

**State of Nebraska State Purchasing Bureau
REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES**

SOLICITATION NUMBER	RELEASE DATE
RFP 6499 Z1	March 8, 2021
OPENING DATE AND TIME	PROCUREMENT CONTACT
April 8, 2021 2:00 p.m. Central Time	Connie Heinrichs/Annette Walton

**PLEASE READ CAREFULLY!
SCOPE OF SERVICE**

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this Request for Proposal (RFP) Number 6499 Z1 for the purpose of selecting a qualified bidder to provide contact tracing and vaccine helpline services in response to the COVID-19 pandemic. A more detailed description can be found in Section V. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar services from other sources now or in the future.

The term of the contract will be one (1) year commencing upon execution of the contract by the State and the bidder (Parties). The Contract includes the option to renew for three (3) additional one (1) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT:
<http://das.nebraska.gov/materiel/purchasing.html>.

PUBLIC POSTING NOTICE: Pursuant to the Taxpayer Transparency Act (Neb. Rev. Stat. §§ 84-602.02 to 84-602.04) and in furtherance of public records law, State contracts must be posted to a public website. The resulting contract, the RFP, and the successful bidder's proposal and response will be posted to a public website managed by DAS, which can be found at

<http://statecontracts.nebraska.gov> and <http://das.nebraska.gov/materiel/index.html>

In addition and in furtherance of the State's public records Statute (Neb. Rev. Stat. § 84-712 et seq.), all proposals or responses received regarding this solicitation will be posted to the State Purchasing Bureau public website.

These postings will include the entire proposal and response. If the bidder wishes to withhold proprietary or other commercial information from disclosure, the bidder must identify the proprietary information, mark the proprietary information according to state law, and submit only the proprietary information in a separate file named conspicuously with the words "PROPRIETARY INFORMATION" or if submitting the proposal or response electronically, as a separate electronic file that is named "PROPRIETARY INFORMATION". The bidder may submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) THE BIDDER MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA. The State will then determine, in its sole discretion, if the disclosure of the information designated by the Bidder as proprietary would 1) give advantage to business competitors and 2) serve no public purpose. The bidder will be notified of the State's decision. Absent a determination by the State that the information may be withheld pursuant to Neb. Rev. Stat. § 84-712.05, the State will consider all information a public record subject to disclosure.

If the agency determines it is required to release proprietary information, the bidder will be informed. It will be the bidder's responsibility to defend the bidder's asserted interest in non-disclosure.

To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, proposal, or response to this solicitation for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a proposal or response to this solicitation, specifically waives any copyright or other protection the contract, proposal, or response to the solicitation may have; and, acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a proposal or response to this solicitation, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the solicitation being found non-responsive and rejected.

Any entity awarded a contract or submitting a proposal or response to the solicitation agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all 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, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or the proposals and responses to the solicitation, awards, and other documents.

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GLOSSARY OF TERMS

Addendum: Something to be added or deleted to an existing document; a supplement.

Agency: Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any other office or agency established by the Constitution of Nebraska.

Agent/Representative: A person authorized to act on behalf of another.

Amend: To alter or change by adding, subtracting, or substituting.

Amendment: A written correction or alteration to a document.

Appropriation: Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

Automated Clearing House: (ACH) Electronic network for financial transactions in the United States.

Award: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the solicitation.

Backup Capacity: Individuals that are in "ready to work" status upon a one-week notification from DHHS to begin work or training.

Best and Final Offer (BAFO): In a competitive proposal, the final offer submitted which contains the bidder's most favorable terms for price.

Bidder: A vendor who submits a proposal in response to a written solicitation.

Breach: Violation of a contractual obligation by failing to perform or repudiation of one's own promise.

Business: Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.

Business Day: Any day except Christmas.

Business Hours: The hours set forth for making contact tracing phone calls and operating the vaccine helpline; 8:00 AM through 8:00 PM Central Time.

Business Week: Sunday through Saturday.

Calendar Day: Every day shown on the calendar including Saturdays, Sundays, and State/Federal holidays.

Cancellation: To call off or revoke a purchase order without expectation of conducting or performing it at a later time.

Change Order: Document that provides amendments to an executed purchase order or contract.

Collusion: An agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose.

Competition: The effort or action of two or more commercial interests to obtain the same business from third parties.

Completed Call: A completed call is one of the following: 1) A successful contact with the person who either has been diagnosed with COVID-19 or has been potentially exposed to COVID-19, including finishing the designated script and recording all information in the System; 2) A documented refusal to talk to the Contractor by the person who either has been diagnosed with COVID-19 or has been potentially exposed to COVID-19; or, 3) Five attempts after the initial call, as stipulated by the State training guide, by Contractor to contact the person who either has been diagnosed with COVID-19 or has been potentially exposed to COVID-19.

Confidential Information: Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

Contract: An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.

Contract Administration: The administration of the contract which includes and is not limited to; contract signing, contract amendments and any necessary legal actions.

Contract Award: Occurs upon execution of the State document titled "Service Contract Award" by the proper authority.

Contract Management: The management of day to day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Contractor.

Contract Period: The duration of the contract.

Contractor: An individual or entity lawfully conducting business in the State, or licensed to do so, who seeks to provide goods or services under the terms of a written solicitation.

Copyright: A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

Customer Service: The process of ensuring customer satisfaction by providing assistance and advice on those products or services provided by the Contractor.

Default: The omission or failure to perform a contractual duty.

Evaluation: The process of examining an offer after opening to determine the bidder's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

Evaluation Committee: Individual(s) appointed by the requesting agency for the evaluation of proposals (offers made in response to written solicitations).

Extension: Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with "Renewal Period".

Foreign Corporation: A foreign corporation that was organized and chartered under the laws of another state, government, or country.

Installation Date: The date when the procedures described in "Installation by Contractor", and "Installation by State", as found in the solicitation, or contract, are completed.

Interested Party: A person, acting in their personal capacity, or an entity entering into a contract or other agreement creating a legal interest therein.

Invalid Proposal: A proposal that does not meet the requirements of the solicitation or cannot be evaluated against the other proposals.

Late Proposal: An offer received after the Opening Date and Time.

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

Must: See Mandatory/Must and Shall/Will/Must.

Non-responsive Proposal: A bid that does not conform to the requirements of the Request for Proposal.

Opening Date and Time: Specified date and time for the public opening of electronically received formal proposals.

Outsourcing: The contracting out of a business process which an organization may have previously performed internally or has a new need for, to an independent organization from which the process is purchased back.

Payroll & Financial Center (PFC): The State of Nebraska's electronic procurement system of record.

Performance Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Contractor fulfills any and all obligations under the contract.

Point of Contact (POC): The person designated to receive communications and to communicate.

Project: The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and services to be provided under the contract.

Proposal: An offer, bid, or quote submitted by a contractor/vendor in a response to a written solicitation.

Proprietary Information: Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serves no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

Protest/Grievance: A complaint about a governmental action or decision related to a solicitation or resultant contract, brought by a bidder who has submitted a proposal response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

Public Proposal Opening: The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished to attend.

Release Date: The date of public release of the written solicitation to seek offers.

Renewal Period: Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions. Not to be confused with Extension.

Request for Proposal (RFP): A written solicitation utilized for obtaining competitive offers.

Responsible Contractor: A contractor who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance.

Responsive Bidder: A bidder who has submitted a proposal which conforms to all requirements of the solicitation document.

Shall/Will/Must: An order/command; mandatory.

Should: Expected; suggested, but not necessarily mandatory.

Statutory: These clauses are controlled by state law and are not subject to negotiation.

Subcontractor: Individual or entity with whom the contractor enters a contract to perform a portion of the work awarded to the contractor.

System: Information technology systems, provided by the State, used to input all contact tracing data obtained by Contractor. The State currently uses Salesforce for contact tracing and SharePoint for the vaccine helpline.

Termination: Occurs when either Party, pursuant to a power created by agreement or law, puts an end to the contract prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

Third Party: Any person or entity, including but not limited to fiduciaries, shareholders, owners, officers, managers, employees, legally disinterested persons, and sub-contractors or agents, and their employees. It shall not include any entity or person who is an interested Party to the contract or agreement.

Trade Secret: Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

Trademark: A word, phrase, logo, or other graphic symbol used by a manufacturer or contractor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

Upgrade: Any change that improves or alters the basic function of a product or service.

Vendor Performance Report: A report completed by the using agency and submitted to State Purchasing Bureau documenting products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications.

Vendor: Inclusive term for any Bidder or Contractor.

Will: See Mandatory/Shall/Will/Must.

Work Day: See Business Day.

ACRONYM LIST

ACH – Automated Clearing House

BAFO – Best and Final Offer

COI – Certificate of Insurance

DAS – Department of Administrative Services

DHHS – Department of Health and Human Services

PH – Public Health (Division of)

POC – Point of Contact

RFP – Request for Proposal

SPB – State Purchasing Bureau

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The solicitation is designed to solicit proposals from qualified Contractors who will be responsible for providing contact tracing and vaccine helpline services in response to the COVID-19 pandemic at a competitive and reasonable cost. Terms and Conditions, Project Description and Scope of Work, and Proposal instruction requirements may be found in Sections II through VI.

Proposals shall conform to all instructions, conditions, and requirements included in the solicitation. Prospective contractors are expected to carefully examine all documents, schedules, and requirements in this solicitation, and respond to each requirement in the format prescribed. Proposals may be found non-responsive if they do not conform to the solicitation.

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this solicitation reside with State Purchasing Bureau. The point of contact (POC) for the procurement is as follows:

Name: Connie Heinrichs / Annette Walton, Buyer(s)

RFP#: 6499 Z1

Agency: State Purchasing Bureau

Address: 1526 K Street, Suite 130
Lincoln, NE 68508

Telephone: 402-471-0975 / 402-471-1428

E-Mail: connie.heinrichs@nebraska.gov; Annette.walton@nebraska.gov

From the date the solicitation is issued until the Intent to Award is issued, communication from the bidder is limited to the POC listed above. After the Intent to Award is issued, the bidder may communicate with individuals the State has designated as responsible for negotiating the contract on behalf of the State. No member of the State Government, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this solicitation. The POC will issue any answers, clarifications or amendments regarding this solicitation in writing. Only the SPB or awarding agency can award a contract. Bidders shall not have any communication with, or attempt to communicate or influence any evaluator involved in this solicitation.

