



***State of Nebraska -
State Purchasing Bureau***

Request for Proposal for Contractual Services

PRESENTED APRIL 2021

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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:	Call Center Sales Pro
COMPLETE ADDRESS:	319 Blue Peacock Way, Suite 1, Seymour, TN 37865
TELEPHONE NUMBER:	(800)-901-7706
FAX NUMBER:	
DATE:	
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Lisa Phillips - VP of Operations



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:	Call Center Sales Pro
Bidder Address:	319 Blue Peacock Way, Suite 1, Seymour, TN 37865
Contact Person & Title:	Lisa Phillips- VP of Operations
E-mail Address:	lphillips@callcenter-salespro.com
Telephone Number (Office):	(800)-901-7706
Telephone Number (Cellular):	
Fax Number:	

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

Communication with the State Contact Information	
Bidder Name:	Call Center Sales Pro
Bidder Address:	319 Blue Peacock Way, Suite 1, Seymour, TN 37865
Contact Person & Title:	Janet Livingston - President & CEO
E-mail Address:	jlivingston@callcenter-salespro.com
Telephone Number (Office):	(800)-901-7706
Telephone Number (Cellular):	
Fax Number:	(312)-794-8815



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:
LP			

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.
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:
LP			

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:
LP			

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:
LP			



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:
LP			

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:
LP			

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:
LP			

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:
LP			

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:
LP			

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:
LP			

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:
LP			

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:
LP			

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:
LP			

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:
LP			

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:
LP			

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:
LP			

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:
LP			

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:
LP			

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:
		LP	CCSP would like a 90 day term for cancellation due to staffing policies.

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:
LP			

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

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

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



III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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:
LP			

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:
LP			

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:
LP			

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:
LP			

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:
LP			CCSP will provide the COI as needed upon the award of the RFP.

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.



H. **ANTITRUST**

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

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:
LP			

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:
LP			

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:
LP			

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:
LP			

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:
LP			All CCSP employees have a Drug test and must pass this, to be employed with us upon hire.

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:
LP			

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



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:
LP			

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:
LP			

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:
LP			

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

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.

CCSP 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 in both English and Spanish languages, or by using Translation services provided by the State.

- CCSP's Agents / Supervisors will receive State mandated HIPAA and PHI training to be working on this project.
- CCSP will be available 8am CST to 8pm CST Sunday through Saturday.
- CCSP will provide Reporting as requested and the KPIs as required by the State.

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

CCSP will provide 100 % Language capabilities in both English and Spanish. Other languages will use the translation line provided by the State.

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.

CCSP handles 80% Medical accounts and go through PHI-HIPAA training with all agents. We use a Secure Messaging platform for our Clients to receive their messages. CCSP has never had any PHI Breach reports or notifications reported to the Office of Civil Rights.

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.

CCSP can meet the 25 Dedicated Contract Tracers as required on this Contract for both hours of operations and days of the weeks, including Statutory holidays. CCSP will be able to adhere to a Phased approach to staff to 1,000 Contract Tracers. CCSP would add 25-30 Contract Tracers a week, to Staff up and educate on the account as required. Depending on the demand for the number of Contractors needed by the State, CCSP can expedite this weekly increase of Contact Tracers.



I. (CONTINUED)

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.

CCSP will work with the State to engage our Operations and Learning & Development Team and Client Services Team together to be able to staff as demanded by the State. CCSP will be able to monitor the Queue and have daily reported statistics. CCSP will also do the day over day statistics and week over week stats to gauge the traffic and adherence to the schedule.

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

Upon receiving the Award for the RFP – CCSP will immediately start the hiring process, drug testing to be hired. The CCSP Contract Tracer will be educated on the CCSP HIPAA-PHI training before commencing the contract with the State. CCSP will have Phase approached to staffing with 25 agents a week and an additional week for training and testing.

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

CCSP Trainers and Client Services Team will take a hands-on approach. CCSP will dedicated to start, 1 Trainer, 1 Client Services Manager, 1 Quality Assurance Manager, 2 Supervisors for the staff of 25 Contract Tracers.

As CCSP adds more agent, the 1-15 ratio of Contract Tracers to Supervisors will increase.

The Supervisors will be able to educate the Contract Tracers as ongoing training.

Each new group of Contract Tracers will go through the initial training and expectations/ guidelines from the CCSP Trainer assigned to this project.

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

CCSP will be able to meet the reporting requirements set forth in Section V. F., including ad hoc reporting as our system allows us to pull these stats in real time.

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.

To ensure the cultural diversity of the State, CCSP will review the State's cultural diversity with the CCSP Contract Tracers, CCSP will approach more of the targeted communities with more Contract Tracers in the populated area, while staying on top of the rural locations.



