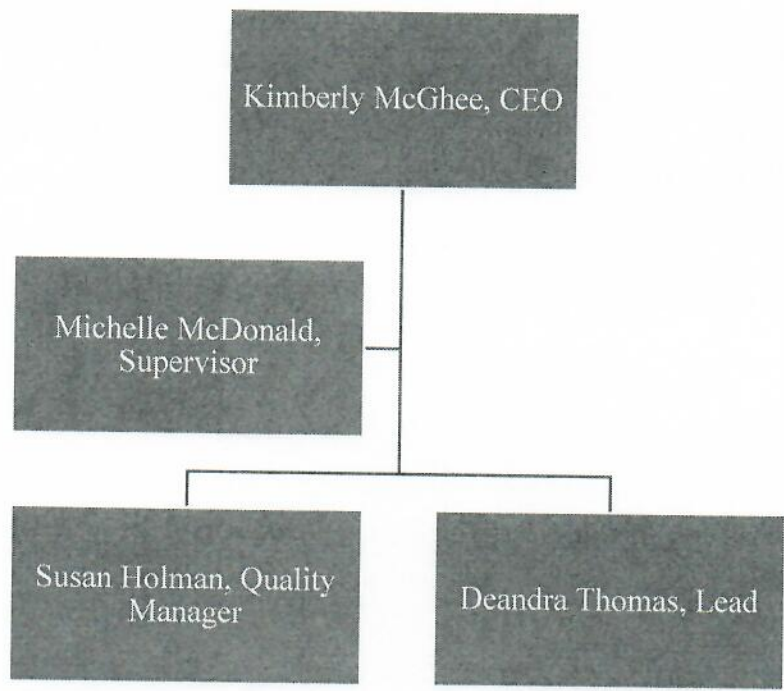
**This Operations Management role is very hands-on. It requires a leader who leads by example and is proactive as well as strategic. The success of the Operations Manager is based on the performance of

their team so it is essential that the operations manager has the confidence and ability to effectively coach, train, and develop team members.

Qualifications for Operations Manager

- Bachelor's degree from a four-year college or university and 3-5 years management experience; or equivalent combination of education and experience
- Flexibility, innovation and the ability to manage staff, responsibilities and priorities in a fast paced, growth-oriented and time-critical environment
- Ability to effectively respond to and interact with staff at all levels of the organization
- Excellent presentation/facilitation, organizational, analytical, interpersonal and written/oral communication skills
- Willingness to work flexible schedules including weekends, holidays and evenings

.**Resumes are attached***



Deandra Thomas
59 Oakville Rd Griswold CT
Email: DeaThomas59@gmail.com
Telephone: 860-383-5735

WORK EXPERIENCE

Data Management Specialist II
11/2013 - 11/2017
McGhee & Associates, LLC

- Communicates necessary information to Supervisor and management staff to assure accuracy of data with agencies requiring medical office interpretation
- Performs administrative and office support activities through CRM
- Answers and transfers incoming telephone calls with clients providing time sensitive data in an efficient manner
- Performs word processing, filing, and email/faxing
- Extensive software skills & competencies are required, as well as Internet research abilities and strong communication skills. Includes: MS Office (Outlook, Word, Excel, PowerPoint) and also preferably a familiarity with Visio, Project and Access
- Work under the direction of the Operations Manager/Compliance Department
- Follow up and communicate with clients regarding processes as well as communicate with providers regarding data management

MEDICAL RECORDS CLERK ASSISTANT
11/2008 - 09/2013
Hartsfield Medical Group

-
- Reviews schedule and pulls patient charts for all office visits in a timely and accurate manner
- Reviews records to ensure required reports and signatures are included
- Purges charts on a timely basis and follows process for storage according to Company policy
- Copies and maintains medical records logs for all urgent copy requests
- Prepares and monitors all outside copy services
- Maintains strict confidentiality of all information within the facility
- Completes daily tasks to maintain medical record compliance