The following exceptions to these restrictions are permitted:

1. Contact made pursuant to pre-existing contracts or obligations;
2. Contact required by the schedule of events or an event scheduled later by the solicitation POC; and
3. Contact required for negotiation and execution of the final contract.

The State reserves the right to reject a bidder's proposal, withdraw an Intent to Award, or terminate a contract if the State determines there has been a violation of these procurement procedures.

C. **SCHEDULE OF EVENTS**

The State expects to adhere to the procurement schedule shown below, but all dates are approximate and subject to change.

ACTIVITY	DATE/TIME
1. Release Solicitation	March 8, 2021
2. Last day to submit written questions https://nebraska.sharefile.com/r-red1b7bcd3ab24d3bbed87cc3423a9eb9	March 23, 2021
3. State responds to written questions through Solicitation "Addendum" and/or "Amendment" to be posted at: http://das.nebraska.gov/materiel/purchasing.html	March 30, 2021
4. Proposal Opening – Online Via Zoom: https://us02web.zoom.us/j/87564469194?pwd=bW11bkpvZDRGcmVna1IzcFJSTHFCUT09	April 8, 2021 2:00 PM Central Time
5. Electronic proposal submissions link: https://nebraska.sharefile.com/r-r80302c7a339945f4a1b40bf33ff0dfb0	
5. Review for conformance to solicitation requirements	April 8, 2021
6. Evaluation period	April 9, 2021 through April 23, 2021
7. "Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
8. Post "Notification of Intent to Award" at: http://das.nebraska.gov/materiel/purchasing.html	April 27, 2021
9. Contract finalization period	April 28, 2021 through May 21, 2021
10. Contract award	May 24, 2021
11. Contractor start date	July 29, 2021

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any solicitation provision must be submitted in writing to State Purchasing Bureau and clearly marked "RFP Number 6499 Z1; Contact Tracing and Vaccine Helpline Services Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should present, as questions, any assumptions upon which the bidder's proposal is or might be developed. Any proposal containing assumptions may be deemed non-responsive. Non-responsive proposals may be rejected by the state. Proposals will be evaluated without consideration of any known or unknown assumptions of a bidder. The contract will not incorporate any known or unknown assumptions of a contractor.

Questions should be uploaded using the following link via ShareFile.

Link: <https://nebraska.sharefile.com/r-red1b7bcd3ab24d3bbcd87cc3423a9eb9>

It is recommended that bidders submit questions using the following format.

Solicitation Section Reference	Solicitation Page Number	Question

Written answers will be posted at <http://das.nebraska.gov/materiel/purchasing.html> per the Schedule of Events.

E. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)

All bidders must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements. The bidder who is the recipient of an Intent to Award may be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>. This must be accomplished prior to execution of the contract.

F. ETHICS IN PUBLIC CONTRACTING

The State reserves the right to reject proposals, withdraw an intent to award or award, or terminate a contract if a bidder commits or has committed ethical violations, which include, but are not limited to:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the bidding process;
2. Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity;
4. Submitting a proposal on behalf of another Party or entity; and
5. Collude with any person or entity to influence the bidding process, submit sham proposals, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the proposal, or prejudice the State.

The Contractor shall include this clause in any subcontract entered into for the exclusive purpose of performing this contract.

Bidder shall have an affirmative duty to report any violations of this clause by the bidder throughout the bidding process, and throughout the term of this contract for the successful bidder and their subcontractors.

G. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

The requirements contained in the solicitation (Sections II thru VI) become a part of the terms and conditions of the contract resulting from this solicitation. Any deviations from the solicitation in Sections II through VI must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the solicitation, requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this solicitation, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this solicitation. The State discourages deviations and reserves the right to reject proposed deviations.

H. SUBMISSION OF PROPOSALS

The State is accepting electronically submitted responses. The State will not accept proposals by email, voice, or telephone.

Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables should be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. Proposal responses should include the completed Form A, "Bidder Contact Information". The RFP number should be referenced in all correspondence.

The Technical Proposal should not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical Proposal so that the bidder's understanding of the scope of work may be evaluated. The Technical Proposal shall disclose the bidder's technical approach in as much detail as possible, including, but not limited to, the information required by the Technical Proposal instructions.

It is the bidder's responsibility to ensure the RFP response is submitted and received electronically prior to the opening date and time as indicated in the Schedule of Events. No late proposals will be accepted.

It is the responsibility of the bidder to check the website for all information relevant to this RFP to include addenda and/or amendments issued prior to the opening date. Website address is as follows: <http://das.nebraska.gov/materiel/purchasing.html>.

Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to requirements, completeness, and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming the State reserves the right to reject the proposal as non-conforming.

1. Bidders submitting electronic responses must submit responses via ShareFile using the proposal submission link.

Note to bidders: Not all browsers are compatible with ShareFile. Currently Chrome, Internet Explorer and Firefox are compatible. After the bidder clicks the proposal submission link, the bidder will be prompted to enter contact information including an e-mail address. By entering an e-mail address, the bidder should receive a confirmation email confirming the successful upload directly from ShareFile.

Proposal submission link: <https://nebraska.sharefile.com/r-r80302c7a339945f4a1b40bf33ff0dfb0>

a. The Technical, Cost Proposal and Proprietary information should be uploaded as separate and distinct files.

- i. If duplicated proposals are submitted, the State will retain only the most recently submitted response.
- ii. If it is the bidder's intent to submit multiple proposals, the bidder must clearly identify the separate submissions.
- iii. It is the bidder's responsibility to allow time for electronic uploading. All file uploads must be completed by the Opening date and time per the Schedule of Events. No late proposals will be accepted.

b. ELECTRONIC PROPOSAL FILE NAMES

The bidder should clearly identify the uploaded RFP proposal files. To assist in identification the bidder should use the following naming convention:

- i. RFP 6499 Z1 Company Name Contact Tracing and Vaccine Helpline Services
- ii. If multiple files are submitted for one RFP proposal, add number of files to file names: RFP 6499 Z1 Company Name, File 1 of 2.
- iii. If multiple RFP proposals are submitted for the same RFP, add the proposal number to the file names: RFP 6499 Z1 Company Name Proposal 1 File 1 of 2.

The Request for Proposal form must be signed manually in ink or by DocuSign and returned by the proposal opening date and time along with the bidder's proposal and any other requirements as stated in the Request for Proposal document in order for the bidder's proposal response to be evaluated.

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this solicitation.

I. PROPOSAL PREPARATION COSTS

The State shall not incur any liability for any costs incurred by bidders in replying to this solicitation, including any activity related to bidding on this solicitation.

J. DISCOUNTS

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

K. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the contractor, F.O.B. destination named in the solicitation. No additional charges will be allowed for equipment, packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern. All prices, costs, and terms and conditions submitted in the proposal shall remain fixed and valid commencing on the opening date of the proposal until the contract terminates or expires.

Upon request by either Party, the monthly amount for vaccine helpline may be adjusted by the Parties through a written amendment if the average daily call volume increases or decreases by 25% (twenty-five percent). The requesting Party must provide at least seven (7) days' notification of an adjustment to the monthly rate. The baseline of call volume will be calculated as an average of the number of calls on the first four (4) weekly reports (see Section V.L.1).

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

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

L. COST CLARIFICATION

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

M. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL

Violation of the terms and conditions contained in this solicitation or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. Rejection of a bidder's proposal;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Negative Vendor Performance Report(s)
5. Termination of the resulting contract;
6. Legal action; and
7. Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

N. PROPOSAL CORRECTIONS

A bidder may correct a mistake in a proposal prior to the time of opening by uploading a revised and completed proposal if the original proposal was electronically submitted.

1. If a corrected electronic proposal is submitted, the file name(s) date/time stamped with latest date/time stamp will be accepted. The corrected proposal file name(s) should be identified as Corrected 6499 Z1 Company Name Proposal #1, Corrected 6499 Z1 Company Name Proposal #2, etc.

Changing a proposal after opening may be permitted if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

O. LATE PROPOSALS

Proposals received after the time and date of the proposal opening will be considered late proposals. The State is not responsible for proposals that are late or lost regardless of cause or fault.

P. PROPOSAL OPENING

Proposals **WILL NOT** be available for viewing at the proposal opening. Once proposals are opened, they become the property of the State of Nebraska and will not be returned. A Respondents List will be posted to the website.

Proposal Opening will be via Zoom at:

<https://us02web.zoom.us/j/87564469194?pwd=bW11bkpvZDRGcmVna1lzcFJSTHFCUT09>

Q. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS

The proposals will first be examined to determine if all requirements listed below have been addressed and whether further evaluation is warranted. Proposals not meeting the requirements may be rejected as non-responsive. Bidder may submit a proposal for Option 1 - Contact Tracing, Option 2 - Vaccine Helpline, or Option 3 – both, Contract Tracing and Vaccine Helpline.

1. The requirements for Option 1 - Contact Tracing services are:
 - a. Original Request for Proposal for Contractual Services form signed manually in ink or by DocuSign;
 - b. Completed Form A;
 - c. Clarity and responsiveness of the proposal;
 - d. Completed Sections II through IV;
 - e. Completed Technical Approach, including but not limited to Section V.I. Proposal Requirements – Contact Tracing;
 - f. Completed Section VI Corporate Overview; and
 - g. Completed State Cost Proposal Template – Option 1 - Contact Tracing.
2. The requirements for Option 2 - Vaccine Helpline services are:
 - a. Original Request for Proposal for Contractual Services form signed using manually in ink or by DocuSign;
 - b. Completed Form A;
 - c. Clarity and responsiveness of the proposal;
 - d. Completed Sections II through IV;
 - e. Completed Technical Approach, including but not limited to Section V.N. Proposal Requirements – Vaccine Helpline;
 - f. Completed Section VI Corporate Overview; and
 - g. Completed State Cost Proposal Template – Option 2 - Vaccine Helpline.
3. The requirements for Option 3 – both, Contract Tracing and Vaccine Helpline are:
 - a. Original Request for Proposal for Contractual Services form signed using manually in ink or by DocuSign;
 - b. Completed Form A;
 - c. Clarity and responsiveness of the proposal;
 - d. Completed Sections II through IV;
 - e. Completed Technical Approach, including but not limited to Section V.I. Proposal Requirements – Contact Tracing;
 - f. Completed Technical Approach, including but not limited to Section V.N. Proposal Requirements – Vaccine Helpline;
 - g. Completed Section VI Corporate Overview;
 - h. Completed State Cost Proposal Template – Option 3 - Contact Tracing and Vaccine Helpline.