I. (CONTINUED)

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.

CCSP Contract Tracers would be able to overcome cultural barriers in communities that don't typically give personal information over the phone or via the internet, or fear of legal retaliations by ensuring clear and polite communication. And share the knowledge about the project and its importance to the communities.

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.

As a DHHS policy that contract training Contractors do not conduct tracing directly with minors and the CCSP Contract Tracers must speak to a parent or guardian, CCSP would allow for the script to calculate the age of the Contact and have a prequalified question to speak to the Legal Guardian of this Contact. CCSP finds this method with the under 19 years of a question appropriate for the CCSP Contract Tracers to prequalify.

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

CCSP would address individuals with disabilities as part of the contact tracing services by speaking according to the callers needs – slower, or louder for the Contact to understand and hear the Contract Tracer.

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.

CCSP shall provide contact tracing services by placing incoming telephone calls to individuals who have been diagnosed with COVID-19 or who have been potentially exposed to COVID-19 in both English and Spanish languages, or by using Translation services provided by the State.

- CCSP's Agents / Supervisors will receive State mandated HIPAA and PHI training to be working on this project.
- CCSP will be available 8am CST to 8pm CST Sunday through Saturday.
- CCSP will provide Reporting as requoted and the KPIs of no wait times longer than 4 minutes as required by the State.
- CCSP will return all Voicemail with 24 hours of the time received.
- CCSP will provide disposition reporting



N. (CONTINUED)

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

CCSP will provide 100 % Language capabilities in both English and Spanish. Other languages will use the translation line provided by the State.

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.

CCSP handles 80% Medical accounts and go through PHI-HIPAA training with all agents. We use a Secure Messaging platform for our Clients to receive their messages. CCSP has never had any PHI Breach reports or notifications reported to the Office of Civil Rights.

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

CCSP can meet the 25 Dedicated Contract Tracers as required on this Contract for both hours of operations and days of the weeks, including Statutory holidays. CCSP will be able to adhere to a Phased approach to staff to 1,000 Contract Tracers. CCSP would add 25-30 Contract Tracers a week, to Staff up and educate on the account as required. Depending on the demand for the number of Contractors needed by the State, CCSP can expedite this weekly increase of Contact Tracers. This will fluctuate to the increase in call volume, the Time to Answer the calls.

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.

CCSP will work with the State to engage our Operations and Learning & Development Team and Client Services Team together to be able to staff as demanded by the State. CCSP will be able to monitor the Queue and have daily reported statistics. CCSP will also do the day over day statistics and week over week stats to gage the traffic and adherence to the schedule.

6. Describe your ability to meet the timelines established for the vaccine helpline.

Upon receiving the Award for the RFP – CCSP will immediately start the hiring process, drug testing to be hired. The CCSP Contract Tracer will be educated on the CCSP HIPAA-PHI training before commencing the contract with the State. CCSP will have Phase approached to staffing with 25 agents a week and an additional week for training and testing.



N. (CONTINUED)

7. After State provided train-the-trainer session is complete, describe bidders capacity of in-house trainers and approach to project on-boarding.

CCSP Trainers and Client Services Team will take a hands-on approach. CCSP will dedicated to start, 1 Trainer, 1 Client Services Manager, 1 Quality Assurance Manager, 2 Supervisors for the staff of 25 Contract Tracers.

As CCSP adds more agent, the 1-15 ratio of Contract Tracers to Supervisors will increase. The Supervisors will be able to educate the Contract Tracers as ongoing training. Each new group of Contract Tracers will go through the initial training and expectations/ guidelines from the CCSP Trainer assigned to this project.

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

CCSP will be able to meet the reporting requirements et forth in Section V. L., including ad hoc reporting as our system allows us to pull these stats in real time as follows:

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.

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.

To ensure the cultural diversity of the State, CCSP will review the State's cultural diversity with the CCSP Contract Tracers, CCSP will approach more of the targeted communities with more Contract Tracers in the populated area, while staying on top of the rural locations.



N. (CONTINUED)

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.

CCSP Contract Tracers would be able to overcome cultural barriers in communities that don't typically give personal information over the phone or via the internet, or fear of legal retaliations by ensuring clear and polite communication. And share the knowledge about the project and its importance to the communities.

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

CCSP would address individuals with disabilities as part of the contact tracing services by speaking according to the callers needs – slower, or louder for the Contact to understand and hear the Contract Tracer.

