

Randstad response to the State of Nebraska

Solicitation number: 6416Z1

Contact tracing services in response to the
COVID-19 pandemic.

December 22, 2020



December 22, 2020

Ms. Connie Heinrichs & Ms. Annette Walton
Buyer(s)
State of Nebraska
1526 K Street, Suite 130
Lincoln, NE 68508
connie.heinrichs@nebraska.gov; annette.walton@nebraska.gov

RE: Solicitation Number: 6416Z1 – Contact Tracing Services in response to the COVID-19 pandemic

Dear Ms. Heinrichs and Ms. Walton:

Randstad is pleased to submit a response to the State of Nebraska's RFP for contact tracing services. Our proposal is based on meeting and exceeding the stated objectives of your RFP and leveraging the insight we have acquired from over six decades of successful and recognized service.

Our proposal seeks to address these objectives by leveraging capabilities that have been proven through years of successful partnerships, experienced management teams, strong local presence, and industry-leading technology. Taking into account the knowledge we have gained through our experience servicing local governments (including COVID-19 related staffing), we can assure you that our service delivery strategy will be focused on improving efficiencies and increasing value to the State.

The State of Nebraska is an important potential client to Randstad, and our goal in fostering a true partnership is to meet and exceed your expectations by providing the highest value and quality in every aspect of our service. Randstad's extensive, proprietary candidate database combined with local market knowledge and competitive rates will provide a personalized, effective workforce solution.

To ensure quality service delivery, our approach will be to focus on streamlining the communication between Randstad and the State through a dedicated Single Point of Contact. Additionally, we will engage a local account management teams with the support of a robust delivery model and a tenured recruiting team. Our program will also include a consistent selection process and a quality control program, all designed to positively impact your operations at every level.

We are excited about the opportunity to partner with the State of Nebraska and respectfully request the opportunity to discuss our response in further detail. Please feel free to reach me directly at 404.405.9135.

Sincerely,



Sean O'Connell
Regional Sales Director

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proposal requirements.

I. 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:
PA			

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 as established in the State of Nebraska.

B. NOTIFICATION

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

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:
PA			

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:
PA			

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:
PA			

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:
PA			

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:
PA			

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:
PA			

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:
		PA	<p>Bidder respectfully requests the following language be removed from Section J – Breach:</p> <p>Remove the following: "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."</p> <p>Replace the above language with the following:</p> <p>"In case of default of the Contractor, Contractor shall refund all unearned amounts related to the uncured breach, pursuant to Section M of the contract,"</p> <p>Rationale: The State has indemnification rights against Contractor under Section M "Indemnification", subject to the terms modified by Contractor below.</p>

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:
PA			

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:
PA			

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:
		PA	<p>Bidder respectfully request the following language changes to Section M – Indemnification: Under Section M.2- Intellectual Property, remove the last sentence and replace with the following: “Additionally, Contractor shall have no indemnification obligation to the the indemnified parties based on claims of infringement to the extent such claims arise as a result of: (i) the indemnified parties’ combination of items, deliverables or services with other products or services not foreseeable by Contractor, (ii) the Contractor’s implementation of the indemnified parties’ originated items, design and/or specifications, (iii) the indemnified parties’ modifications of the deliverables or items provided by Contractor’s assigned employees, or (iv) the incorporation of items, materials or software provided to Contractor by any indemnified party.” In the event Contractor is unable to provide to provide a cure or settle the infringement claim, Contractor shall promptly refund a prorated amount of the fees paid by the Indemnified Party for the infringing item(s).”</p> <p>Rationale: There are additional items by the State, which may have contributed to the infringement claim outside the control of Contractor.</p>

		<p>Bidder respectfully requests the addition of a new Sections M.7 as follows: M.7 - Additional Exceptions to Indemnification Obligations: “Notwithstanding any other terms in this contract to the contrary, Contractor’s liability hereunder and/or indemnity obligations shall not extend to any claims or damages to the extent caused by: (a) the indemnified parties’ negligence or intentional misconduct; (b) the indemnified parties’ breach of applicable law; (c) the indemnified parties’ breach of this Agreement; or (d) acts of Contractor’s employees performed under the direction or supervision or instruction of the indemnified party and within the scope of their assigned duties, or such written specifications or requirements from the indemnified party where such claim would have been avoided in the absence of such indemnified parties’ instruction, written specifications or requirements.”</p> <p>Rationale: The above items are within the control of the State and not Contractor.</p> <hr/> <p>Bidder respectfully requests the addition of a new Sections M.8 as follows: M.8. Indemnification Obligation by the State:</p> <p>“If any position under this contract requires or permit any Contractor assigned employee(s) to perform any part of his or her job duties while working at home (“WFH”), in which the assigned employee will have access to or process personal identifiable information, including but not limited to social security numbers, dates of birth, addresses, phone numbers, credit card information, bank account numbers and any other data defined as personal identifiable information by law (“PII”) owned or used by an Indemnified Party, to the fullest extent permitted by law, the Indemnified Party agrees to indemnify and hold harmless Contractor, its related corporate entities, officers, agents and employees from any and all loss or damage or injury to all persons (including but not limited to workers’ compensation claims) arising out of or resulting from: (i) any and all liability related to the disclosure of or use of PII to the extent caused by the acts, errors or omissions of any of Contractor’s assigned employees performing services for an Indemnified Party or (ii) the provision of the services performed by Contractor’s assigned employee(s) while working from home, regardless of whether such loss or damage arises from a negligent act or omission of the individual assigned employee or Contractor. This contract shall not be limited in any way by the amount or type of damages, compensation or benefits payable by or for the Contractor under workers’ compensation acts, disability benefits claims or other employee benefit acts.</p> <p>Rationale: Included indemnification requirements for talent working from home and for cases involving the talent’s access to PII will working from home.</p> <p>Bidder requests the addition of a new Sections M.9 as follows:</p> <hr/> <p>M.9 Liability of the Parties. Notwithstanding any other terms in the contract to the contrary, and except for Contractor’s gross negligence, willful misconduct, or breach of a third party’s intellectual property rights pursuant to Section M.2, Contractor’s total liability under this Agreement shall not exceed the aggregate fees paid by the applicable Indemnified Party (net of demonstrable payroll costs) in the twelve (12) months preceding the event upon which the claim is based. No party shall be liable to the other party for any incidental, consequential, exemplary, special, punitive, lost revenue or lost profit damages that arise in connection with this Agreement, regardless of the form of action (whether in contract, tort, negligence, strict liability, or otherwise) and regardless of how characterized, even if such Party has been advised of the possibility of such damages.</p> <p>Rationale: Liability is revised with respect to the work to be performed by Contractor.</p>
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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:
PA			

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:
		PA	Bidder respectfully request the removal of liquidated damages from the contract; ----- Rationale: The contract provides appropriate remedies for breach under the contract.

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:
PA			

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:
PA			

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:
		PA	Bidder respectfully request the first sentence of Section R – Force Majeure be deleted and replaced with the following: "Except for the State's payment obligations which accrued and were owed prior to a Force Majeure Event, 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")."

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:
PA			

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:
PA			

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:
PA			

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 Contactor, 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.

II. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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:
PA			

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:
PA			

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:
PA			

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:
PA			

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:
		PA	Bidder respectfully requests Section III - Contractor Obligations under subsection G – Insurance Requirements be modified as follows: (a) Section G.2: GL & Auto policies will not cover subcontractors. Subcontractors will be required to carry their own insurance. (Note: There is language previous to G.2 that allows for this). (b) Remove 'owned' from language.

			(c) Change 'vehicles' to 'autos'. (d) Cyber Liability: Fines & penalties should be removed. (e) For Mandatory Liability Waiver Language, Contractor will provide an equivalent but not verbatim liability waiver language. ----- Rationale: Insurance changes requested above are consistent with Contractor's insurance policy coverages.
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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 contactors' 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:
PA			

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:
PA			

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:
PA			

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:
PA			

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:
PA			

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:
PA			

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:
PA			

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

III. 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:
		<i>PA</i>	<p>Bidder respectfully requests the last paragraph of Section IV.E – Right to Audits be replaced with the following: “The State shall pay its own costs of the audit unless the audit finds any overpayment or underpayment by the State, the Parties shall work to negotiate payment of such amount in good faith. To the extent applicable, the Contractor agrees to correct any material weaknesses or condition found as a result of the audit.</p> <p>Rationale: Audits performed often can reveal an overpayment or underpayment. The parties should work to correct such amounts taken into consideration the circumstances and findings which come from the audit.</p>

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:
PA			

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:
PA			

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.



IV. PROJECT DESCRIPTION AND SCOPE OF WORK

A. PROJECT OVERVIEW

The State of Nebraska is issuing this Request for Proposal (RFP) to solicit proposals from qualified bidders to provide Contact Tracing services in response to the COVID-19 pandemic. In carrying out its public health mission, the State of Nebraska requires additional resources to trace the contacts of individuals who have been exposed to, or diagnosed with, COVID-19. Contact tracing involves the monitoring of individuals that have been diagnosed with COVID-19 to better keep them safe, notifying others of potential exposure, and preventing additional transmission.

B. PROJECT ENVIRONMENT

Contact tracing is currently being performed across the State of Nebraska by staff at Local Health Departments (LHD) and the Department of Health and Human Services (DHHS). The level of staffing provided by the LHDs and DHHS is not sustainable to support the level of contact tracing necessary for the COVID-19 pandemic response. For its immediate needs, the State of Nebraska has contracted with several vendors to augment LHD and DHHS staff. This RFP will establish a longer-term contract to provide the additional contact tracing services beyond that which LHD and DHHS staff can provide.

Currently, the State's contact tracers take approximately one to two hours for the initial call per positive COVID-19 case, and approximately one to two hours to call the contacts of each positive COVID-19 case. These timeframes may vary if the State migrates to a different System.

As the future extent of the COVID-19 pandemic is unknown, the successful bidder must be able to increase or decrease capacity as required based on the number of new cases. Historical case information in the State of Nebraska is available at the following link:

Web browsers other than Internet Explorer:

<https://experience.arcgis.com/experience/ece0db09da4d4ca68252c3967aa1e9dd>

Internet Explorer:

https://nebraska.maps.arcgis.com/apps/opsdashboard/index.html#/26d5a0dac95449d7813c9323d7a41_c36

This dashboard is updated daily.

C. SCOPE OF WORK

1. Contractor shall provide contact tracing services by placing outgoing telephone calls to individuals who have been diagnosed with COVID-19 or who have been potentially exposed to COVID-19.
 - a. Contractor shall exclusively utilize the Systems provided by the State for the contact tracing services provided herein. Contractor shall not store contact tracing information in any way, except aggregated, anonymized information for the purposes of meeting the Reporting Requirements, set forth below.
 - b. At all times, Contractor shall follow the most recently updated scripts and State guidance set forth in the System.
 - c. Contractor shall provide both English and Spanish language contact tracing services. For non- English and non-Spanish language contact tracing services, the Contractor must use the State's telephonic interpretation Contractor. Contractor shall utilize a service for deaf and hard of hearing individuals, including but not limited to TTY and RTT.
2. Contractor shall ensure that only its full or part-time employees shall be making contact tracing phone calls and entering information in the System, and that all said employees are physically located in the continental United States.



- a. Any employee providing services under this Contract must complete Contractor's State-approved HIPAA and privacy training before said employee provides any services under the Contract. Contractor must also provide documentation to the DHHS Contract Manager that any employee providing contact tracing services has completed said training, if requested.
 - b. Any employee providing services under this Contract must complete State-approved contact tracing training before said employee provides any services under the Contract. Contractor must also provide documentation to State POC that any employee providing contact tracing services has completed the State-approved contact-tracing training. At no time shall the Contractor provide more than ten hours of State paid training to each employee, unless pre-approved by the State.
- 3. Contractor must provide staffing for contact tracing services from 10:00 AM through 7:00 PM Central Time, Monday through Friday. The State requires weekend contact tracing services in addition to Monday through Friday. Calls may be made outside 10:00 AM through 7:00 PM Central Time if the contacted individual has requested a scheduled time outside the hours.
- 4. Information and data received or created by the Contractor in providing services under this contract shall only be entered into the System. Contractor will ensure that no information and data gathered in providing services under this Contract is entered, stored, or maintained other than in the System. Additionally, such information and data will only be used for the purposes identified in this contract.
- 5. If the Contractor is utilizing telework, the Contractor must ensure that staff has the equipment necessary to perform the work effectively and efficiently, this may include but not be limited to a suitable laptop or other device to access the digital case management system, additional monitor and a phone.
- 6. The Contractor is responsible for all oversight and management of staff including hiring, training, onboarding, tracking time sheets and performing payroll.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
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		<p>PA</p>	<p>Bidder respectfully requests V.C.2.a., V.C.2.b., V.C.2.6 and V.H.4 be changed to read as follows:</p> <ul style="list-style-type: none"> a. "Any employee providing services under this Contract must complete the State-approved HIPAA and privacy training before said employee provides any services under the Contract. The State will provide confirmation to Contractor that each Contractor employee providing contact tracing services has completed said training." b. Any employee providing services under this Contract must complete State-approved contact tracing training before said employee provides any services under the Contract. Contractor must also provide documentation to State POC that any employee providing contact tracing services has completed the State-approved contact-tracing training. At no time shall the Contractor provide more than ten hours of State paid training to each employee, unless pre-approved by the State. <p>C.2.6. "The Contractor is responsible for all oversight and management of staff including hiring, onboarding, tracking time sheets and performing payroll."</p> <p>H.4. "Provide COVID-19 contact tracing training. The State will provide training for Contractor employees."</p> <p>-----</p> <p>Rationale: To clarify HIPAA, privacy and contact training for assigned employees shall be provided by the State based on the State requirements .</p>
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D. STAFFING CAPACITY AND PAYMENT STRUCTURE

Because of the uncertain future extent of the COVID-19 pandemic in Nebraska, the State is requesting proposals to provide a fixed minimum number of individuals per week plus backup capacity that may vary throughout the term of the contract.