R. EVALUATION COMMITTEE

Proposals are evaluated by members of an Evaluation Committee(s). The Evaluation Committee(s) will consist of individuals selected at the discretion of the State. Names of the members of the Evaluation Committee(s) will not be published.

Any contact, attempted contact, or attempt to influence an evaluator that is involved with this solicitation may result in the rejection of this proposal and further administrative actions.

S. EVALUATION OF PROPOSALS

All proposals that are responsive to the solicitation will be evaluated. Each evaluation category will have a maximum point potential. The State will conduct a fair, impartial, and comprehensive evaluation of all proposals in accordance with the criteria set forth below. Areas that will be addressed and scored during the evaluation include:

1. Corporate Overview should include but is not limited to:
 - a. the ability, capacity, and skill of the bidder to deliver and implement the system or project that meets the requirements of the solicitation;
 - b. the character, integrity, reputation, judgment, experience, and efficiency of the bidder;
 - c. whether the bidder can perform the contract within the specified time frame;
 - d. the quality of vendor performance on prior contracts;

- e. such other information that may be secured and that has a bearing on the decision to award the contract;
- 2. Technical Approach; and,
- 3. Cost Proposal.

Neb. Rev. Stat. §81-161 allows the quality of performance of previous contracts to be considered when evaluating responses to competitively bid solicitations in determining the lowest responsible bidder. Information obtained from any Vendor Performance Report (See Terms & Conditions) may be used in evaluating responses to solicitations for goods and services to determine the best value for the State.

Neb. Rev. Stat. §73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone. When a state contract is to be awarded to the lowest responsible bidder, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident bidder, if all other factors are equal.

Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily business operations of the business are controlled by one or more persons described in subdivision(a) of this subsection. Any contract entered into without compliance with this section shall be null and void.

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a proposal in accordance with **Neb. Rev. Stat. §73-107** and has so indicated on the solicitation cover page under "Bidder must complete the following" requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the bidder within ten (10) business days of request:

- 1. Documentation from the United States Armed Forces confirming service;
- 2. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions);
- 3. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
- 4. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

Failure to submit the requested documentation within ten (10) business days of notice will disqualify the bidder from consideration of the preference.

Evaluation criteria weighting will be released with the solicitation.

T. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

The State may determine after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required. Every bidder may not be given an opportunity to interview/present and/or give demonstrations; the State reserves the right, in its discretion, to select only the top scoring bidders to present/give oral interviews. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Technical and Cost Proposals. The presentation process will allow the bidders to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Bidders' key personnel, identified in their proposal, may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Only representatives of the State and the presenting bidder will be permitted to attend the oral interviews/presentations and/or demonstrations. A written copy or summary of the presentation, and demonstrative information (such as briefing charts, et cetera) may be offered by the bidder, but the State reserves the right to refuse or not consider the offered materials. Bidders shall not be allowed to alter or amend their proposals.

Once the oral interviews/presentations and/or demonstrations have been completed, the State reserves the right to make an award without any further discussion with the bidders regarding the proposals received.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the bidder and will not be compensated by the State.

U. BEST AND FINAL OFFER

If best and final offers (BAFO) are requested by the State and submitted by the bidder, they will be evaluated (using the stated BAFO criteria), scored, and ranked by the Evaluation Committee. The State reserves the right to conduct more than one Best and Final Offer. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

V. REFERENCE AND CREDIT CHECKS

The State reserves the right to conduct and consider reference and credit checks. The State reserves the right to use third parties to conduct reference and credit checks. By submitting a proposal in response to this solicitation, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients. Reference and credit checks may be grounds to reject a proposal, withdraw an intent to award, or rescind the award of a contract.

W. AWARD

The State reserves the right to evaluate proposals and award contracts in a manner utilizing criteria selected at the State's discretion and in the State's best interest. After evaluation of the proposals, or at any point in the solicitation process, the State of Nebraska may take one or more of the following actions:

1. Amend the solicitation;
2. Extend the time of or establish a new proposal opening time;
3. Waive deviations or errors in the State's solicitation process and in bidder proposals that are not material, do not compromise the solicitation process or a bidder's proposal, and do not improve a bidder's competitive position;
4. Accept or reject a portion of or all of a proposal;
5. Accept or reject all proposals;
6. Withdraw the solicitation;
7. Elect to rebid the solicitation;
8. Award single lines or multiple lines to one or more bidders; or,
9. Award one or more all-inclusive contracts.

The solicitation does not commit the State to award a contract. Once intent to award decision has been determined, it will be posted to the Internet at:

<http://das.nebraska.gov/materiel/purchasing.html>

Any protests must be filed by a bidder within ten (10) business days after the intent to award decision is posted to the Internet. Grievance and protest procedure is available on the Internet at:
<http://das.nebraska.gov/materiel/purchasing.html>

X. ALTERNATE/EQUIVALENT PROPOSALS

Bidder may offer proposals which are at variance from the express specifications of the solicitation. The State reserves the right to consider and accept such proposals if, in the judgment of the Materiel Administrator, the proposal will result in goods and/or services equivalent to or better than those which would be supplied in the original proposal specifications. Proposals which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the proposal will be accepted as in strict compliance with all terms, conditions and specification, and the bidder shall be held liable therefore.

Y. EMAIL SUBMISSIONS

SPB will not accept proposals by email, voice, or telephone except for one-time purchases under \$50,000.00.

Z. REJECTION OF PROPOSALS

The State reserves the right to reject any or all proposals, wholly or in part, in the best interest of the State.

AA. RESIDENT BIDDER

Pursuant to Neb. Rev. Stat. §§ 73-101.01 through 73-101.02, a Resident Bidder shall be allowed a preference against a Non-resident Bidder from a state which gives or requires a preference to Bidders from that state. The preference shall be equal to the preference given or required by the state of the Nonresident Bidders. Where the lowest responsible bid from a resident Bidder is equal in all respects to one from a nonresident Bidder from a state which has no preference law, the resident Bidder shall be awarded the contract. The provision of this preference shall not apply to any contract for any project upon which federal funds would be withheld because of the provisions of this preference.

II. TERMS AND CONDITIONS

Bidders should complete Sections II through VI as part of the proposal. Bidder should read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the solicitation, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to reject or negotiate the bidder's rejected or proposed alternative language.

If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this RFP.

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

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

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

A. GENERAL

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

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. Contractor's proposal (Contractor's response to the solicitation and properly submitted documents); and
5. Amendments/Addendums to the Contract.
6. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendments and addendums to the executed Contract with the most recent dated amendment or addendum, respectively, having the highest priority, 2) Amendments to the solicitation, 3) Questions and Answers, 4) the original solicitation document and any Addenda, and 5) the contractor's submitted Proposal.

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

B. NOTIFICATION

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

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:
TR			

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:
TR			

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:
TR			

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:
TR			

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:
TR			

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:
TR			

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:
TR			

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:
TR			

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:
TP			

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:
TP			

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 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:
TR			

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:
TR			

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:
TR			

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:
TR			

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:
TR			

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:
TR			

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:
TP			

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:
TK			

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.

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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:
TK			

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:
TK			

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:
TR			

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:
TR			

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:
TR			

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 Buyer, 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: 6499 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:
TR			

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:
TR			

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:
TR			

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:
TR			

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:
TR			

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:
TR			

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:
TR			

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance

of the service, perform the services again, at no cost to the State, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse the State all fees paid to Contractor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

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

B. TAXES (Statutory)

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

C. LATE PAYMENT (Statutory)

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

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

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

E. RIGHT TO AUDIT (First Paragraph is Statutory)

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

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

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:
TR			

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:
TR			

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.

V. 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 and Vaccine Helpline 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. The Vaccine Helpline will provide a resource to the public for questions about the COVID-19 vaccine and how to register.

This RFP is composed of two elements: Contact Tracing (Option 1) and/or Vaccine Helpline (Option 2). Bidders may respond to a single element (Option 1 – Contact Tracing) or (Option 2 Vaccine Helpline) or both elements (Option 3 Contract Tracing and Vaccine Helpline). The State will evaluate all conforming proposals. A highest scoring bidder will be identified for each of the options (1, 2, and 3). The State reserves the right to award any and all options at its sole discretion. Bidders must submit a complete and separate response for each option they are bidding.

B. PROJECT ENVIRONMENT FOR ALL OPTIONS

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. For each case, the State estimates five (5) attempted calls per day and five 5call attempts per contact, per day.

The Vaccine Helpline is currently being performed by a contractor. This RFP will establish a longer-term contract to provide the Vaccine Helpline. The Vaccine Helpline is currently averaging approximately 1,000 calls per day, or approximately 85 calls per hour. The average length of call is approximately 15 (fifteen) to 20 (minutes).

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 and vaccine 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#/26d5a0dac95449d7813c9323d7a41c36>

This dashboard is updated daily.

C. SCOPE OF WORK – OPTION 1 - CONTACT TRACING

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. Contract Tracing calls shall not be recorded.
 - b. Contractor must ensure all contact tracers are supplied with telephony software, telephony equipment and computer equipment. The State will not provide any equipment.
 - c. At all times, Contractor shall follow the most recently updated scripts and State guidance set forth in the System.
 - d. Contractor shall provide both English and Spanish language contact tracing services. At all times during Business Hours, at least 10% (ten percent) of contact tracers must be fluent in reading, writing, and speaking in Spanish and English. 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 only full or part-time employees shall be making contact tracing phone calls and entering information in the System, and all employees are physically located in the continental United States.
 - a. Any employee providing services under this Contract must complete Contractor's State-approved online HIPAA and privacy training before providing any services under the Contract. The State currently does not accept an alternate HIPAA and privacy training course, but reserves the right to approve an alternate course in the future. The State-approved online HIPAA and privacy training takes approximately 30 (thirty) to 45 (forty-five) minutes. Contractor must also provide documentation to the DHHS Contract Manager that any employee providing contact tracing services has completed training, if requested.
 - b. Any employee providing services under this Contract must complete State-approved contact tracing training before providing any services under the Contract. Documentation of completed training for each employee must be provided to the State upon request. 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 8:00 AM through 8:00 PM Central Time, Sunday through Saturday. Calls may be made outside 8:00 AM through 8:00 PM Central Time if the contacted individual has requested a scheduled time outside the hours. Peak hours are from 10:00 AM through 7:00 PM Central Time.
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.
7. Caller ID must be identified as coming from the "Nebraska COVID Response Team". Outbound calls need to display a single phone number and be an inbound line that can be called back.