EDUCATION

University of Maryland
2003 - 2007
Bachelor of Science Degree in Health Sciences minor in Sociology

PROFESSIONAL SKILLS

- PC skills- demonstrate proficiency in Microsoft Office applications and others as required
- Keyboarding skills at 55-70 w.p.m
- Excellent typing skills, data entry, filing and computer applications
- Prior experience working in a medical office setting

- Knowledge of Medical Terminology
- Advanced computer skills using various software applications including Microsoft Word & Excel
- Experience in using Microsoft Office: Excel, Word, etc. Adobe Pro and demonstrated ability to learn/adapt to computer-based tracking and data collection tools

REFERENCES

Upon request

Michelle McDonald

**7856 Addison St
Houston
TX**

**Phone
+14694982012**

EXPERIENCE

Dallas, TX

CALL CENTER SUPERVISOR, MCGHEE & ASSOCIATES

11/2017 – present

- Applies functional and technical expertise and knowledge of performance standards to provide on-the-job training to team members
- Reviews performance data (e.g., scorecard, ACE behaviors, monitored calls, etc.) and diagnose performance gaps to identify performance and productivity gaps
- Discusses Monthly Achievement Plans regularly with Representatives to identify and agree on actions to improve performance
- Creates and implements individual development plans and related coaching plans to establish behaviors that will lead to improved metrics
- Implements and documents coaching, performance improvement, and recognition plans, as well as performance evaluations to optimize individual and team performance
- Collaborates with local HR to plan for and ensure mandatory team and individual training targets are met
- Implements formal and informal practices and procedures to motivate and recognize employees and ensure employee engagement is high

Houston, TX

COLLECTIONS CALL CENTER SUPERVISOR

11/2008 – 06/2016

- Write and administer effective formal performance appraisals, performance coaching and progressive discipline
- Motivate and develop associates with innovative recognition techniques to ensure individual and team performance expectations are met
- Evaluates the quality of Customer Service Associates' calls from customers; provides feedback to reps on strengths and areas for improvement
- Conduct interviews and recommend talented candidates for hire to maintain a dedicated, high performing workforce
- Perform other duties as assigned
- Approves and implements streamlining opportunities and process improvements
- Provide best in class customer service to internal and external customers

CALL CENTER SUPERVISOR

AUSTIN, TX

07/2005 – 07/2008

- Develops staff through coaching, providing performance feedback, providing effective performance assessments, and establishing performance development plans
- Observes and evaluates team members' performances and completes performance reviews and individual training, improvement, and development plans
- Monitors and evaluates customer service performance. Identifies operational issues and process improvements, and implements strategies to improve performance
- In the Call Center Manager's absence, assists with the daily management of the center. Performs other related duties and special projects as requested
- Monitors department work productivity, reports on trends, and recommends and implements changes to continually improve work productivity
- Manages annual performance review process by writing and delivering performance and pay messages
- Develops, motivates, evaluates and coaches staff on work procedures, proper call handling and teamwork delivering excellent customer service

EDUCATION

SOUTHWESTERN UNIVERSITY 2003

Bachelor of Business Degree minor studies in Small business Management

SKILLS

- Demonstrated proficiency to focus on details, handle multiple tasks and remain highly organized in a fast-paced environment
- Ability to apply detailed knowledge of organizational procedures to make independent decisions and serve as a credible resource for a senior management team
- Excellent knowledge in trouble-shooting IOS, Android App, and Bluetooth devices with the ability to coach and support technical representatives
- Strong knowledge of applications and resources available for account management
- Considerable knowledge of the company's products, services and business operations to enable resolution of customer inquiries
- Considerable knowledge of the company's products, services and business operations to enable resolution of customer inquiries
- Excellent analytical skills to collect appropriate data and make good decisions quickly
- Solid leadership skills, strong initiative, strong analytical and decision-making skills
- Leadership skills, initiative, a detail orientation, strong analytical skills, and decisive decision-making skills
- Excellent people and interpersonal skills to build effective relationships with internal and external professionals