Staffing requirements and payment will be structured as follows:

1. Contractor shall provide a minimum of twenty-five (25) individuals up to a maximum of forty (40) hours per week ("Scheduled"). Actual hours will be based on actual utilization. Hours shall be measured based on Business Week. The State will pay Scheduled individuals according to the rates provided in Table 1 of the Cost Proposal.
2. All individuals in active status and in Backup capacity shall participate in State-required didactic training. The State will pay the Contractor according to the rates provided in Table 2 of the Cost Proposal. Active Learning Training shall only be required for Scheduled individuals and individuals converted from Backup capacity to Scheduled, as provided in Section V.D.3.c.
3. Contractor must provide Backup capacity based on the Tiers specified on the Cost Proposal. Individuals who are in Backup capacity may be moved to Scheduled status upon written notice from the State.
 - a. Payment for backup capacity will be based on the rates provided in Table 3 of the Cost Proposal.
 - b. If an individual is converted from backup capacity to Scheduled status, the amount paid for that person's time in backup capacity will be pro-rated based on the number of days in backup status. The scheduled status hours will calculate as referenced in Section V.D.1.
 - c. If any backup individuals are converted to Scheduled individuals, the State

will notify Contractor, in writing, how many individuals to convert from backup to Scheduled. Contractor shall complete such conversion so that such backup individuals may be moved from backup to Scheduled, and training begins, no later than one week after receipt of request from the State.

d. The State will provide Contractor a minimum of two (2) weeks' notice, in writing, to increase or decrease the backup capacity. If backup capacity is increased or decreased, the bi-weekly amount paid for backup capacity will be pro-rated based on the number of days in the beginning Tier and the number of days in the new Tier.

4. The State will determine at the time of award what initial Tier will be required. At no point will the State decrease below Tier 1 (1 – 200 individuals).

5. The parties will complete a weekly schedule according to Attachment A.

E. POINTS OF CONTACT

1. Each party shall provide a representative, along with a back-up contact, for the purposes of, but not limited to, facilitation of the System, flow of work, and ensuring contacts are timely assigned and made.

a. Each party shall provide a cell phone number and email address for the representative and back-up contact.

b. The Contractor representative shall actively monitor the queue in the System designated for the Contractor to ensure Performance Requirements are met.

c. The DHHS Contract Manager shall receive the weekly reports from the Contractor, as well as monitor the work being performed under this contract, including instituting Corrective Action Plans.

2. The parties may change the representative or back-up contact with notice to the other party's representative or to the Contract Manager for the state.

F. REPORTING REQUIREMENTS

1. Contractor shall submit to the State Point of Contact a weekly report including, at a minimum, the following information from the previous Business Week:

a. Total number of Completed Calls;

b. Date and time of uncompleted calls;

c. A percentage of contacts (that is, individuals) made that were Completed Calls; and

d. Total number of calls, either Completed or uncompleted, made by Contractor per hour billed.

2. Report shall be provided via email to the DHHS Contract Manager no later than 12:00 noon (Central Time) Tuesday of each week.

3. Contractor shall provide ad hoc reports as requested by the State. Due date for ad hoc reports will be determined by the parties.

G. PERFORMANCE REQUIREMENTS

1. Contractor must place an initial call to an individual within eight (8) Business Hours of the State assigning the contact to Contractor in the System. If the call is not a Completed Call, the Contractor shall make at least five (5) subsequent attempts to call the individual as stipulated by the State training guide.

2. Any subsequent attempt to call an individual whom Contractor was unable to reach must be no less than 30 minutes after the most recent attempt unless otherwise stipulated by the State training guide. Although in no way a limitation of the foregoing, Contractor shall otherwise use reasonable discretion and best efforts to call an



individual if given information about the best time to make a subsequent call.

- 3. If the Contractor fails to meet any of the Performance Measures defined in sections V.G.1 through V.G.2, the State may require the Contractor to submit a Corrective Action Plan. A Corrective Action Plan must be submitted for review and approval to the State no later than fifteen (15) business days after the request. If the State requires revisions to the Corrective Action Plan, it will so notify the Contractor within five (5) business days. If a Corrective Action Plan requires more than three (3) revisions, the State may terminate this contract. Nothing in this section limits any other remedies available to the State under this Contract, or at law. The State may also assess Liquidated Damages in accordance with Section II.O.

H. STATE RESPONSIBILITIES

- 1. Designate and maintain the System, and provide Contractor access to it.
- 2. Provide names and telephone numbers of individuals to contact through the System. The State will update names and telephone numbers in the System as it receives the information, which may be multiple times per day.
- 3. Provide and update a script, other necessary documentation, and guidance on contact tracing activities.
- 4. Provide COVID-19 contact tracing training. The State will provide a train-the-trainer system for Contractor employees.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		PA	<p>H.4. "Provide COVID-19 contact tracing training. The State will provide training for Contractor employees."</p> <p>-----</p> <p>Rationale: To clarify HIPAA, privacy and contact training for assigned employees shall be provided by the State based on the State requirements.</p>

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.

our understanding and approach.

The State is seeking suppliers with requisite experience and capability to supply reliable resources for their Contact Tracing services. Randstad has a proven record of adapting our services to meet such changing needs, utilizing a personal approach to continually reinvent our service delivery in ways that achieve meaningful results.

By combining our local market knowledge, a proven delivery model, and superior performance with leading technologies and process enhancements, Randstad has established the basis for a successful contingent workforce partnership.

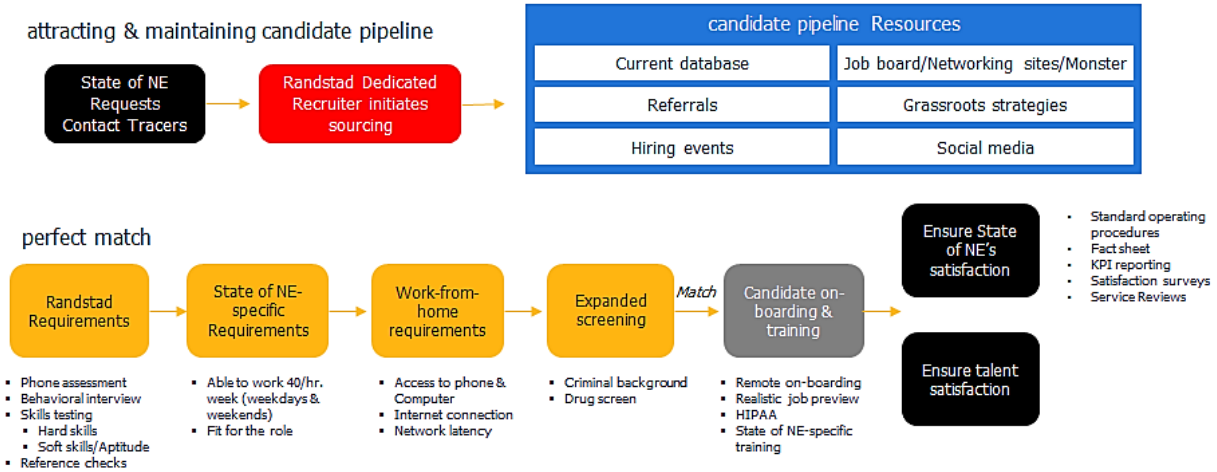
Our proposal is based on meeting and exceeding your objectives and the insight we have acquired from our successful and recognized service in the staffing industry. Our experience in servicing contact centers, whether the employees are working in the center or remotely in a work from home model, has shown us our customers in this space are focused on the following common objectives:

- Keep roles filled
- Provide high quality representatives
- Reduce time-to-fill
- Increase customer satisfaction
- Decrease turnover

our project plan.