D. STAFFING CAPACITY AND PAYMENT STRUCTURE – OPTION 1 - CONTACT TRACING

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 be able to provide a minimum of the equivalent of 25 (twenty-five) contact tracers up to a maximum of 40 (forty) hours per week. The State may request up to 1,000 (one thousand) contact tracers up to a maximum of 40 (forty) hours per week. Nothing in this section constitutes a guaranteed number of contact tracers that will be scheduled per week. The State will establish an initial number of contact tracers prior to contract start date.
2. If the State requires additional contact tracers, the State will notify Contractor, in writing, how many contact tracers it requires. Contractor will provide additional contact tracers and begin training no later than one (1) week after receipt of request from the State.
3. Actual hours will be based on actual utilization. Hours shall be measured based on Business Week. The State will pay contact tracers according to the rates provided in Table 1 of the Cost Proposal.
4. Each contact tracer must work on average a minimum of 15 (fifteen) hours per week.

5. All contact tracers shall participate in State-required Didactic and Practicum training. The State will pay the Contractor according to the rates provided in Table 2 of the Cost Proposal. Didactic training is approximately three (3) to four (4) hours. Practicum training is approximately one (1) to one and one-half (1.5) hours.
6. The parties will complete a weekly schedule according to Attachment A.

E. POINTS OF CONTACT – OPTION 1 - CONTACT TRACING

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

F. REPORTING REQUIREMENTS – OPTION 1 - CONTACT TRACING

1. Contractor shall submit a daily report with the number of contact tracing hours worked for the previous day. This report shall be provided via email to the DHHS Contract Manager no later than 2:00 PM (Central Time).
2. Contractor shall submit to the DHHS Contract Manager a weekly report no later than 12:00 noon (Central Time) Tuesday of each week 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.
3. Contractor shall provide ad hoc reports as requested by the State. Due date for ad hoc reports will be determined by the parties.
4. Contractor will have limited access to reporting functionality with the State's System. Telephony reports are the responsibility of the Contractor.

G. PERFORMANCE REQUIREMENTS – OPTION 1 - CONTACT TRACING

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 (thirty) 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 – OPTION 1 - CONTACT TRACING

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.
5. The State will schedule a weekly meeting with Contractor's leadership to discuss operational performance metrics.

I. BIDDER REQUIREMENTS – OPTION 1 - CONTACT TRACING

The contractor should provide the following information in response to this solicitation.

1.	Describe your understanding of the project requirements, including but not limited to the Performance Requirements. Describe your approach of how you will accomplish the project requirements.
	Bidder's Response:
2.	Describe your language capabilities, including the percentage of contact tracers who are bilingual in English and Spanish, and any other languages available.
	Bidder's Response:
3.	Describe your experience handling Protected Health Information, including any HIPAA training that employees have previously received. If you are a covered entity under HIPAA, please provide the number of breach notifications you reported to Office of Civil Rights in the last 3 years. If you are a business associate under HIPAA, please provide the number of security incidents which required notifications to Office of Civil Rights for any covered entities for which you are a business associate in the last three (3) years.
	Bidder's Response:
4.	Describe your staffing availability, including whether you can meet the required hours specified in Section V.C.3. Provide the maximum number of contact tracers that can be provided, and the timeframe additional contact tracers can be on-boarded.
	Bidder's Response:
5.	Describe your approach to workforce planning, including the speed, agility, and flexibility necessary to match your workforce to the fluctuating demand of this contract. Response should include a description of equipment provided to staff.
	Bidder's Response:
6.	Describe your ability to meet the timelines established in this RFP.
	Bidder's Response:
7.	Describe your capacity of in-house trainers and approach to project on-boarding.
	Bidder's Response:
8.	Describe your ability to meet the reporting requirements set forth in Section V.F, including ad hoc reporting capabilities.
	Bidder's Response:
9.	Describe how you would ensure that contact tracers will reflect the geographic and cultural diversity of the state. Describe how you would ensure proper geographic coverage in both more populated communities versus more rural locations.
	Bidder's Response:

10.	Describe how you would overcome cultural barriers in communities that don't typically give personal information over the phone or via the internet. Describe how you would overcome cultural barriers in communities that are fearful of giving personal information to anyone because of fear of legal retaliation. Bidder's Response:
11.	It is DHHS policy that contact tracing Contractors do not conduct contact tracing directly with minors and that contact tracers speak to one parent or guardian in a household. However, this has occurred in the past and may occur in the future during times of peak infection rates. Describe your experience with these situations. Bidder's Response:
12.	Describe how you would address individuals with disabilities as part of your contact tracing services Bidder's Response:

J. SCOPE OF WORK – OPTION 2 - VACCINE HELPLINE

1. Operate the vaccine helpline from 8:00 am to 8:00 pm Central Time seven (7) days a week.
2. Calls must be recorded and will become the property of the State.
3. Answer inbound calls from the public regarding COVID-19 vaccines and provide information to the callers. Any answers given to questions must have been provided by the State. Phone operators must not provide information that has not been provided by DHHS through reference materials. Examples of information to be provided to callers include but are not limited to:
 - a. Vaccination process and current vaccine timeline;
 - b. Vaccine development timeline;
 - c. Vaccine distribution and allocation;
 - d. Safety and efficacy of vaccine;
 - e. How to prevent infection;
 - f. Exposure clarification;
 - g. Case numbers;
 - h. Phase information;
 - i. Local Public Health Department (LPHD) clinic updates, planning, and timelines;
 - j. Guidance on the following topics related to COVID-19:
 - i. Travel;
 - ii. Directed Health Measures (DHMs);
 - iii. Quarantine;
 - iv. Isolation; and
 - v. Disease process
4. Train all staff on vaccination process, information, and protocols as provided by DHHS. Additional training includes but is not limited to:
 - a. Complete online registration for vaccination from the State's vaccination portal;
 - b. Complete Test Nebraska registration for COVID-19 testing; and
 - c. Complete other online applications for the State's COVID-19 related services.
5. At all times of operation, all telephone staffers must be fluent in reading, writing, and speaking English and at least 25% (twenty-five percent) of telephone staffers must be fluent in reading, writing, and speaking in both Spanish and English.
6. For calls that require a language other than Spanish or English, Contractor shall utilize the State's telephonic interpretation Contractor.
7. Contractor shall utilize a service for deaf and hard of hearing individuals, including but not limited to TTY and RTT.
8. Document new information or questions asked from callers.
9. Contractor must provide all telephony software, telephony equipment and computer equipment. The State will not provide any equipment.

K. PERFORMANCE REQUIREMENTS – OPTION 2 - VACCINE HELPLINE

1. Callers cannot be on hold for more than four (4) minutes.
2. Contractor must respond to 100% of voicemails within 24 (twenty-four) hours.
3. Contractor must document the disposition of all calls, and time spent with each caller into a system designated by the State.
4. If the Contractor fails to meet any of the Performance Measures defined in sections V.K.1 through V.K.3, 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.

L. REPORTING REQUIREMENTS – OPTION 2 - VACCINE HELPLINE

1. Weekly report including, at a minimum, the following information from the previous Business Week. Weekly report shall be provided to the State's Contract Manager no later than 12:00 noon (Central Time) Tuesday of each week.
 - a. Number of calls per hour;
 - b. Average talk time per call;
 - c. Most frequently asked questions/topics of concern;
 - d. Most frequently used resources;
 - e. Number of vaccine registrations submitted per hour/day/week;
 - f. Number of voicemails left;
 - g. Number repeat callers;
 - h. Average wait time;
 - i. Longest wait time;
 - j. Number of call abandonments; and
 - k. Longest and average wait time of abandonments.
2. Ad hoc call statistic reports as requested. Due date for ad hoc call statistic reports will be determined by the Parties.

M. STATE RESPONSIBILITIES – OPTION 2 - VACCINE HELPLINE

1. Provide written reference and consultative materials that Contractor must use when answering questions from callers.
2. The State will provide updates to reference and consultative materials as necessary.
3. Provide training, train-the-trainer sessions, and training materials to Contractor.
4. Schedule weekly touch point meeting with Contractor.
5. Provide access to system where calls must be documented.
6. Make telephone line(s) available for Contractor's use.

N. BIDDER REQUIREMENTS – OPTION 2 - VACCINE HELPLINE

1.	Describe your understanding of the project requirements, including but not limited to the Performance Requirements. Describe your approach of how you will accomplish the project requirements.
	Bidder's Response:
2.	Describe your language capabilities, including the percentage of contact tracers who are bilingual in English and Spanish, and any other languages available.
	Bidder's Response:

3.	<p>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 three (3) years.</p>
	Bidder's Response:
4.	<p>Describe your staffing availability, including whether you can meet the required hours specified in Section V.J.1.</p>
	Bidder's Response:
5.	<p>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.</p>
	Bidder's Response:
6.	<p>Describe your ability to meet the timelines established for the vaccine helpline.</p>
	Bidder's Response:
7.	<p>After State provided train-the-trainer session is complete, describe bidders capacity of in-house trainers and approach to project on-boarding.</p>
	Bidder's Response:
8.	<p>Describe your ability to meet the reporting requirements set forth in Section V.L, including ad hoc reporting capabilities.</p>
	Bidder's Response:
9.	<p>Describe how you would ensure that Vaccine Helpline staff will reflect the geographic and cultural diversity of the state. Describe how you would ensure proper geographic coverage in both more populated communities versus more rural locations.</p>
	Bidder's Response:
10.	<p>Describe how you would overcome cultural barriers in communities that don't typically give personal information over the phone or via the internet. Describe how you would overcome cultural barriers in communities that are fearful of giving personal information to anyone because of fear of legal retaliation.</p>
	Bidder's Response:
11.	<p>Describe how you would address individuals with disabilities as part of your vaccine helpline services.</p>
	Bidder's Response:

VI. 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.

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.