Susan Holman

Henrico, VA E: susan.howell@gmail.com T: 804-571-1828

Professional Summary

Expert quality control manager with exceptional leadership skills and dedication to customer satisfaction. Strong analytical abilities and strategic planning skills to develop effective QC procedures and efficient solutions to address production issues, improve operational efficiency, and reduce overall project costs. Excellent communication skills to collaborate with internal managers, QC team members, and production technicians as well as maintain strong and loyal customer relationships.

Work Experience

Quality Control Manager McGhee & Associates 2016-present

- Oversee all quality control operations, including making team assignments, providing support to lead management, and completing annual performance reviews.
- Develop comprehensive quality control requirements and procedures for each project, including performance sample ratios, QC rating formulations, and flowcharts for solving production issues.
- Collate all QC data from quality assurance personnel, and create detailed production reports for project managers and clients.
- Interface directly with clients to determine appropriate QC requirements prior to project implementation, provide quality assurance information throughout, and ensure customer satisfaction at project completion.
- Perform quarterly testing and optimization analysis on agents to ensure correct operational performance and results.

Quality Performance Facilitator LiveOps, Inc. 2013-2016

- Communicated with mid management to provide QC details and develop effective plan for addressing quality issues.
- Documented all QC issues in database, including information on errors specifications along with recommended modifications to address issues.
- Developed automatic client feedback program to provide QC information directly to clients, increasing transparency and improving client relations management.

Quality Control Assistant
Riexinger Asset Management, LLC
2010-2013

- Assisted quality control team leader in performing QC tests on production samples.
- Recorded all relevant details from QC tests in proprietary database program according to stated documentation procedures.
- Utilized QC equipment and visual inspection techniques to determine overall quality and compliance with project requirements.
- Participated in on-the-job training with senior QC technicians and achieved a perfect score on the final exam.

Education and Training

Six Sigma Certification Online Studies – 2016
American Society for Quality, Colorado

Master of Business Administration – 2005
University of Virginia

Bachelor of Science in Quality Assurance- 1999
University of Virginia

Skills

- Strong leadership skills including motivation, organization, and constructive mentoring
- Friendly and professional personality to inspire confidence from customers
- Exceptional analytical skills and detail-oriented thinking
- Strategic planning experience, including resource allocation and personnel management
- Expert-level SQL and database skills along with Microsoft Office applications

1. Describe your understanding of the project requirements, including but not limited to the Performance Requirements. Describe your approach of how you will accomplish the project requirements.

McGhee and Associates LLC will accomplish the project and performance requirements as outlined below:

A. Account Management

1. Provide and maintain qualified personnel and staffing to enable the deliverables to be provided in accordance with the contract.
2. Supervisor to agent ratio of no more than 1:25.
3. Supervisor to perform 4 quality monitors with feedback to agent monthly.
4. Have a single point of contact for the client with overall responsibility for McGhee and Associates functions under the contract.
Point of Contact: Kimberly McGhee; kimberly@mcgheehandassociates.com; 785-370-1257
5. Provide a training coordinator to provide start up and ongoing training throughout the duration of the contract.
6. Provide a full-time day-to-day manager, specifically identified with overall responsibility for the operation of the contract.

B. Call Center Operations

1. Operate and maintain physical and technical capability (i.e., offices, computer equipment, phones and other communications infrastructures, internet access and staffing) to provide Contact Tracing on behalf of the client.
2. Provide Call Center activities utilizing the client's pre-approved scripts.
3. Place contact tracing services from 10:00 AM through 7:00 PM Central Time, Monday through Friday. Weekends are also required. Calls may be made outside of normal hours if the contacted individual has requested a scheduled time outside the hours.
4. Client will have the right to adjust staffing requirements.
5. Fully implement updated scripts within 24 hours of notification from the client.
6. Provide services for clients with limited English proficiency with bilingual staff or other interpretive services.
7. Communicate with client liaison for call-related problem resolution.

