

Technical Proposal for Option 3: Contact Tracing and Vaccine Helpline Services Parts 1 & 2 - RFP# 6499 Z1



Submitted to:

**State of Nebraska
State Purchasing Bureau (SPB)**

1526 K Street, Suite 130
Lincoln, NE 68508

RFP#: 6499 Z1

April 26, 2021

Contact Tracing and Vaccine Helpline Services in Response to COVID-19



McGhee and Associates, LLC

Authorized Signatory:

Kimberly McGhee

Kimberly McGhee, CEO
kimberly@mcgheehandassociates.com
Office: 785-375-1257

Offered by:

McGhee & Associates, LLC

2791 Culloden Avenue
Henderson, NV 89044

EIN: 46-4180806

Certified: M/WBE



COVER LETTER

April 26, 2021

State of Nebraska
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

Reference: RFP# 6499 Z1 – Option 3: Contact Tracing and Vaccine Helpline Services in response to COVID-19 pandemic

Attention: Connie Heinrichs / Annette Walton, Buyers

McGhee & Associates, LLC (McGhee), a Minority and Woman-Owned Business (M/WBE), was founded by Kimberly McGhee in 2013, a Kansas native, following an extensive background in call center management. By implementing a sophisticated platform, McGhee enables its Client Support Professionals to work from home, yet function as a coherent team with a high level of quality control. By leveraging our ability to coordinate on demand contact with clients, both inbound and outbound, that McGhee proposes to provide the State of Nebraska, State Purchasing Bureau (SPB) with Contract Tracing and Vaccine Helpline Services.

During the contract term, the Nebraska Purchasing Bureau will receive the benefit of McGhee & Associates' extensive experience providing helpline services and one-on-one customer support with the following expertise specifically related to this contract:

- *Experienced Vaccine Call Center Services* – McGhee & Associates has successfully launched other COVID-19 Vaccine Call Centers. In the past six months, we have launched several pandemic-related call center programs. Our background and capabilities will create a seamless experience for the State of Nebraska. We have a proven method that will ensure the call center runs efficiently at all times.
- *Local Nebraska Staff* – We will hire agents from within the United States, with a goal of hiring 90% staff from within the State of Nebraska and capable of communicating in multiple languages.
- *Workforce Scalability* – McGhee & Associates will scale up or down based on the call volume and other pertinent information received from the State.
- McGhee & Associates is extremely confident in meeting project timelines. Recently, we have launched several large call center programs in response to the COVID-19 pandemic. All programs launched have been on time, fully staffed, and have exceeded the client's expectations.

In this proposal, we express our firm commitment to deliver outstanding contact tracing and vaccine helpline services for the Nebraska SPB. We believe our submittal demonstrates that we have the required capabilities and that, as an experienced supplier of client helpline services, McGhee & Associates brings a breadth of knowledge and sophistication unequalled in our industry.



As proposal point-of-contract on behalf of the McGhee & Associates team, I am pleased to submit the enclosed offer and prepared to provide any additional information required in support of this effort, including an oral interview/presentation and/or demonstration.

Sincerely,

Kimberly McGhee, CEO

785-375-1257

kimberly@mcgheeandassociates.com

The above company executive is authorized to bind the company contractually with the State of Nebraska, State Purchasing Bureau and negotiate all aspects of this proposal.

Compliance Statements

Terms & Conditions: McGhee & Associates, LLC (McGhee) agrees and will comply with all RFP terms and conditions without exceptions or deviations as well as any applicable federal, state, and local laws and regulations.

Acknowledgement of Addenda: Addendum One (3/17/2021), Addendum Two (03/30/2021), Addendum Three (04/05/2021), Addendum Four (04/06/2021), Addendum Five (04/16/2021), and Addendum Six (04/16/2021).

Secretary of State/Tax Commissioner Registration: Upon contract award, McGhee will register with the Nebraska Secretary of State and submit a copy of a Certification or Letter of Good Standing to the State Purchasing Bureau.

Ethics in Public Contracting: McGhee confirms that it is in compliance with the State's Ethics in Public Contracting and will ensure that any subcontractors are also in such compliance throughout the contract period.

Sample Contracts: Provided as Attachment A and B are sample contracts – Emergency Call Center Contract and CARES ACT Hotline Contract.

TABLE OF CONTENTS

<i>COVER LETTER</i>	2
<i>FORM A BIDDER POINT OF CONTACT</i>	7
ACKNOWLEDGMENT OF RFP TERMS AND CONDITIONS	8
PART 1 – CORPORATE OVERVIEW	27
<i>A. BIDDER IDENTIFICATION AND INFORMATION</i>	27
<i>B. FINANCIAL STATEMENTS</i>	27
B.1. RECENT FINANCIAL STATEMENTS	27
B.2. BANKING REFERENCE	28
B.3. FINANCIAL DISCLOSURE	28
<i>C. YEARS IN BUSINESS</i>	28
<i>D. CHANGE OF OWNERSHIP</i>	28
<i>E. OFFICE LOCATION</i>	28
<i>F. RELATIONSHIPS WITH THE STATE</i>	28
<i>G. BIDDER’S EMPLOYEE RELATIONS TO STATE</i>	28
<i>H. CONTRACT PERFORMANCE</i>	28
<i>I. SUMMARY OF BIDDER’S CORPORATE EXPERIENCE</i>	29
I.1. PREVIOUS PROJECTS	29
I.2. PROJECT DESCRIPTIONS	29
I.3. SUBCONTRACTORS.....	32
I.4. CALL CENTER EXPERIENCE	32
<i>J. PROPOSED PERSONNEL/MANAGEMENT APPROACH</i>	34
J.1. MANAGEMENT APPROACH	34
J.2. ORGANIZATIONAL STRUCTURE - KEY PERSONNEL RESUMES	34
PART 2 – TECHNICAL APPROACH – OPTION 3	51
<i>2.1 SOW REQUIREMENTS – OPTION 1 - CONTACT TRACING</i>	51
Describe your understanding of the project requirements.....	51
Describe your language capabilities	52
Describe your experience handling Protected Health Information	52
Describe your staffing availability	53
Describe your approach to workforce planning	53
Describe your ability to meet the timelines	53
Describe your capacity of in-house trainers and approach to project on-boarding	54