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.

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.

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.

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.

G. BIDDER'S EMPLOYEE RELATIONS TO 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.

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, non-performance, 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.

I. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

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.
2. Bidder and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as Subcontractor projects.
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.
4. Experience managing a successful call center.

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.

K. SUBCONTRACTORS

The state is not allowing subcontractors.

Form A
Bidder Point of Contact
Request for Proposal Number 6499 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:	ACD Direct, Inc.
Bidder Address:	240 N. East Promontory Ste 200 Farmington, VT 84025
Contact Person & Title:	Dong Smith; Chief Revenue Officer
E-mail Address:	acdgov@acddirect.com
Telephone Number (Office):	N/A
Telephone Number (Cellular):	801-891-3684
Fax Number:	N/A

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:	ACD Direct, Inc.
Bidder Address:	240 N. East Promontory Ste 200 Farmington, VT 84025
Contact Person & Title:	Dong Smith; Chief Revenue Officer
E-mail Address:	acdgov@acddirect.com
Telephone Number (Office):	N/A
Telephone Number (Cellular):	801-891-3684
Fax Number:	N/A

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance
BIDDER MUST COMPLETE THE FOLLOWING

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 MANUALLY IN INK OR BY DOCUSIGN

FIRM:	ACD Direct, Inc.
COMPLETE ADDRESS:	240 N. East Promontory Ste 200 Farmington, UT 84025
TELEPHONE NUMBER:	901-395-4707
FAX NUMBER:	N/A
DATE:	4/26/2021
SIGNATURE:	<i>Taylor Rogers</i>
TYPED NAME & TITLE OF SIGNER:	Taylor Rogers; Contract Compliance Officer

Cost Proposal
RFP 6499 Z1
Option 3 - Contact Tracing and Vaccine Helpline

Bidder Name: ACD Direct, Inc.

Bidders must complete the tables below according to the instructions in each section. Costs must be inclusive of all expenses, including personnel, administrative, and travel. Bidders must provide all equipment to perform the services specified in the RFP; the State will not provide any equipment. Bidders must not revise the Cost Proposal to add additional costs, personnel, or contingencies. The State may determine that any bidder's Cost Proposal that does not conform to the format as provided is non-responsive and may reject the proposal.

Table 1: Staff Hourly Rate – Bidder must provide a rate per hour for contact tracers. For purposes of evaluation, the State will calculate the hourly rate for 25 individuals at 40 hours per week.

	Initial Term	Renewal 1	Renewal 2	Renewal 3
Hourly Rate	\$ 28.46	\$ 29.03	\$ 29.61	\$ 30.20

Table 2: Training – Bidder must provide a rate per hour for per training hour per individual required by the State to perform contact tracing role. For purposes of evaluation, the State will estimate 4 hours of training for 425 individuals.

	Initial Term	Renewal 1	Renewal 2	Renewal 3
Hourly Rate	\$ 17.79	\$ 18.15	\$ 18.51	\$ 18.88

Table 3: Vaccine Helpline – Bidder must provide an all-inclusive monthly rate.

	Initial Term	Renewal 1	Renewal 2	Renewal 3
Monthly Rate	\$ 50,000	\$ 51,000	\$ 52,000	\$ 53,000

**Request For Proposal**

Contractual Services

RFP # 6499 Z1

Issued March 8, 2021

Submitted By:

Doug Smith

Chief Revenue Officer

acdgov@acddirect.com

801.891.3684

Confidential and Proprietary Information Redacted

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Cover Letter

ACD Direct, Inc. (ACD) is pleased to submit our proposal for RFP #: 6499 Z1 Request for Proposal For Contractual Services for the State of Nebraska. Our proposal will contain a response to Option 3 - both, Contact Tracing and Vaccine Helpline.

ACD is poised to assist the State of Nebraska by utilizing ACD's unique, geographically disbursed agent model that is both COVID-19 safe and eliminates reliance on physical office facilities vulnerable to weather, internet and power outages. ACD's highly qualified agent callers can be specifically trained in the State's forms, needs, and resident's interaction requirements. A facility based call center with close proximity employees is continually at risk of not only circumventing social distancing regulations but also is highly vulnerable to shut down due to its "super-spreader" environment. ACD has provided contact center services to the non-profit, government, and business sectors since 2003. The expertise of our management team, the extensive training provided to our agent callers, our secure systems, and certifications make ACD the technical and value-based choice to provide the State of Nebraska with this vital service.

ACD acknowledges addendums 1 through 7 and accepts them to be apart of this RFP.

Should you have any questions about the information contained in this proposal, please see my contact information below.

Respectfully Submitted By,



Chief Revenue Officer
acdgov@acddirect.com
801-891-3684

Form A
Bidder Point of Contact
Request for Proposal Number 6499 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:	ACD Direct, Inc.
Bidder Address:	240 N. East Promontory Ste 200 Farmington, VT 84025
Contact Person & Title:	Dong Smith; Chief Revenue Officer
E-mail Address:	acdgov@acddirect.com
Telephone Number (Office):	N/A
Telephone Number (Cellular):	801-891-3684
Fax Number:	N/A

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:	ACD Direct, Inc.
Bidder Address:	240 N. East Promontory Ste 200 Farmington, VT 84025
Contact Person & Title:	Dong Smith; Chief Revenue Officer
E-mail Address:	acdgov@acddirect.com
Telephone Number (Office):	N/A
Telephone Number (Cellular):	801-891-3684
Fax Number:	N/A

CORPORATE OVERVIEW

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.

Corporate Name: ACD Direct, Inc.

Company Headquarters: 240 N East Promontory STE 200 Farmington, Utah 84025

Entity Organization: C-Corporation

State of Incorporation: Utah

Year of Business Organization: 2003

No name change or organization change

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.

ACD Direct is a privately held company. ACD does not have any judgements, pending or expected litigation, or other real or potential financial reversals, which might materially effect the viability or stability of the organization. No such condition is known to exist. Financial statements follow this section.