To ensure we meet the State of Nebraska's Contact Tracing personnel needs, Randstad takes a comprehensive and customized approach, as illustrated below:

Our Project Plan



performance requirements

Randstad understands the performance requirements as outlined in section V, part G. As means to reiterate these requirements, all Randstad talent will undergo a Randstad and State-compliant on-boarding process prior to the start of any assignment. Our standard on-boarding administration includes:

- Agreement to Randstad employment terms, policies, and procedures
- Authorizations to conduct assignment-specific background checks and drug screens
- Completion of W-4 and other withholding forms (federal, state, and local, where applicable)
- Completion of forms related to benefits eligibility and election

Additionally, our process will outline the State's policies and procedures, and further iterate your expectations. Our focus is on seamlessly integrating our talent into the State's culture and equipping them with the information, guidance and support to become independently productive as soon as possible.

Should problems or challenges arise with any talent we have provided with regards to your performance requirements or any other situation, your point-of-contact will provide immediate acknowledgement to the reporting party, and will implement the corrective action plan as the State has outlined.

The State's satisfaction with Randstad and the talent we provide is of paramount importance to us. Based upon preliminary collection of information and feedback, we will work collaboratively with the State's reporting party (or other designated representative, if requested) to identify possible solutions and timelines of performance improvement and resolution. With approval from the State and concurrence of the parties, we will actively monitor the situation and, ideally, secure the State's successful resolution.

Describe your language capabilities, including the percentage of contact tracers who are bilingual in English and Spanish, and any other languages available.

Randstad recruits based on the specific needs of our clients. Because our databases are structured to allow for the vertical sourcing of candidates appealing to our target markets, Randstad can source candidates based on a number of criterion ranging from skill sets and experience level to ethnicity and languages spoken.

Because Randstad provides on-demand recruiting for our clients, all of the talent we place speak the local language of the location or region in which they are placed. Additionally, Randstad can source candidates that meet the specific language requirements set forth by our clients. Typical languages spoken by our talent that Randstad provides to several of our clients include: English, French Canadian, Japanese, Spanish, Chinese, Russian and various dialects from India. Our service delivery model is designed to support and communicate in the language local to each engagement. Primary languages supported include English and French Canadian.

Randstad leverages both in-person/phone interviewing and online technical assessments to gauge our talent's proficiency in various languages. In particular, in leveraging our relationship with technical assessment provider, IBM Kenexa, Randstad can provide language-based testing. Several of IBM Kenexa's skills tests can be conducted in different languages, which helps determine if the candidate is fluent in a particular language. Further, IBM Kenexa! maintains several translation tests that evaluate a candidate's ability to translate from another language into English.



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.

Each employee must complete a documented review, acknowledgement of understanding, and acceptance of our Code of Business Conduct, which includes ethical standards, conflicts of interest, maintenance of confidentiality and trade secrets, protection and appropriate use of Randstad's and our clients' assets and compliance with applicable laws. The on-boarding process can (and often does) incorporate client-specific policy review and acknowledgement, which may address specific areas of compliance emphasis or regulatory risk, such as client-specific privacy policies. Records of all such training and policy acceptance documentation are maintained by Randstad and available for client inspection as requested.

HIPAA-specific training

HIPAA laws are far reaching and affect just about every American citizen. HIPAA laws were created to, among other things, protect private health information of patients, ensure an employee's ability to switch health insurance carriers, and standardize electronic code sets used to transfer private health information electronically. The HIPAA Administration test covers knowledge of a variety of general topics that are regulated under HIPAA Law. We will incorporate topics such as HIPAA definitions, HIPAA background, electronic standards, HIPAA compliance requirements, HIPAA documentation, penalties for HIPAA Violations, and HIPAA Security into our talent orientation process. This covers a wide range of HIPAA topics associated with Human Resources Departments, Medical Practitioner's Offices, Hospital Administration, Medical Billing Departments, Insurance Plans, and other HIPAA Professionals. Assessments for HIPAA - Clinical Staff and JCAHO are also available.

We will ensure full compliance with all provisions outlined in Attachment B to your RFP, as applicable to our service.

Randstad provides ongoing monitoring of personnel compliance via regular inspections and audits. Upon hire and annually thereafter, all employees must complete a comprehensive compliance curriculum that is administered via our corporate Learning Management System, with employee scheduling, training, comprehension testing to pass/fail standards, and re-testing until competency is achieved. Records of all such training are retained and archived within our system.

Please note that Randstad is not a covered entity or business associate under HIPAA, and therefore does not experience any breach of notifications or security incidents.

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

Because Randstad recruits based on the unique needs of our clients and qualifies candidates prior to submittal (skill set, pay rate, start/end date, shift differential), Randstad is able leverage our existing sourcing methods to pool candidates in job positions with alternative work schedules. In instances where a consultants' current position requires schedule modifications, Randstad has offered several incentives to reward candidates with flexible schedules such as, pay differential increase, comp days off, and bonus and reward opportunities.

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.

Your talent supplier should do more than place available candidates – they should deliver employment solutions. That is why a principal element of Randstad’s value proposition is our proactive approach to understanding your tactical and strategic operational objectives. With this understanding, we apply expert workforce insights, labor market knowledge, and enterprise capabilities to engage, cultivate, and secure the right talent for you.

strategic workforce planning.

requirements capture

In this initial phase, we will partner with your hiring managers to examine your current-state workforce and projections for your future needs. We will couple this information with our knowledge of the local labor market and forthcoming trends to complete a gap analysis and create a State-specific, workforce needs projection. This needs analysis, along with relevant information regarding your organization, constructs the foundation upon which we build our recruitment strategy.

Rather than simply collecting a “laundry list” of requirements for talent, we gain detailed knowledge to construct comprehensive, best-match technical and soft skills criteria which our local team can apply to proactively search for across all channels. The result is a match not only with skills and experience, but also other critical elements such as fit with managerial style and corporate culture.

market assessment

Using proprietary data and third-party tools, we assess availability and demand for the skills you require: key employers competing for talent, prevailing wages, workforce trends, demographics, and more. Such resources include, but are not limited to:

- **Randstad employee database:** 100,000+ assignment records covering 1,000+ US markets
- **Randstad salary guides:** Skill-specific salary ranges by state, aggregate employer data
- **Randstad jobs reports:** Monthly labor statistics and Employee Confidence Index trending
- **TalentNeuron:** 5 billion labor supply and demand data points covering 2,000 markets
- **PayScale:** 54 million salary survey profiles
- **LinkedIn Recruiter:** 430 million+ profiles
- **Monster Worldwide:** 430 million+ candidate records

We also identify the best sources of talent, determining the most appropriate avenues and tactics to attract the best candidates, and then project recruiting “yields” from each source so we apply the correct resources and bandwidth to meet your talent objectives.

capacity planning and monitoring

Whether you need just a few resources or hundreds, Randstad has the capacity to execute at the scale and tempo to meet your workforce objectives. Our recruiting plans to meet specific enterprise or project objectives will outline strategies, schedules, recruiter/team assignments, and expected yields for sourcing, screening, and placement. We track activities and results against the plan daily, refining as necessary to ensure we attain talent delivery goals.

recruitment strategy – leveraging “tech & touch.”