VI. CORPORATE OVERVIEW

A. BIDDER IDENTIFICATION AND INFORMATION

Company Name: Call Center Sales Pro

Company Address: 319 Blue Peacock Way, Suite 1, Seymour, TN 37865

Corporation Type: S Corporation

Established: 2014

Incorporation: Minnesota October 31, 2014., Tennessee August 2020

About Call Center Sales Pro:

Call Center Sales Pro is a woman-and minority-owned small business specializing in answering service, contact center, consulting, and business process outsourcing solutions for entities and practices of all sizes. CCSP is owned and operated by a 40-year veteran of its industry: a highly-sought market leader specializing in complex communications outsourcing for medical, commercial, and municipal partners.

With its hallmark boutique service delivery model, CCSP customizes affordable caller experience-focused touchpoints through inbound, outbound and omni-channel communication tools that improve productivity, profitability, customer satisfaction and operational success of our clients. Our highly trained operators follow all regulatory, municipal, commercial and healthcare protocols requisite in each account we service.





B. FINANCIAL STATEMENTS

CCSP will provide this report to the State if Awarded the RFP.

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.

Established in 2014 with four decades of industry experience, a M/WBE/WOSB Certification-Pursuant Small Business, 100+ seat brick and mortar call center campus and consultancy located outside of Knoxville in Seymour, TN.

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.

CCSP acknowledges that if there is a change in Ownership, CCSP will notify the State immediately.

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.

319 Blue Peacock Way, Suite 1, Seymour, TN 37865

F. RELATIONSHIP 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.

CCSP does not have any current business in the State of Nebraska. CCSP has the experience with Covid Lines for the Elite to the local community centers.



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.

CCSP does not have any employees within the past 2 years that have worked in the State of Nebraska.

H. CONTRACT PERFORMANCE

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

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

If at any time during the past two (2) years, the bidder has had a contract terminated for convenience, 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.

CCSP understands and acknowledges this section.



I. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

1. One Medical

a - The time period of the project: December 2020 – December 2021

b - The scheduled and actual completion dates: This is ongoing.

c - The bidder's responsibilities: CCSP helps One Medical via telephone and email channels with the following member concerns across all their markets.

- Scheduling a wide variety of primary care appointments both in-office & virtual
- Scheduling COVID testing & COVID vaccinations
- Scheduling common vaccinations
- Refilling prescription medications
- Locating & relaying lab results
- Locating & relaying medical records
- Reaching providers to obtain routine & urgent medical advice

There are 50 Dedicated agents currently on this project.

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);

Contact Person: Cookie Laurio - Director of Operations

Contact Email: claurio@onemedical.com

2. St. Johns Well & Child Family Center

a - The time period of the project: March 2021 – March 2022

b - The scheduled and actual completion dates: This is ongoing.

c - The bidder's responsibilities: CCSP is responsible for all Scheduling/ rescheduling and canceling of the Covid Vaccines in 20 locations in the South Central, East LA Counties, California area, administrating near 125,000 Vaccines.

CCSP provided out Toll Free Number for this program and for Social Media for the communities to have the education, directions and FAQs when required and able to Book in the Vaccine Appointments, There are 50 Dedicated agents currently on this project.

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);

Contact Person: Maria Genie - Executive Assistant to President & CEO

Phone: 323-541-1600, x 4001

Email: mgenie@wellchild.org



J. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

Janet Livingston

Industry-proven leader of multiple answering services, call centers, BPO firms, and consultancies. With decades of industry experience, Janet has spent most of her career honing her call center leadership skills and developing a deep understanding of healthcare call centers and medical answering services. Janet initially worked as a sales rep at a telephone answering service and later grew in prowess and professionalism such that she came to own her own call center. This initial business grew organically to hit the INC 5000 list three times, a feat repeated at a second call center. Now she serves as *the* growth authority guiding leading call centers, specifically in the healthcare industry with a focus on optimization of operations, improved patient access and care, and maximized revenue opportunity.

Professional Experience

President | Call Center Sales Pro | July 2014 - Present

Resides over senior leadership; provides direction for Operations, Sales, Marketing, Programming, and Education departments. Chief consultant for all client projects. Team organizer and leader for project work.

President | ONE Business Solutions | August 2018 - Present

Owner and President representing collection of answering services in Tennessee, Ohio, and California. This includes Answering Service One, Redding Answering Service, Seagate Communications, and New Connections Communication Services.

President | Customer Contact Services | October 2011 - March 2014

Direct day-to-day management of multi-site company inclusive of multiple functional areas consisting of Accounts Receivables/Payables, New Account Sales and Development, Contact Center Operations, and IT in multi-location inbound/outbound outsource answering service/call centers.

President & Founder | Answer Center America, Inc. | January 1995 - December 2010

P&L responsibility for \$5.2MM. Managed 9 direct reports and 135 indirect reports. Increased EBIDTA from 0%-24%. Managed 100-seat call center (75 outbound, 25 blended) and additional 50 outsourced seats, providing sales, inbound customer support, back office, and tech support. Responsible for 200 key clients, spanning how many multiple lines of business including Medical, Insurance, Hospitality, Tech, Software and Automotive. Responsible for all operational aspects, including AR/AP, new accounts, sales, staffing, training, operations, and IT.