C. Quality Monitoring

1. Provide the client with the ability to monitor live and recorded calls for quality assurance.
2. Provide the client with the ability to access live system reporting.

3. Record and retain calls for 30 calendar days, at which time McGhee and Associates must destroy the recording in a secure manner that renders the recording unrecoverable.
4. Make the recordings available to client available upon request.
5. Incorporate an evaluation meeting with client liaison monthly to determine status and necessary corrective action as indicated.
6. Monitor Individual staff calls routinely for Quality Assurance as follows:
Provide Quality Calibrations for Supervisor staff to ensure consistency
4 calls per week for new hires, 4 calls per month for seasoned agents

D. Training

1. Provide initial training of call center employees.
2. Provide continuous onsite up-to-date training for staff.
3. Assure most current approved materials are provided to applicable call staff.
4. Ensure all bilingual employees are “Qualified Bilingual”, demonstrating a passing proficiency level of “Advanced-Mid or higher” in Spanish as documented by proper testing.

E. System and Infrastructure

1. Provide an infrastructure that allows sufficient capacity for incoming calls and ensures that callers can place a call back to the queue, if needed. McGhee and Associates will provide capacity that ensures that infrastructure, capacity, bandwidth, and hardware or software is not a limiting factor.

F. Reporting Requirements

1. McGhee and Associates will provide a weekly report to include the following:
Total number of completed calls
Date and time of uncompleted calls
A percentage of contacts made that were completed calls
Total number of calls, either completed or uncompleted, made by McGhee and Associates per hour billed
2. Reports will be provided via email to the DHHS Contract Manager no later than 12:00 noon (Central Time) Tuesday of each week.
3. McGhee and Associates will provide ad hoc reports as requested by the state.

2. **Describe your language capabilities, including the percentage of contact tracers who are bilingual in English and Spanish, and any other languages available.**
Our staff is staffed at 50% bilingual English/Spanish agents.

McGhee and Associates staffs 50% of our workforce with Spanish bilingual agents.

- 3. Describe your experience handling Protected Health Information, including any HIPAA training that employees have previously received. If you are a covered entity under HIPAA, please provide the number of breach notifications you reported to Office of Civil Rights in the last 3 years. If you are a business associate under HIPAA, please provide the number of security incidents which required notifications to Office of Civil Rights for any covered entities for which you are a business associate in the last 3 years.**

McGhee and Associates has several years of experience handling calls on behalf of medical clients to include hospitals and medical offices.

- 4. Describe your staffing availability, including whether you can meet the required weekday and weekend hours specified in Section V.C.3.**

McGhee and Associates operates an 100% on-demand workforce that is staffed with thousands of agents based throughout the United States. We can meet the required weekday and weekend hours.

- 5. Describe your approach to workforce planning, including the speed, agility, and flexibility necessary to match your workforce to the fluctuating demand of this contract. Response should include a description of equipment provided to staff.**

McGhee and Associates operates an 100% on-demand workforce that is staffed with thousands of agents based throughout the United States. We are prepared to have hundreds of staff on back up and able to start working with appropriate notice.

- 6. Describe your ability to meet the timelines established in this RFP.**

McGhee and Associates will meet the timelines in the RFP.

- 7. Describe your capacity of in-house trainers and approach to project on-boarding.**

We will staff enough trainers to fully train staff of agents. McGhee and Associates currently has the staff available to handle the volume of calls for this project within out workforce. On-boarding would consist of training the staff and conducting

mock calls. Staff will be required to pass all mocks in order to be successful and placed on this project.

8. Describe your ability to meet the reporting requirements set forth in Section V.F, including ad hoc reporting capabilities.