We live in a post-digital age, an era of constant technological change, which is rapidly transforming the way we live, work, and relate to one another. Technology has become an everyday component in our lives; it is the invisible engine that powers the world around us. In a 24/7 economy, clients have different

needs. The way companies work is changing, and this influences the skills and their workforce requirements.

As disruption is rapidly occurring within the talent acquisition sector, the ability to continually and nimbly innovate has become increasingly important to yield successful results. As a leader in talent delivery, we see this as a tremendous opportunity. Proactively, Randstad is investing heavily in new technologies, making a giant leap forward into the world of technology.

We are gaining external knowledge and expertise through acquisitions and the Randstad Innovation Fund (RIF)*, and innovating through our Digital Factory. It will enable us to shape our new role and ensure our leading position in an industry becoming predominantly digital and data-driven.

Through the RIF, we have evaluated hundreds of tech start-ups as part of our strategy to cultivate, collaborate with, and invest in the most promising emerging HR tools: analytics, artificial intelligence, digital UI/UX platforms, and more. We are rapidly evolving – organizationally and technologically – to integrate superior digital HR capabilities with the “human touch” of our professional workforce experts. This forward strategy will continue to provide unbeatable service and value to our clients and the talent we represent.

****Randstad Innovation Fund (RIF).***

The RIF is a strategic corporate venture fund that invests in promising HR technologies in order to be at the forefront of game-changing technology and build expertise. Over the years, RIF has proactively tracked more than 2,500 early- to expansion-stage HR technology players and emerging technologies. We invest in HR technology that allows us to make better use of our data and to streamline the candidate journey for both companies and candidates. Through RIF, we also bring the innovators to Randstad, enabling them to work and learn together. In collaboration, RIF develops best practices and advises local Randstad organizations on how to best integrate new technologies.

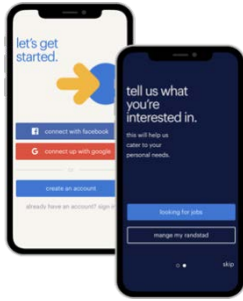
By taking minority participations in these companies, with a focus on online platforms, big data analytics, machine learning, and sourcing, screening, and selection tools, we are able to complement our own offerings and fuel innovation, supporting our ambition to serve as a thought leader in our field. Our investments, which result in close partnerships with the companies involved, give us unique access to innovative technologies and a better understanding of key drivers. At the same time, the companies in our RIF portfolio benefit from having access to Randstad’s extensive network.

strategic acquisition – Monster.com



Our acquisition of Monster Worldwide has created a new global leader with tremendous potential to transform the world of work. Merging Randstad’s expertise in talent management with Monster’s technology redefines the way people and jobs connect. For example, Randstad now receives daily resume feeds from Monster’s vast database. Monster’s unparalleled digital capabilities are a natural complement to our expertise in sourcing, onboarding, and talent management. By creating a powerhouse of workforce intelligence and innovation, we have taken a leap forward to significantly expand our tech and touch expertise. For more information, please double-click on the following icon:

mobile recruiting



Randstad's website is optimized for access from smartphones, tablets, or PCs, allowing us to connect with candidates on the platform of their preference. In fact, usage shows:

- 61% of our website users use a mobile device
- 20,000+ mobile app users per month
- 10,000+ job applications monthly via the mobile app

Our accompanying "Randstad Jobs" app (for iOS and Android) provides customized job opportunity push notifications, job search, filter capabilities, and "apply now" functionality, so we can readily engage with today's workforce. By making this experience as seamless and "hassle-free" as possible, we reinforce positive perceptions of our firm and the opportunities we present.

Video interviewing



To efficiently and effectively meet our clients' requirements, we partner with Modern Hire, an event manager that streamlines the interviewing process through automated scheduling that applies to any live hiring event – from a one-on-one interview to events like job fairs – and accommodates a variety of hiring parameters so all departments and roles are taken into consideration.

harnessing the power of social media



Randstad's recruiters use social media extensively to reach more candidates, therefore increasing the total talent pool available to us. Through platforms such as LinkedIn, Twitter, and Facebook, we engage passive candidates who may not be actively seeking employment, and whose resumes are not posted on traditional job boards. We utilize pay-per-click advertising where job seekers can go directly to our application screen, which provides speed and convenience in the process.

While this is common in our industry, Randstad's advantage is scale: our robust strategy includes building micro-communities within social networks that focus on key recruiting areas, such as hard-to-fill positions or diverse candidates, allowing us to target and market directly to these social media-based communities. We also utilize automation tools (e.g. Jobs2Web) to streamline job posting workflows to social media sites; increasing recruiter efficiency, posting accuracy, and process consistency, which offers the following key benefits:

- Improving recruiting efficiency
- Increasing posting consistency, ensuring correct jobs are being published to the targeted sites
- Allowing a streamlined workflow into the applicant tracking system

By engaging talent communities more proactively, we build relationships that reinforce our role as a trusted advocate supporting individuals' work lives, rather than merely a "transactional" broker. For example, we regularly post useful and pertinent career content, job tips, employment trends, and more – collectively building brand awareness, trust, and engagement.

As a byproduct of our integrated social media strategy, we not only build more comprehensive, vetted, candidate profiles, but also improve candidate responsiveness as we present client job opportunities best suited for their skills, experience, interests and work style preferences.

ElasticSearch

To fully capitalize on Randstad's vast database of talent, we have implemented a strategy to locate "best fit" candidate matches as quickly as possible. Our automated "search & match" functionality yields a roster of talent who match the client-specific profile, thus increasing speed and efficiency by linking client requisitions with available talent. Our systems enable on-demand recruitment of active – and passive – talent, tailored to the unique needs of our clients. Further, it serves to distinguish Randstad from the competition by allowing us to recruit for virtually every job order we receive, rather than relying solely on electronic job boards and subscription databases. Using ElasticSearch, our teams enter a keyword based on the State-specific job profile, and instantly receive a list of local candidates who have worked with us before. ElasticSearch quickly scans our internal database of job histories, current assignments, and resumes for qualified talent with immediate availability, assignments ending, or past successful assignments. We can search on keywords such as:

- Technologies
- Skills
- Assessments
- Background check and drug screen results
- Experience with the State or similar companies

Search criteria also include zip codes, enabling our team to instantly search the databases of all Randstad operations within a defined territory. With ElasticSearch, we will be able to meet the State's needs by quickly identifying qualified candidates from our large pool of past and current employees.

referral bonus program

Earning top satisfaction scores in national surveys, our talent are among our greatest promoters; especially connecting with "passive candidates" who may not be actively seeking other employment opportunities. In fact, many of our best performing talent are the result of recommendations from our existing talent base. Therefore, we encourage this activity, recognizing that personal networks enable us to tap an abundant source of high-performing talent. We have recently made this process even easier by adding a "one-click" referral option to our website. Additionally, our talent are rewarded with a gift card for referring candidates to us who qualify and are placed on a client assignment.