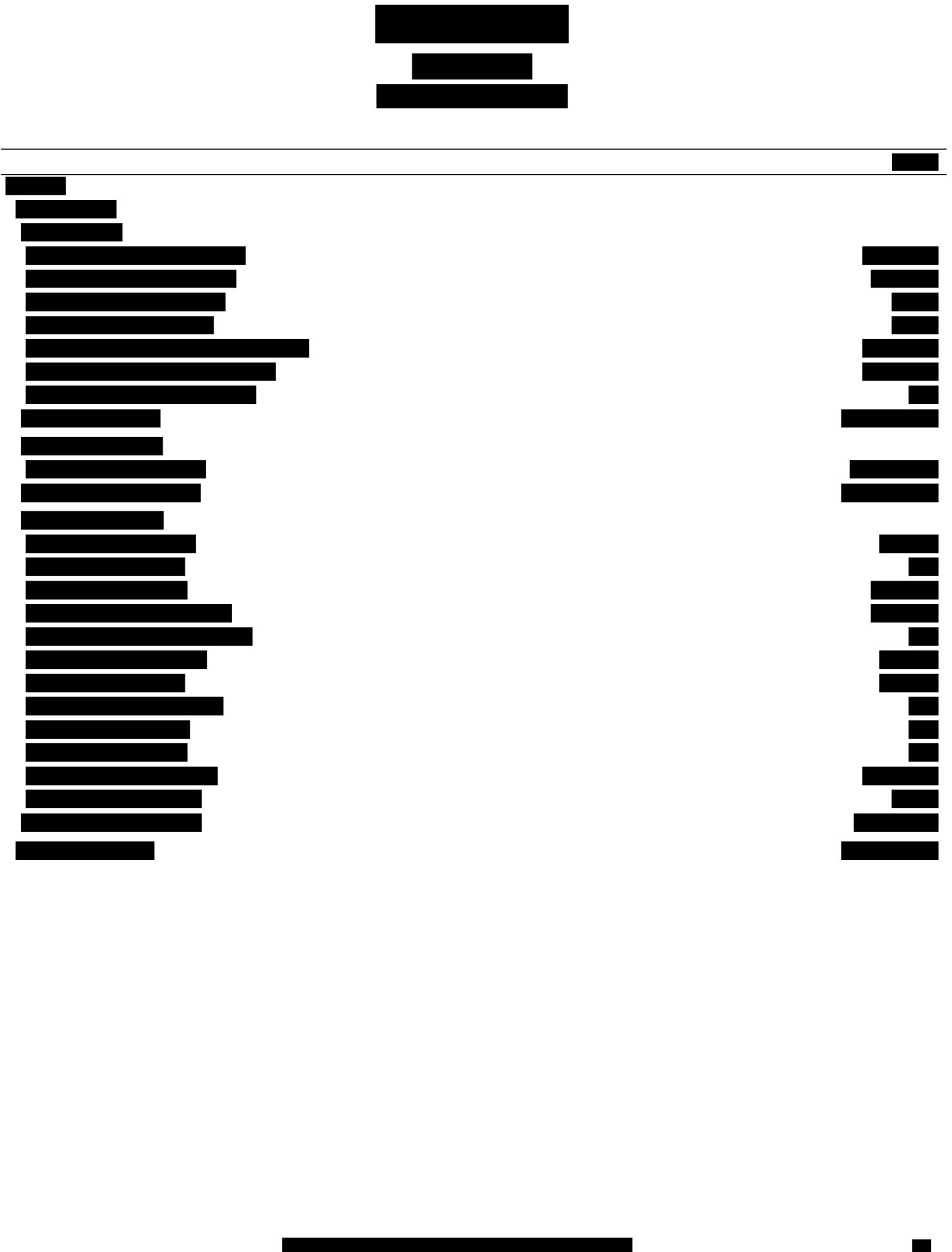
Banking Reference: Tonya Cummings

Title: Branch Manager at Zions Bank

Address: 1663 N Main St. Farmington, Utah 84025

Telephone: 801-451-7649

Email: tonya.cummings@zionsbank.com



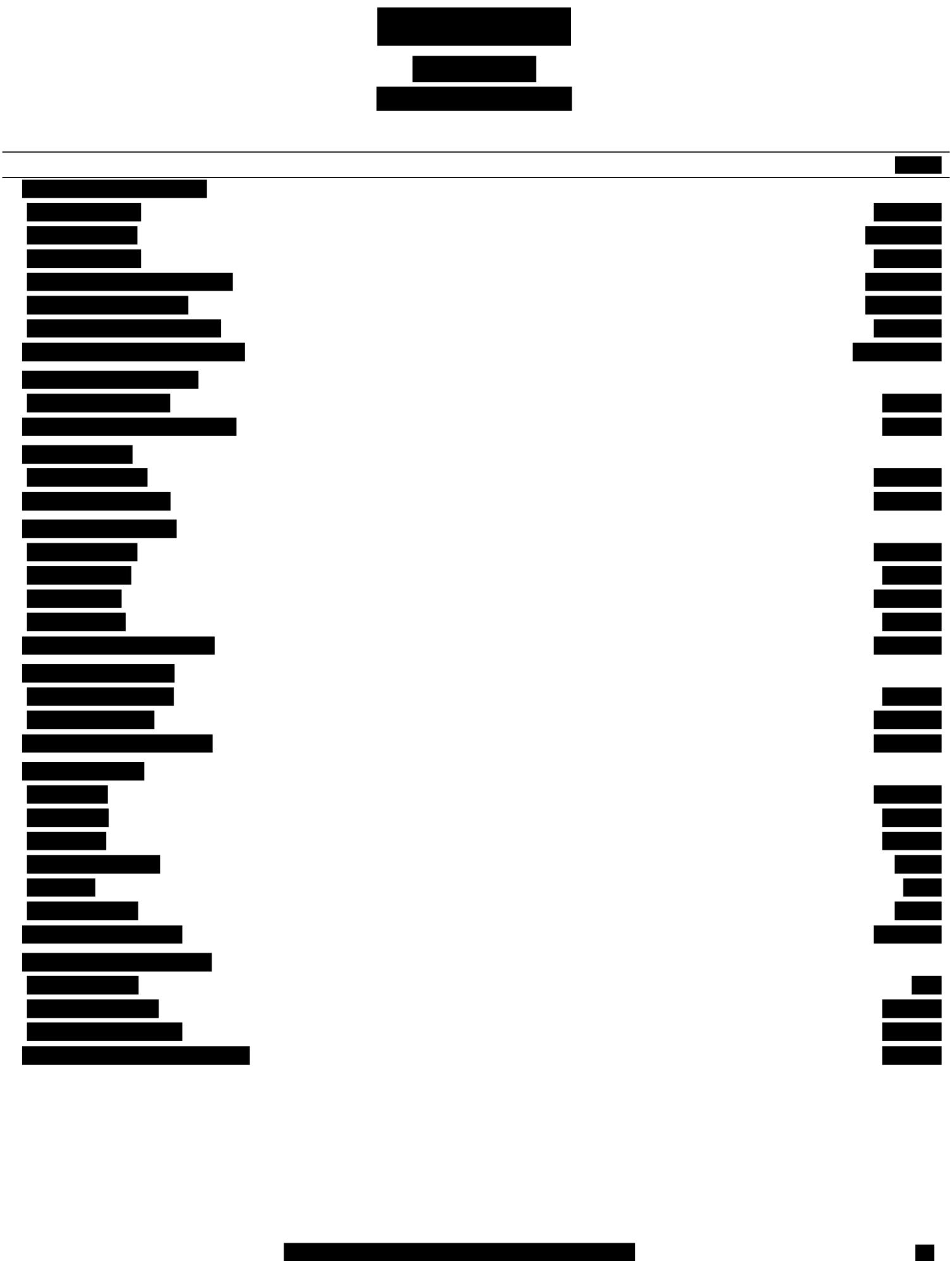














YEARS IN BUSINESS

As of the time of the proposal submission, the bidder must have been in business for at least five (5) years. ACD has been in business for 18 years.

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.

At this time, there is no anticipated change in ownership.

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.

Our office is located in Farmington, Utah. However, our call center agents and employees are all home-based throughout the contiguous United States.

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 relationship with the State over the last two years.

BIDDER'S EMPLOYEE RELATIONS TO 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 such relationship exists.

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, non-performance, 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.

No such instance has occurred during the last 2 years.

SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

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.

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

N/A, a subcontractor was not used.

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.

N/A, work was not performed as a subcontractor.

4. Experience managing a successful call center. ACD has been a virtual call center since May of 2003 with over 1,000 agents. What started as handful of PBS clients needing a call center, has now turned into over 200 clients based in Government, Ministry, University, Non-Profit and Public Media. We've captured over a billion dollars of donations and handle over 10 million minutes annually.

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.

ACD proposes the following staff to work on this project. Their resumes are attached in the pages following this section:

Mike Thompson, Director of the Contact Center

Batyah Spiker, Contact Center Manager

Michele Williams, Talent Acquisition Supervisor

Don Sherwood, Director of Software Engineering

Jill Milleson, Director of Client Services

In addition to those staff members, ACD has a pool of 1,000 1099-agents from which the agents will be selected to take calls for this project. Specific agents have not yet been assigned to this project. Our agents undergo background checks, security scans, and rigorous certification to ensure they have the skills necessary to take calls on behalf of our clients.



Mike Thompson - Director of the Contact Center

Summary of Qualifications

Professional, results-driven Contact Center Leader with 20 years of International and Domestic multi-site management experience in Travel, Hospitality, & Outsourcing Contact Centers. Expert working knowledge of Contact Center Operations, including workforce management, forecasting, telephony call routing, real time adherence, and analytics. Director of Contact Center Services for a virtual 1000+ contractor and employee contact center network. Achieved the rank of Major in the Engineer Branch of the Georgia Army National Guard serving 20 distinguished years.

Professional Experience

ACD Direct, Inc., 2020 - Present

Director of Contact Center

- Director of Contact Center Services and Operations for a 1000+ agent remote workforce throughout the country handling calls and interactions for several hundred clients.
- Managed the daily real time operations of my Contact Center team including Workforce, Training, Recruiting, Performance, Reporting Analytics, and Development.
- Member of ACD's Executive Leadership Team developing short and long term strategies.

Avanti Destinations 2019 - 2020

Director of Contact Center Operations

- Director of B2B Operations for the company's 100 remote and local agents call center handling calls and emails from Travel Agencies in the US booking international travel for their clients.
- Managed the company's call center operations of the daily sales and service business of my Travel Counselors, Management Team, and Support Team.
- Oversaw the Financial management, Forecasting, and Workforce Operations of the call center.

InterContinental Hotel Group (IHG) 2014 - 2018

Director, Sales and Service Operations

- Director of Sales and Service Operations for over 700 Sales Specialists, Customer Care Representatives, and Support Staff in the largest US IHG site.
- Responsible for all IHG Reservations and Guest Relations calls for the eastern US.
- Developed and Managed an annual \$50 million P&L and budget for the site.

Hilton Grand Vacations 2013 - 2014**Director of Call Center Operations**

- Director of Call Center Operations for Hilton Grand Vacation's largest growing division.
- Managed over 300 agents and staff handling inbound and outbound vacation packages sales calls.

Sitel 2011 – 2013**Director of Site Operations**

- Director of Operations for 500 agents & staff handling Customer Service, Tech Support, Billing, Back Office, and Sales calls.
- Client Relationship Manager for my clients, USAA Insurance, DirecTV, and GMAC.

Sykes Enterprises – Asia, Inc. 2010 – 2011**Operations Director**

- Director of Operations for over 1000 agents & staff handling U.S. sales and service calls.
- Responsible for exceeding all client KPI's and company Financial Goals for my 3 call centers.

Military Experience

- Achieved the rank of Major in the Engineer Branch of the Georgia Army National Guard serving 20 distinguished years.
- Awarded the Army Commendation Medal twice for outstanding duty.

Education**Bachelor of Science Degree, Communication Arts**

Georgia Southern University

References

Dianne Cooper, Leadership Development Manager
422 Planters Trace, James Island, SC 29412
(854) 444-9170

Marvin Wilburn, Operations Director
5101 Ashley-Phosphate Rd, North Charleston, SC
(843) 813-9538

Ryan Kirby, COO at ACD Direct
240 E. Promontory, STE 200, Farmington, UT 84025
888-320-0033



Lisa (Batyah) S. - Contact Center Manager

Summary of Qualifications

ACD Contact Center Supervisor adept at call center coaching and ongoing training to ensure compliance with operation regulations. Skilled at setting and meeting productivity goals. Specializes in conflict resolution and the timely preparation of operations and productivity reports.

Professional Experience

ACD Direct, Inc., 2019-Current

Contact Center Manager

- Manages and directs all aspects of incoming call center operations
- Developed new procedures and inducements to address individual attendance
- Built rapport and trust quickly with clients and colleagues
- Ensures that the call center is achieving maximum profitability and effectiveness

ACD Direct, Inc. 2016-2019

Contact Center Administrative Assistant

- Served as a Subject Matter Expert for contact center standard operating policies and procedures
- Acted as a point of contact for the support staff to assist with questions, workflows, and projects
- Responsible for updating client logs and coordinating
- Responded to contact center issues via ticket and/or emails with urgency and immediacy
- Assisted and monitored Rocket Chat and Skype

ACD Direct, Inc. 2009-2016

Contact Center Agent

- Answered incoming calls and responded to customer's emails
- Maintained a friendly and professional tone on all calls and interactions with customers
- Managed and resolved customer complaints
- Input customer donations in the system
- Recognized, documented, and alerted the management team of trends in customer calls
- Follow up customer calls when necessary

Education

Midlands Technical College – Admin Assistant Degree

References:

Laura Hatt, Small Business Owner
1259 Cattle Creek Rd, Rowesville SC 29133
407-350-7049

Lola Salamon, Manager at Suncast Corporation
1215 Corrigan Street, Elburn IL 60119
630-244-1199

Ryan Kirby, COO at ACD Direct
240 E. Promontory, STE 200, Farmington, UT 84025
888-320-0033



Robin (Michele) W. – Talent Acquisition Supervisor

Summary of Qualifications

Experience recruiting, hiring, and certification processes within the Contact Center Department at ACD. Worked as a Call Center Agent for ACD before joining the Talent Acquisition Department.