Consultant | AnswerNet | January 2009 - 2010

Additional experience, detailed responsibilities, notable project work, and any other desired annotation provided upon request.

Education

South Suburban College, Business, 1982

J. (CONTINUED)



Lisa Phillips

Results oriented Executive – Learning and Development with an impressive track record of designing and implementing effective educational/developmental programs with an driving effect on corporate operations and success. Outstanding leadership and communications skills that influence senior decision makers and cross functional team leaders to make key decisions related to the development of human resources. A creative change agent who has rich experience in needs assessment, training development, course creation and training delivery and effectiveness assessment.

Professional Experience

Vice President of Operations | Call Center Sales Pro | August 2018 - Present

Senior leader responsible for oversight for all company operations including agent performance, education, human resources, programming, and client analytics. Works hand-in-hand with supervisors and company senior team to continuously improve performance metrics through data collection, analysis, and implementation of actionable items.

Director of Education | Stericycle, Inc. | August 2009 - December 2017

Designed, led and set strategic direction on learning / development programs for a staff of 64 multi-country educational focused employees with two of the four divisions of Stericycle, Inc. Oversaw the continued updating, improving and implementing of an operations training and development program for the support teams and the 24/7/365 operations teams within 23 operations centers.

Detailed responsibilities, notable project work, and any other desired annotation provided upon request.

Education

Cardinal Stritch University, Bachelor of Science, 1997

University of Wisconsin - Whitewater, 1992

Activities

Member of the National Amtelco Equipment Owners Board of Directors 2013 – 2016, Chairman of the Membership Committee for the National Amtelco Equipment Owners Association 2010 – 2013, Member of the Conference Committee and Membership Committee for the National Amtelco Equipment Owners Association 2007 - 2010

J. (CONTINUED)



Carmelo Gonzalez

Experienced Operations Manager with a demonstrated history of working in the telecommunications industry. Skilled in Operations Management, Customer Service, Leadership, Team Leadership, Team Building, and Team Building.

Professional Experience

Operations Manager | Call Center Sales Pro | March 2016 - Present

- Advancing through managerial roles beginning with night shift supervisor, day shift supervisor, and promoted to Operations Manager in 2020
- Monitoring and Reporting Q/A on all calls exceeding industry standard metrics for answer time and abandonment rates
- Training and Mentoring new agents and taking point on learning and development, engagement initiatives
- Staff scheduling to anticipate peaks in call volume, performing triage for account behavioral changes and skillset, language requirements
- Ensuring most updated HIPAA and HITECH protocols are adhered at all times protecting patient and caller privacy and securing all stored and transmitted data
- Leads new account implementation and training including managing script and call flow systems
- Onboards and trains new programs and CRM call management tools
- Coordinating floor supervision and facilitating remote and redundancy operations to scale for clients and guarantee continuous service without interruption during catastrophic weather events and public health emergencies

Team Lead / Trainer | EZLinks Golf LLC | 2014 - 2017

Call Center Representative / Dispatcher / Team Lead | Answer Center America, Inc. | 2007 - 2012

Education

Stephen T Mather High School, Diploma, 2004

System Tools & Proficiency

Amtelco
Billing Link
MiTeamWeb
Full State CRM and Medical ERM Proficient

K. SUBCONTRACTORS

The state is not allowing subcontractors.

CCSP does not have any subcontractors.

J. (CONTINUED)



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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:	Call Center Sales Pro
COMPLETE ADDRESS:	319 Blue Peacock Way, Suite 1, Seymour, TN 37865
TELEPHONE NUMBER:	(800)-901-7706
FAX NUMBER:	
DATE:	4/8/21
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Lisa Phillips - VP of Operations

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



Bidder Name: Call Center Sales Pro, 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	\$ 28	\$ 28	\$ 28

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	\$ 28	\$ 28	\$ 28	\$ 28

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

	Initial Term	Renewal 1	Renewal 2	Renewal 3
Monthly Rate	\$ 28	\$ 28	\$ 28	\$ 28

Option B:

Due to Covid 19 and the demand for Call Center agents, servicing accounts like your own, we would be able to do this for \$25.00 per hour if you eliminate your continental United States location requirement.

We have brick and mortar agents located in Mérida, Mexico that are already working similar accounts just as you have requested. We would like to augment the staffing with that team that are already trained and skilled.

Option C:

Option C will provide both Brick and Mortar Services in Seymour, TN and Mérida, Mexico. This would be a 60% - 40% split - with Tennessee, being at the 60% of the CCSP Dedicated Team.