community outreach and local networking

Randstad is committed to being an outstanding corporate citizen and our pledge of corporate social responsibility is preserved in our company's Core Values – this involvement with our community not only contributes to worthy organizations, but also serves as a highly productive way to reach talent. Our local branches focus on enhancing Randstad's visibility in order to engage talent who may be unreachable through other methods. Through volunteering, seminars, participation in job fairs and other employment events, and other coordinated activities with the community, Randstad makes itself known to candidates through:



- Colleges, universities, and technical/trade schools
- Community and networking events
- Open houses
- Job fairs and trade shows
- State, county, city employment services
- Community and professional organizations
- Digital billboards
- Business publications
- Networking events/industry-specific networking events
- Chambers of Commerce
- Talent exchange/databases throughout the market
- Philanthropic events with community organizations
- Local publications (e.g., newspapers, magazines, flyers – online or hard copy)
- Client company lay-off and reduction-in-force partnership events



While Randstad is on the forefront of recruiting innovation and disruptive technology, we see these channels as supporting our larger objective to more fully engage and understand candidate capabilities and qualities that determine “fit.”

commitment to a diverse candidate pool

Our primary focus is recruiting for success, which includes being cognizant of and responsive to the level of diversity many clients seek to achieve in their workforce. We provide governance, compliance intelligence, and diversity recruitment strategy to support compliance related to talent acquisition. We work with our clients to develop appropriate diversity KPIs to ensure we provide the appropriate diverse slate to hiring managers for each requisition to support your overall internal goals. For example, many of our clients have a strong focus on veteran hiring. We understand that veterans are well-trained, disciplined, and organized. Candidates with a military background have a history of being some of our highest-performing talent, highly skilled in a variety of skill sets. Randstad has been designated as both a Military Friendly® Employer and a Military Spouse Friendly Employer®; credentials earned through rigorous third-party assessment of our performance in veteran and military spouse recruiting, hiring, advancement and retention, as well as policies compliance.

centralized recruiting teams

Randstad Central Delivery (RCD) augments our field office efforts in sourcing qualified candidates. By using the resources available through this centralized group, we are able to significantly enhance our ability to ramp up temporary staff for our clients’ peak demands by providing high-quality candidates within designated timeframes. RCD operations feature teams of recruiters specialized by skill discipline, whose primary focus is to build pipelines of talent in client-specific skill sets. The RCD will collaborate with each local account team to determine the appropriate level of support.

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

current capacity.

Based on a review of our current talent database, Randstad has a large capacity to provide candidates with the skill set required to execute this project.

Customer Service/Call Center

- Total talent in the database – 549,317
- Assignments filled in this category – 67,934
- Talent ended assignment in last 90 days – 3,302 (available to be redeployed with the State)

Upon award of service agreement, we would be able to begin filling assignments for contact tracers immediately and will dedicate the appropriate amount of resources to ensure a constant pipeline of talent throughout the project.

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

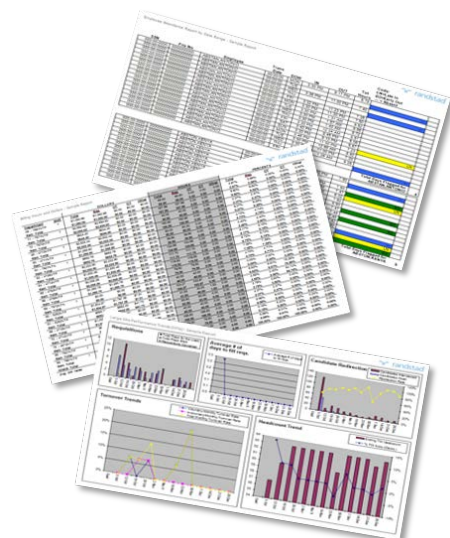
We believe deeply in professionally developing our team. Our management will work in collaboration with the field teams and the State's counterparts to forecast skill needs to meet your objectives, coordinating training or access to resources to develop competency, currency and certification in these areas as applicable. Randstad has formed channel partnerships with best-in-class training providers such as IBM Kenexa. These training resources serve as a dynamic, self-paced learning environment that offers professionals the training they need. Courses include a mixture of static conceptual content, interactive "knowledge builders" to reinforce topics, embedded quiz questions to verify comprehension and hands-on exercises. Currently our training programs provide every Randstad talent the opportunity to benefit from technical tutorials.

Additionally, in order to keep up with the rapid pace at which technology is changing, we offer the opportunity for talent to participate in webinars focused on emerging industry trends and technologies. These webinars are hosted monthly by leading industry experts and facilitated via our web/phone conferencing capabilities. The topics include emerging industry trends, technical tidbit training and emerging technologies training.

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

Our flexible reporting tool allows us to provide detailed management reports tailored to the unique needs of our clients. We can provide standard or customized ad hoc reports that summarize billings and payroll for a variety of time periods. Reports may include a variety of talent details as well as Key Performance Indicators (KPIs). Following are some examples of the robust reporting capabilities our system offers:

- Talent bill rates/total hours
- Number of talent converted to full-time employees
- Invoice and billing reports
- Dollars spent by talent by project
- Total dollars spent under contract, time period over time period and year-to-date
- Talent beginning/end date
- Tenure compliance reports
- Number of resumes submitted per open requirement
- Number of positions filled per number of resumes submitted





- Performance reports
- Diverse supplier utilization
- Security compliance
- Discounts (as applicable)

standard reports.

Our standard reporting formats are programmed into our back-office system and can be generated without any customization or need for further programming. We can provide the following reports as part of Randstad's standard service:

Simple data set for weekly reporting	(available from billing reports)					
	Total hours	Total spend	Total headcount	Average pay	Average bill	Average mark-up
By Hours Type (e.g., Reg, Overtime)	x	x		x	x	x
By Talent	x	x		x	x	x
By Site	x	x	x	x	x	x
by Job Title	x	x	x	x	x	x
By Job Category	x	x	x	x	x	x

More complex for monthly reporting	(available from billing reports but also requires additional manipulation)							
	Total hours	Total spend	Total headcount	Average pay	Average bill	Average mark-up	End reason	Client BU info *
By Hours Type (e.g., Reg, Overtime)	x	x		x	x	x		x
By Talent	x	x		x	x	x	x	x
By Site	x	x	x	x	x	x	x	x
by Job Title	x	x	x	x	x	x	x	x
By Job Category	x	x	x	x	x	x	x	x
Assignment to Date	x	x		x	x	x		x

* Accurate Client BU reporting requires the client to provide a detailed site list and provide monthly updates

More complex for quarterly	(available from billing reports but also requires additional manipulation)									
	Total hours	Total spend	Total headcount	Average pay	Average bill	Average mark-up	End reason	Client BU info *	Average tenure	Turnover %
By Hours Type (e.g., Reg, Overtime)	x	x		x	x	x		x		
By Talent	x	x		x	x	x	x	x		
By Site	x	x	x	x	x	x	x	x	x	x
by Job Title	x	x	x	x	x	x	x	x		
By Job Category	x	x	x	x	x	x	x	x	x	x
Assignment to Date	x	x		x	x	x		x		

customization capabilities.