Professional Experience

ACD Direct: Apr 2008 – Current

Talent Acquisition Supervisor

- Responsible for recruiting, hiring, and conducting the certification of agents before they begin taking client calls.
- Ensure information is accurate and up to date for each client before training agents.
- Gives final sign off on an agents' ability to begin taking live calls for a client.

ACD Direct: 2005-2008

Contact Center Agent

- Worked as a 1099 call center agent taking calls for ACD's clients.
- Gained extensive background and experience into how ACD operates and what it means to be a good agent.

West at Home 2003-2005

Call Center Agent

- Took calls as an agent for HSN, Office Depot, Pizza Hut and Direct Response.

Education

Online classes – Kaplan University 2003-2004

General Studies – West Virginia Junior College 2000-2002

General Education Development Diploma – 1992

Life and Health insurance license, Feb 2008- April 2012

References

Diane Bates
3710 Bluegrass Ln, Ft. Wayne, IN 46815
260-267-8859

Chelsie Davis
15216 James Dr, Leo, IN 46765
260-246-7566

Ryan Kirby, COO at ACD Direct
240 E. Promontory, STE 200, Farmington, UT 84025
888-320-0033

Summary of Qualifications

With over 23 years' experience in building cloud software, and exceptional engineering teams, I am passionate about DevOps, Continuous Delivery and Continuous Improvement as a foundation for bringing quality software to market, and transforming a workplace into a thriving ecosystem where innovation flourishes and operational excellence is aggressively pursued.

Professional Experience

ACD Direct: July 2020- Current

Director of Software Engineering

- Reduced time to release the full platform by 98% through automation and an improved branching strategy.
- Reduced the frequency of release-caused service-impacting events by 75% through increased process accountability.
- Reduced MTTR for bugs by 50% through collaborative prioritization and improved testability of staging environment.
- Increased developer productivity by 28% by reducing issue rework through coaching ticket creators on how to write more effective user stories, and increasing dialogue between engineering and product management.

inContact: April 2009-July 2020

Engineering Manager

- Led R&D through a transformation from monolithic development and delivery to DevOps and Continuous Delivery.
- Reduced the time and cost of deploying software to production by 50% while significantly reducing the number and impact of escaped defects by relentlessly advancing incremental improvements to our delivery standards and processes.
- Persuaded executive leadership and other change control stakeholders to adopt modified processes and policies that support Continuous Delivery while ensuring strict adherence to quality standards.
- Hired and led 12 DevOps engineers in 3 countries, coaching and mentoring them in their role of partnering with engineering teams to implement CI/CD pipelines.
- Created a Monolith Exit process by which engineering teams extracted their services and components from the monolith into independent continuous delivery pipelines while keeping their delivery commitments to product management.

Principal Software Engineer

- Designed and built a distributed software deployment system to enable repeatable, scalable software delivery to the inContact private cloud.
- Established design patterns for building installers for inContact products and trained other teams on their use.

- Recommended and implemented a source code branching strategy to support our current monolithic build and release processes, while iterating towards a more microservice-based architecture.
- Created a unified Continuous Integration system to bring consistency and stability to the builds of the many R&D teams.

the Geek i Am: 2005-2009

Owner

- Designed and built custom networks, maintained and upgraded computer systems, resolved IT issues, and created custom software solutions based on the client's specific needs.

Education

Brigham Young University - Idaho
Applied Management, Business Administration and
Management, General · (2017 - 2021)

Colorado State University
Computer Science (Incomplete) · (1995 - 1996)

Brigham Young University
Music Education (Incomplete) · (1991 - 1994)

References:

Nate Boden - CTO at NICE InContact
75 W. Towne Ridge Parkway, Sandy, Utah 84070
801-550-8364

Beau Nelford - VP of Engineering at Motivosity
1633 Innovation Way, #150 Lehi, Utah 84043

David Bassett - Sr. Director of Quality Assurance at
Nice InContact
75 W. Towne Ridge Parkway, Sandy, Utah 84070
770-861-5332



Jill M. – Client Services Director

Summary of Qualifications

Experience in leadership for all staffing, training and development, work allocation, performance management, best practices, and customer management. Instituted performance metrics call automation and training. Leveraged knowledge of existing software applications to improve productivity.

Professional Experience

ACD Direct: Apr 2012 – Current

Associate Client Services Director

- Lead the team that interfaces with our partners.
- Responsible for client interactions and directly and indirectly handling the partner/client negotiations, budgeting, customer service, account success, and resource information for the company.
- Primary responsibility is to improve both partner and employee satisfaction along with employee performance to benefit the organization.
- Serves on the Leadership team and participate in strategic planning for the overall success of the organization.

State Farm Insurance, Aug 2011 - Apr 2012

Sales Development Specialist

- Licensed insurance sales development specialist selling auto, homeowners, health, life, long term care, and business policies.
- Responsible for closing and booking vehicle loans and opening deposit product accounts.
- Marketed to local businesses to help with all their insurance product needs to ensure their liability is adequately protected.
- Licensed in South Carolina and contracted to only sell State Farm products.

David M. Gilston Insurance Agency Inc, Mar 2008 - Aug 2011

Benefit Specialist, Licensed Agent

- Helped my clients find the right products to help fit the needs of their families and/or businesses.
- Marketed to local businesses and through Internet leads.

Self Employed Contractor, Jan 2006 - Mar 2011

Independent Contractor

- Worked as an independent teleservice agent for Guru projects, ACD direct, JM Services and West Corporation.
- took inbound customer service calls, outgoing telemarketing calls, date entry projects and incoming pledge calls.

- Processed incoming orders/pledges and schedule service appointments.

Sterling Jewelers Inc, Mar 2000 - Jul 2005

Credit Authorization/Credit Fraud Manager

- Co-managed the call centers of the Credit Authorization/Credit Fraud Department with one other Manager.
- Responsible for coaching/training and developing two Authorization Supervisors and their teams of Authorizers along with two ACS Systems Specialists.

Education

South Carolina Department of Insurance, 2008 – 2012

Life and Health insurance license, Feb 2008- April 2012

Meyers University, Marketing, 1996 – 1998, Completed 15 credit hours

The University of Akron, Marketing, 1995 – 1996, Completed 3 credit hours

References

Jessica McCarthy, Manager at ASPCA
520 Eighth Ave, 7th Fl, NY, NY 10018
212-876-7700 ext. 4633

Jill Franz, VP at Signet Jewelers
375 Ghent Road, Akron, OH 44333
330-668-5000

Ryan Kirby, COO at ACD Direct
240 E. Promontory, STE 200, Farmington, UT 84025
888-320-0033

BIDDER REQUIREMENTS – OPTION 1 - CONTACT TRACING

1- Describe your understanding of the project requirements, including but not limited to the Performance Requirements.

Describe your approach of how you will accomplish the project requirements. **Bidder's Response:** We understand that the State will provide a list of individuals that have tested positive for Covid-19. Our requirement will be to contact each individual for a 10-minute interview within 8 business hours of receiving the contact in our system, to help the resident retrace their contacts and locations for the days preceding symptoms and/or the Covid-19 test, and to identify and notate additional individuals that may have been exposed. If unable to reach to resident, a voicemail will be left asking them to call us back, and four additional outbound attempts will be made to contact the resident. The contact tracing data will be uploaded to the State system as collected. The additionally exposed individuals identified will be processed by the State and we will follow up with those individuals according to the State's instructions. To accomplish this project, ACD will use the outbound dialer tool within the NICE InContact cloud telephony system and our proprietary scripting platform to quickly perform the contact tracing and upload the data to the State via their system. All five call attempts will be completed within three business days and the contact results data will be provided to the State weekly by Tuesday at 12p Central.

2- Describe your language capabilities, including the percentage of contact tracers who are bilingual in English and Spanish, and any other languages available. **Bidder's Response:** ACD is able to offer both English and Spanish contact tracers to the State. Up to 50%, as necessary, of the contact tracers assigned to this project will be bilingual in English and Spanish.

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

While ACD is HIPAA certified, we currently do not have any health data in our systems. ACD has an action plan for when health data is ready to enter our system, as well as policies, procedures, trainings, and system protections already in place. ACD is PCI level 1 and SOC 2 certified. We have not had any breach notifications within the last 3 years.

4- Describe your staffing availability, including whether you can meet the required hours specified in Section V.C.3. Provide the maximum number of contact tracers that can be provided, and the timeframe additional contact tracers can be on-boarded. **Bidder's Response:** ACD staffs its contact center 24/7/365, so we are able to meet the required hours specified in Section V.C.3. ACD utilizes over 1,000 contact center agents of which we can commit 450 as contact tracer agents. Our onboarding process takes 2 days.

5- Describe your approach to workforce planning, including the speed, agility, and flexibility necessary to match your workforce to the fluctuating demand of this contract. Response should include a description of equipment provided to staff. **Bidder's Response:** We have 18 years of experience with remote, at-home agent scheduling and we routinely staff around high-demand events like TV ad-buying schedules, natural disasters, and nation-wide events. Average queue time is monitored 24/7 by contact center management. We send out alerts via text to increase agent count when experiencing call volume spikes, and we offer rapid engagement incentives accordingly. In times of lower than anticipated call volume, ACD is able to rapidly reduce the number of agents, maximizing the value proposition for our clients. The ACD model is built around the need to mobilize and de-mobilize in a very short time frame, creating an on-demand system for call volume management. Given the nature of this project, which is similar to other ACD clients that require flexibility and agility, ACD will train and certify 2-3x the number of anticipated agents that will be required for this project. In the event of unanticipated volume spikes, this pool of agents will be ready to engage immediately. ACD staff is provided a laptop and Jabra headset.

6- Describe your ability to meet the timelines established in this RFP. **Bidder's Response:** ACD already has staff in place to begin work within 20 days of the contract award date. Weekly reporting is a normal course of business. We have a full IT staff dedicated to reporting. ACD has approximately 200 clients that receive a weekly report. Due to the nature of our call center staffing model already in place, ACD has the platform and software to call up agents to respond based on the number of contacts needed. This is the normal course of business of ACD, handling millions of contacts per year.