1. McGhee and Associates will provide a weekly report to include the following:
 - Total number of completed calls
 - Date and time of uncompleted calls
 - A percentage of contacts made that were completed calls
 - Total number of calls, either completed or uncompleted, made by McGhee and Associates per hour billed
2. Reports will be provided via email to the DHHS Contract Manager no later than 12:00 noon (Central Time) Tuesday of each week.
3. McGhee and Associates will provide ad hoc reports as requested by the state.

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

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

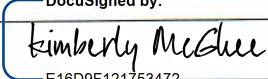
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

_____ 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 Solicitation.

_____ 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 DOCUSIGN

FIRM:	McGhee and Associates LLC
COMPLETE ADDRESS:	2791 Culloden Avenue Henderson, NV 89044
TELEPHONE NUMBER:	785-370-1257
FAX NUMBER:	
DATE:	12/20/2020 DocuSigned by:
SIGNATURE:	 E16D9F421753472...
TYPED NAME & TITLE OF SIGNER:	Kimberly McGhee CEO

Assets	
Current Assets	
Cash	1,107,917
Accounts Receivable	23,433
Inventory	0
Prepaid Expenses	20,815
Short Term Expenses	0
Total Current Assets	1,152,165
Total Fixed Assets	
Long-Term Investments	217,720
Property, Plant, and Equipment	91,021
(Less accumulated depreciation	0
Intangible Assets	20,401
Total Fixed Assets	329,142
Other Assets	
Deferred Income Tax	0
Other	0
Total Assets	1,481,307
Liabilities and Owner's Equity	
Current Liabilities	
Accounts Payable	29,729
Short Term Loans	0
Income Taxes Payable	4,593
Accrued Salaries and Wages	0
Unearned Revenue	0
Current Portion of Long Term Debt	0
Total Current Liabilities	34,322
Long-Term Liabilities	
Long-Term Debt	0
Deferred Income Tax	0
Other	0
Total Long-Term Liabilities	0
Owner's Equity	
Owner's Investment	0
Retained Earnings	0
Other	0
Total Owner's Equity	0
Total Liabilities and Owner's Equity	34,322

Revenue For year ending Dec 2019

Sales Revenue	0
(Less sales returns and allowances)	0
Service Revenue	824,591
Interest Revenue	0
Other Revenue	217,720
Total Revenues	1042311

Expenses

Advertising	0
Bad Debt	0
Commissions	0
Costs of Goods Sold	0
Depreciation	0
Employee Benefits	0
Furniture and Equipment	4,300
Insurance	0
Interest Expense	0
Maintenance and Repairs	0
Office Supplies	2,573
Payroll Taxes	0
Rent	0
Research and Development	1,117
Salaries and Wages	276,979
Software	988
Travel	0
Utilities	9,996
Web Hosting and Domains	0
Other	0
Total Expenses	295953
Net Income Before Taxes	746358
Income Tax Expense	11,196
Continous Operation Income	735,162
Net Income	1,481,520

Cash Flow Statement For year ending Dec 2019

Cash at the Beginning of the Year

Operation

Cash Receipts from

Cash Paid For

Net Cash Flow from Operations

Investing Activities

Cash Receipts from

Net Cash Flow from Investing Activities

Financing Activities

Cash Receipts from

Cash Paid For

Net Cash Flow from Financing Activities

Cash at the End of the Year

	\$50,000

Customers	824,591
Other Operations	0
Inventory Purchases	0
General Operating and Administrative Expenses	3,348
Wage Expenses	276,979
Interest	0
Income Taxes	2,999
	1107917

Sale of Property and Equipment	0
Collection of Principal on Loans	0
Sale of Investment Securities	217,720
	217720

Issuance of Stock	0
Borrowing	0
Repurchase of Stock	0
Repayment of Loans	0
Dividends	0
	0
	1,375,637

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Cash Paid For

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Investing Activities

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Net Cash Flow from Investing Activities

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