In addition, reports are considered standard when they contain the following factors (or combination thereof). To ensure we capture information specific to the State, an additional nine fields can be added from the following:

- Talent name
- Worksite name
- Spend by type
- Talent start date
- End reason
- Department
- Cost center
- Taxes
- Talent end date
- Order status
- State
- Shift
- Invoice #
- Pay rate
- Supervisor
- City
- Job title
- Invoice date
- Bill rate
- Zip code
- Hours by type
- PO #
- Mark-up



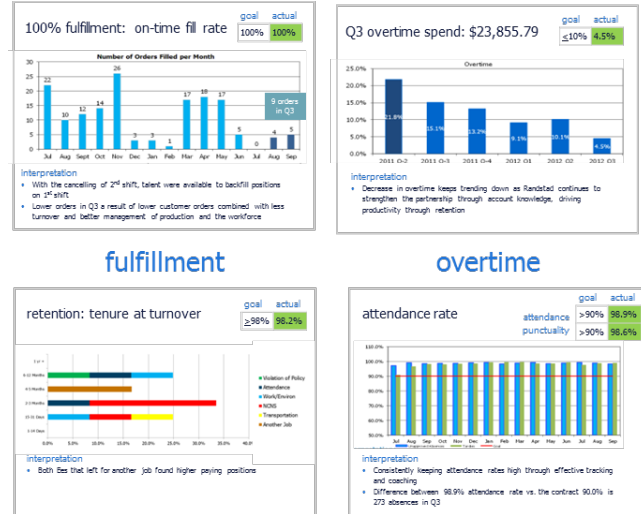
Randstad has the capability to provide both standard and customized ad hoc reporting to the State. If our existing menu of reporting does not meet your needs, our Information Systems team is available to meet with you to determine the structure, content, and format of the reports required. Clients may download reports into PDF, CSV, XLS and RTF formats and may be scheduled at an interval defined by the user to be sent directly to their email inbox upon completion.

Quarterly Business Reviews (QBRs).

To exceed service level commitments and ensure the State's satisfaction, Randstad will leverage a solid, continuous improvement initiative. We will conduct a series of strategic meetings to ensure service continuity, adherence to service level commitments, ongoing communication of program objectives, and to identify opportunities for efficiencies. Further, these business reviews provide the opportunity to share ideas, exchange feedback, and allow us to accurately measure the level of the State's satisfaction.

Randstad has found the most effective QBRs to be aligned to your strategic and operational goals and encompass specific criteria surrounding service delivery excellence. We report not only on KPIs such as fill ratios, attendance, safety, retention, productivity, etc., but also on compliance with client requirements, such as specific candidate screening processes.

During these reviews, we will continue to present value-added ideas and suggest business practices to enhance the effectiveness of our service. By communicating action items on areas of improvement, the State will truly maximize the benefits of our business reviews.



corporate overview.

The Corporate Overview section of the Technical Proposal should consist of the following subdivisions:

a. bidder identification and information.

The bidder should provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the contractor first organized to do business and whether the name and form of organization has changed since first organized.

State of Nebraska's requirement	Randstad's response
full company name	Randstad North America, Inc.
address of company headquarters	One Overton Park 3625 Cumberland Blvd Atlanta, GA 30339
entity organization	Corporation
state of incorporation	Delaware
year first organized	1960
name/formation changes since first organized	Randstad entered the United States in 1993 through the acquisition of well-established legacy staffing companies. Randstad General Partner (US), LLC was formed on October 30, 1998, and

Randstad North America, LP (f/k/a Randstad US, LP) was established on November 18, 1998.

b. financial statements.

The bidder should provide financial statements applicable to the firm. If publicly held, the bidder should provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, should be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm should provide a banking reference.

The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

The State may elect to use a third party to conduct credit checks as part of the corporate overview evaluation.

Please double-click the icons below to view our 2018 and 2019 annual financial reports.



As a publicly held company, Randstad NV and its family of companies are held to certain disclosure requirements imposed under various securities laws. In keeping with our published disclosures, we are able to make the following response to this inquiry:

In the ordinary course of our business, has been subject to forms of litigation, including wage and hour class actions and employment discrimination lawsuits. Randstad vigorously defends such cases and has robust policies in compliance with all employment laws.

We maintain insurance in such amounts and with such coverages and deductibles as we believe are reasonable and prudent. The principal risks that we insure against are workers' compensation, personal injury, bodily injury, property damage, professional malpractice, errors and omissions and fidelity losses. Our management does not expect that the outcome of any pending lawsuits relating to such matters, individually or collectively, will have a material adverse effect on our financial condition, results of operations or cash flows.

c. years in business.

As of the time of the proposal submission, the bidder must have been in business for at least five (5) years.

Randstad has been providing employment solutions since 1960.

d. change of ownership.

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded contractor(s) will require notification to the State.

Randstad does not foresee any changes in ownership or control of its parent company nor its operating companies.

e. office location.

The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska should be identified.

Services pursuant to this program will be performed out of our Omaha branch office located at:

17525 Gold Plaza, Suite 102
Omaha, NE 86187

f. relationships with the state.

The bidder should describe any dealings with the State over the previous two (2) years. If the organization, its predecessor, or any Party named in the bidder's proposal response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

No such relationships or contracts between Randstad and the State of Nebraska exist today.

g. bidder's employee relations to the state.

If any Party named in the bidder's proposal response is or was an employee of the State within the past two (2) years, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a Subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

No member of Randstad's party nor the candidates submitted for this program are, or have been, employees of the State of Nebraska.

h. contract performance.

If the bidder or any proposed Subcontractor has had a contract terminated for default during the past two (2) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past two (2) years, including the other Party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past two (2) years, so declare.

If at any time during the past two (2) years, the bidder has had a contract terminated for convenience, nonperformance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.

For purposes of this section VI.H only, the term "bidder" includes any parent company or holding company, as well as any other wholly-owned subsidiary of the bidder's parent company or holding company.

Randstad maintains a 98% retention rate among core and strategic clients, and our Client Relationship Management has been assessed as "best in class" by RobecoSAM in the Dow Jones Sustainability Index (DJSI).

Randstad provides talent and services to more than 20,000 US clients each year. Since the nature of those services often includes temporary staffing, we may not be actively engaged with a portion of those clients at any given time, complicating material representation of our client retention. We do, of course, sometimes terminate certain client relationships, but this is typically due to a fundamental change in the client's (or Randstad's) business strategy or inability to secure mutually acceptable contractual terms such as unfavorable rate constraints, discount obligations or payment terms.

i. summary of bidder's corporate expertise.

The bidder should provide a summary matrix listing the previous projects similar to this solicitation in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder should address the following:

1. Provide narrative descriptions to highlight the similarities between the bidder's experience and this solicitation. These descriptions should include:

- a. The time period of the project;
- b. The scheduled and actual completion dates;
- c. The bidder's responsibilities;
- d. For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
- e. Each project description should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a bidder performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.

Please refer to the following examples demonstrating Randstad's capabilities as they relate to the State of Nebraska's needs:

Project #1.