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

Bidder's Response: Agent skill certification begins with courses and quizzes to learn ACD's software and how to take the calls. The agents are then certified for client specific skills. Those certifications consist of webinars and quizzes. Clients can also do direct trainings with our agents. Once they pass the client specific quiz they are eligible to take calls for that client. Ongoing calibration happens weekly and intermittently when there are urgent updates or program changes. We have two dedicated trainers and a team of quality assurance managers.

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

Bidder's Response: ACD is able to provide reports containing the requested information each Tuesday by 12pm CST. Additionally, ACD can provide customized reports, developed in-house, upon request that can be added to your weekly report menu, if desired. The reports are exportable, typically tab delimited, fixed width, .csv, or .xlsx. Depending on the complexity of the customized report, turnaround time can range from 24 hours to several days.

9- Describe how you would ensure that contact tracers will reflect the geographic and cultural diversity of the state.

Describe how you would ensure proper geographic coverage in both more populated communities versus more rural locations.

Bidder's Response: A script will be developed in a manner that reflects the geographic and cultural diversity of the state. ACD will present the script in advance for the State's input and approval. Additionally, ACD will monitor script adherence and all agent communications to ensure consistency even when off script. No preference will be given either rural or more populated communities in terms of outreach and interactions.

Page 28 of the RFP Scope of Work states that no contact tracing calls should be recorded. ACD is happy to and capable of complying with this requirement. For your consideration, ACD has a very sophisticated Artificial Intelligence (AI) that transcribes and uses software to analyze the words spoken on both sides of every phone call. Thus, this tool could be used, with its Artificial Intelligence, to replace the value of recordings without keeping a record that could compromise privacy. If desired and approved by the State, ACD is willing to offer this technology for additional quality assurance and to expedite the correction of any inappropriate nomenclature or slang used inadvertently by its agents. The same AI can be used to ensure script adherence without recording the call or human monitoring.

10- Describe how you would overcome cultural barriers in communities that don't typically give personal information over the phone or via the internet. Describe how you would overcome cultural barriers in communities that are fearful of giving personal information to anyone because of fear of legal retaliation.

Bidder's Response: ACD respects the privacy rights of every Nebraska resident. This section of the phone call will be carefully monitored to ensure that ACD agents are utilizing the very specific scripting approved by the State. Furthermore, each ACD agent will properly identify themselves and speak to the HIPAA safeguards in place to protect their identity. Quality assurance and call monitoring are important tools used to ensure agent compliance with privacy measures.

11- It is DHSS policy that contact tracing Contractors do not conduct contact tracing directly with minors and that contact tracers speak to one parent or guardian in a household. However, this has occurred in the past and may occur in the future during times of peak infection rates. Describe your experience with these situations.

Bidder's Response:

ACD scripting utilizes "if, then" scenarios to ensure that agents only proceed with the call once properly qualified. This assumes that our script will include asking for the age of each resident and/or knowing in advance of the age so that the agent will only begin the call with a legal guardian or adult-aged resident. ACD has experience with other projects such as our Colorado Low Income Heat Energy Assistance Program whereby speaking to the exact resident is a requirement to proceed with the phone call. In other words, ACD agents are trained to communicate only as authorized.

12- Describe how you would address individuals with disabilities as part of your contact tracing services.

ACD agents are trained to identify those with hearing and/or mental disabilities that hinder adequate communication on the phone. Typically, we offer an alternative, such as texting or emailing when such a disability is identified. ACD has specialists on staff for call escalation via warm transfer in the event that a resident would be better served by someone with expertise.

BIDDER REQUIREMENTS – OPTION 2 - VACCINE HELPLINE

1- Describe your understanding of the project requirements, including but not limited to the Performance Requirements. Describe your approach of how you will accomplish the project requirements. Bidder's Response:

We understand that the requirement is to staff an inbound contact center to field any and all calls related to Covid-19 and vaccination inquires, from 8am-8pm CST daily. ACD is prepared to offer a fixed price per month to handle these calls in a timely and professional manner, according to the Key Performance Indicators as required by the State. We understand that the State will provide a list of answers to frequently and historically asked questions. After initial training and proficiency certification by each ACD agent, these answers will also be available to our agents in the Q&A section of our proprietary scripting platform, Simple Script. Additionally, our Simple Script platform offers a real-time supervisor access for our agents to get immediate help from supervisors for more difficult or uncommon questions. ACD will utilize many of its existing senior contact center agents to staff for the appropriate call volumes throughout the day and evening. Inbound calls will be answered within 30 seconds. However, a callback feature will be offered to the caller in the event that hold times have spiked due to unexpected call volumes. In the event of such call spikes, ACD will immediately call up additional agents to meet the call volume demand. Since ACD is a 24/7/365 contact center, we are able to take these helpline calls at any time and any day, thus eliminating the need for residents to leave a voicemail and wait for a callback.

2- Describe your language capabilities, including the percentage of contact tracers who are bilingual in English and Spanish, and any other languages available. Bidder's Response: ACD is able to offer both English and Spanish inbound agents for the vaccine helpline. Bilingual agents will be onboarded to the project and scheduled according to need.

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

While ACD is HIPAA certified, we currently do not have any health data in our systems. ACD has an action plan for when health data is ready to enter our system, as well as policies, procedures, trainings and systems protections already in place. ACD is PCI level 1 and SOC 2 certified. We have not had any breach notifications within the last 3 years.

4- Describe your staffing availability, including whether you can meet the required hours specified in Section V.J.1.

Bidder's Response: ACD staffs its contact center 24/7/365, thus we are able to meet the required hours specified in Section V.J.1. ACD currently utilizes over 1,000 contact center agents, of which the appropriate number will be certified and assigned to this project.

5- Describe your approach to workforce planning, including the speed, agility, and flexibility necessary to match your workforce to the fluctuating demand of this contract. Response should include a description of equipment provided to staff. Bidder's Response: We have 18 years of experience with remote, at-home agent scheduling and we routinely staff around high-demand events like TV ad-buying schedules, natural disasters and nation-wide events. Average queue time is monitored 24/7 by contact center management. We send out alerts via text to increase agent count when experiencing call volume spikes and offer rapid engagement incentives accordingly. In times of lower than anticipated call volume, ACD is able to rapidly reduce the number of agents, maximizing the value proposition for our clients. The ACD model is built around the need to mobilize and de-mobilize in a very short time frame, creating an on-demand system for call volume management. Given the nature of this project, which is similar to other ACD clients that require flexibility and agility, ACD will train and certify 2-3x the number of anticipated agents that will be required for this project. In the event of unanticipated volume spikes, this pool of agents will be ready to engage immediately. ACD staff is provided a laptop and Jabra headset.

6- Describe your ability to meet the timelines established for the vaccine helpline. Bidder's Response: ACD already has staff in place to begin work within 20 days of the contract award date. Weekly reporting is a normal course of business. We have a full IT staff dedicated to reporting. ACD has approximately 200 clients that receive a weekly report. Due to the nature of our call center staffing model already in place, ACD has the platform and software to call up agents to respond based on the number of contacts needed. This is normal course of business of ACD, handling millions of contacts per year.

7- After State provided train-the-trainer session is complete, describe bidders capacity of in-house trainers and approach to project on-boarding. Bidder's Response: Agent skill certification begins with courses and quizzes to learn ACD's software and how to take the calls. The agents are then certified for client specific skills. Those certifications consist of webinars and quizzes. Clients can also do direct trainings with our agents. Once they pass the client specific quiz they are eligible to take calls for that client. Ongoing calibration happens weekly and intermittently when there are urgent updates or program changes. We have two dedicated trainers and a team of quality assurance managers.

8- Describe your ability to meet the reporting requirements set forth in Section V.L, including ad hoc reporting capabilities. Bidder's Response: ACD is able to provide reports containing the requested information each Tuesday by 12pm CST. Additionally, ACD can provide customized reports, developed in-house, upon request that can be added to your weekly report menu, if desired. The reports are exportable, typically tab delimited, fixed width, .csv, or .xlsx. Depending on the complexity of the customized report, turnaround time can range from 24 hours to several days.

9- Describe how you would ensure that Vaccine Helpline staff will reflect the geographic and cultural diversity of the state. Describe how you would ensure proper geographic coverage in both more populated communities versus more rural locations. Bidder's Response:

A script will be developed in a manner that reflects the geographic and cultural diversity of the state. ACD will present the script in advance for the State's input and approval. Additionally, ACD will monitor script adherence and all agent communications to ensure consistency even when off script. We understand that the State will provide scripted answers to frequently and historically asked questions, which are written to be universal to all state residents. These answers will be available to our agents in the Q&A section of our proprietary scripting platform, Simple Script. Additionally, our Simple Script platform offers a real-time supervisor access for our agents to get immediate help from supervisors for more difficult or uncommon questions. ACD will utilize its sophisticated Artificial Intelligence (AI) software to record, transcribe and analyze 100% of the words spoken on every phone call by the agent and the resident. This technology will expedite the correction of any inappropriate nomenclature or slang used inadvertently by ACD agents. The same AI will be used to ensure script adherence and quality control for every agent.

10- Describe how you would overcome cultural barriers in communities that don't typically give personal information over the phone or via the internet. Describe how you would overcome cultural barriers in communities that are fearful of giving personal information to anyone because of fear of legal retaliation. Bidder's Response:

ACD respects the privacy rights of every Nebraska resident. Each phone call will be carefully monitored to ensure that ACD agents are utilizing the very specific scripting approved by the State to overcome any objection in a professional and acceptable manner. Furthermore, each ACD agent will properly identify themselves and speak to the HIPAA safeguards in place to protect the residents' identity. Quality assurance and call monitoring are important tools used to ensure agent compliance with effective scripting and privacy measures.

11- Describe how you would address individuals with disabilities as part of your vaccine helpline services.

Bidder's Response: ACD agents are trained to identify those with hearing and/or mental disabilities that hinder adequate communication on the phone. Typically, we offer an alternative, such as, texting or emailing when such a disability is identified. ACD has specialists on staff for call escalation via warm transfer in the event that a resident would be better served by someone with expertise.