State of Nebraska requirement	Randstad response
Time period of the project	Project commenced August 2020

Scheduled and actual completion dates	Project is currently in progress
Bidder's responsibilities	Provide temporary contractors for contact tracing service in response to COVID-19.
Reference contact information	Company name: South Dakota Dept. of Health Contact name: Kiley Humo Contact number: 303.771.5434 (Kiley) Main number: 605.773.3361
Work performed as prime or subcontractor	Prime contractor, \$2,000,000 budget. Projected end date is TBD.

Project #2.

State of Nebraska requirement	Randstad response
Time period of the project	Project commenced July 2020
Scheduled and actual completion dates	Project is currently in progress
Bidder's responsibilities	Provide temporary contractors for contact tracing service in response to COVID-19.
Reference contact information	Company name: South Carolina Dept. of Health & Environmental Control Contact name: Helen Laam Contact number: 843.453.4480
Work performed as prime or subcontractor	Prime contractor, \$1,000,000 budget. Projected end date is TBD.

Project #3.

State of Nebraska requirement	Randstad response
Time period of the project	Contract executed in 2015
Scheduled and actual completion dates	In-progress
Bidder's responsibilities	Provide temporary contractors for call centers.
Reference contact information	Company name: State of Wisconsin Dept. of Administration Contact name: Joe Patterson Contact number: 606.212.5821
Work performed as prime or subcontractor	Prime contractor, \$2,500,000 budget. Projected end date is TBD.

2. Bidder and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as Subcontractor projects.

Randstad has performed all work as prime contractor and did not utilize subcontracts.

3. If the work was performed as a Subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, Subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a Subcontractor.

3. N/A

4. Experience managing a successful call center

Please double-click the icon below to read our call center case study.



j. summary of bidder's proposed personnel/management approach.

The bidder should present a detailed description of its proposed approach to the management of the project. The bidder should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this solicitation. The names and titles of the team proposed for assignment to the State project should be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

The bidder should provide resumes for all personnel proposed by the contractor to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the solicitation in addition to assessing the experience of specific individuals. Resumes should not be longer than three (3) pages.

Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

We know the right account team is critical to the quality of our business relationships, and we take great care to assemble a team of only the best to meet our clients' needs. Our service delivery structure is designed to deliver value across the entire program while leveraging a single point of contact, local support, subject matter expertise, and the resources of the world's leading talent engine.

In assembling our account team, our strategy will be to combine our knowledge of the State's culture and business environment, along with collaborating with you to develop a comprehensive understanding of your current and future business objectives. Following is an overview of our proposed account team:



roles and responsibilities.

Together, our team will be responsible for maintaining service continuity, ensuring service commitments and providing challenge resolution across all participating Randstad offices.

account manager/single point of contact (SPOC) – Lauren Anderson

Our account manager is responsible for ensuring the State's satisfaction, a smooth implementation and maintenance of the program, and a proactive approach in reducing costs and improving service. The account manager will maintain a thorough understanding of your business needs in order to maintain service continuity, ensure program compliance, facilitate challenge resolution, fulfill reporting requirements, and monitor all service level commitments.

Lauren joined Randstad in 2017 and is currently responsible for blue and white-collar staffing in our Iowa and Nebraska markets. Her primary focus is to ensure that her team exceeds client needs and expectations through superior service and execution. Prior to joining Randstad, Lauren spent several years in the staffing industry serving in multiple roles from Recruiter to Account Manager within the technology and engineering industries. Lauren holds Bachelor of Arts Degree in Public Relations from the University of Northern Iowa.

local branch teams

Local branch teams will support the account manager and be responsible for delivering upon all rules of engagement on a day-to-day basis, including recruiting, qualifying, and orienting talent. Our local teams will also establish a thorough understanding of the key technical and non-technical factors required for each assignment to become experts in meeting your needs.

Our local branch staff function in units of two, working together as a team sharing knowledge, data, and expertise. Unit partners collaborate to build successful partnerships with our clients and develop a strong talent pipeline to achieve maximum fill rates. This ability to anticipate your needs is one of our greatest differentiators. Because each unit partner is intimately familiar with and committed to their portfolio, our clients and talent never experience a gap in service. Our unit structure enables us to dynamically address changing client demands as they arise, and sets us apart from other staffing services, who operate separate customer service and recruitment staff. When the State calls Randstad, they will always connect with someone who can meet their needs.

executive sponsor – David Mayr

Our executive sponsor will provide overall guidance and direction to our account team. This role will make sure the account team has the resources and tools necessary to deliver optimum service. The executive sponsor is the liaison between the field organization, corporate support, and management groups. David is ultimately accountable for operational excellence and the State's overall satisfaction.

David will perform internal quality assurance checks and provide feedback to ensure we are in compliance with your requirements at all times. Additionally, David will solicit feedback from the State management as part of a continuous improvement initiative. David can also be called upon to assist in challenge resolution at the highest level, as warranted.

David has been with Randstad for the past 20 years, starting as a Sales Manager for AccuStaff (a Randstad company), David was then made Senior Area Vice President, and is currently Senior Vice President of Sales. David's responsibilities have him overseeing our branch operations over several states and contributes towards coaching and developing Account Executives and Sales Managers

corporate support.

Subject matter members from our corporate office provide expertise and customer service support for all general operational functions (IT, Risk, HR, Legal, Accounts Receivable, Reporting, etc.). These resources will work in conjunction with our account team members to address your specific requirements.

Please note that Randstad offers a fully scalable, local solution customized to the unique needs/geographies of our client base. Accordingly, our service delivery team is the foundation of this



scalable solution. It should be noted that for the proposed service delivery model illustrated above, Randstad assumes 100% of the temporary employee utilization outlined in your RFP. Our service delivery model flexibly adapts based on the resources required to enable flawless execution.

k. subcontractors.

The state is not allowing subcontractors.

Randstad will not subcontract out any portion of its recruitment efforts for this engagement.



**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:	Randstad North America, Inc.
Bidder Address:	One Overton Park 3625 Cumberland Blvd., Ste. 600 Atlanta, GA 30339
Contact Person & Title:	Sean O'Connell, Regional Sales Director
E-mail Address:	sean.oconnell@randstadusa.com
Telephone Number (Office):	404.266.3400
Telephone Number (Cellular):	404.405.9135
Fax Number:	770.397.7178

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:	Randstad North America, Inc.
Bidder Address:	One Overton Park 3625 Cumberland Blvd., Ste. 600 Atlanta, GA 30339
Contact Person & Title:	Sean O'Connell, Regional Sales Director
E-mail Address:	sean.oconnell@randstadusa.com
Telephone Number (Office):	404.266.3400
Telephone Number (Cellular):	404.405.9135
Fax Number:	770.937.7178



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.

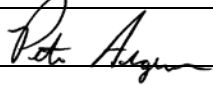
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

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:	Randstad North America, Inc.
COMPLETE ADDRESS:	One Overton Park 3625 Cumberland Blvd, Ste 600 Atlanta, GA 30339
TELEPHONE NUMBER:	770.937.7000
FAX NUMBER:	770.937.7178
DATE:	12/22/2020
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Peter Argeros – Vice President, Customer Intelligence