Describe your ability to meet the reporting requirements	55
Describe how you would ensure that contact tracers will reflect the geographic and cultural diversity	55
Describe how you would overcome cultural barriers	55
It is DHHS policy that contact tracing Contractors do not conduct contact tracing directly with minors	56
Describe how you would address individuals with disabilities	56
2.2 SOW REQUIREMENTS – OPTION 2 - VACCINE HELPLINE SERVICES	58
Describe your understanding of the project requirements	58
Describe your language capabilities	59
Describe your experience handling Protected Health Information	59
Describe your staffing availability	60
Describe your approach to workforce planning	60
Describe your ability to meet the timelines	61
After State provided train-the-trainer session is complete, describe bidders capacity of in-house trainers and approach to project on-boarding.....	61
Describe your ability to meet the reporting requirements	62
Describe how you would ensure that Vaccine Helpline staff will reflect the geographic and cultural diversity	62
Describe how you would overcome cultural barriers in communities	63
Describe how you would address individuals with disabilities	63
4. ATTACHMENTS	65
<i>ATTACHMENT A: SAMPLE COVID-19 EMERGENCY CALL CENTER CONTRACT.....</i>	<i>65</i>
<i>ATTACHMENT B: SAMPLE CARES ACT HOTLINE CONTRACT</i>	<i>82</i>

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.

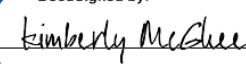
Per Nebraska's Transparency in Government Procurement Act, Neb. RevStat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

____ 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:	McGhee & Associates, LLC
COMPLETE ADDRESS:	2791 Culloden Avenue, Henderson, NV 89044
TELEPHONE NUMBER:	785-307-1257
FAX NUMBER:	702-825-5389
DATE:	April 25, 2021
SIGNATURE:	DocuSigned by: 
TYPED NAME & TITLE OF SIGNER:	E18D9F421763472 Kimberly McGhee, Chief Executive Officer

[The Request for Proposal form must be signed manually in ink or by DocuSign.]

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:	McGhee & Associates, LLC
Bidder Address:	2791 Culloden Avenue Henderson, NV 89044
Contact Person & Title:	Kimberly McGhee, Chief Executive Officer
E-mail Address:	kimberly@mcgheeandassociates.com
Telephone Number (Office):	785-375-1257
Telephone Number (Cellular):	785-375-1257
Fax Number:	702-825-5389

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:	Kimberly McGhee, Chief Executive Officer
Bidder Address:	2791 Culloden Avenue Henderson, NV 89044
Contact Person & Title:	Kimberly McGhee, Chief Executive Officer
E-mail Address:	kimberly@mcgheeandassociates.com
Telephone Number (Office):	785-375-1257
Telephone Number (Cellular):	785-375-1257
Fax Number:	702-825-5389

ACKNOWLEDGMENT OF RFP TERMS AND CONDITIONS

II. TERMS AND CONDITIONS

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

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

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

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

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

A. GENERAL

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

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

1. Request for Proposal and Addenda;
2. Amendments to the solicitation;
3. Questions and Answers;
4. Contractor's proposal (Contractor's response to the solicitation and properly submitted documents); and
5. 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:
KM			

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:
KM			

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:
KM			

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:
KM			

This Contract may be amended in writing, within scope, upon the agreement of both parties.

G. CHANGE ORDERS OR SUBSTITUTIONS

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

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the solicitation. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

H. VENDOR PERFORMANCE REPORT(S)

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

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:
KM			

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

J. BREACH

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

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages, but less expenses saved in consequence of Contractor's breach.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

K. NON-WAIVER OF BREACH

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

Allowing time to cure or the acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party, including, but not limited to the right to immediately terminate the Contract for the same or a different breach, or constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

L. SEVERABILITY

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

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the provision held to be invalid or illegal.

M. INDEMNIFICATION

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

1. GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

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

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

3. PERSONNEL

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

81-8,329 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

5. ALL REMEDIES AT LAW

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

- 6.** The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

N. ATTORNEY'S FEES

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

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs, if the other Party prevails.

O. LIQUIDATED DAMAGES

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

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

P. ASSIGNMENT, SALE, OR MERGER

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

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

Q. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE

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

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

R. FORCE MAJEURE

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

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party, and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

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

S. CONFIDENTIALITY

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

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of

which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

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

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

T. OFFICE OF PUBLIC COUNSEL (Statutory)

If it provides, under the terms of this contract and on behalf of the State of Nebraska, health and human services to individuals; service delivery; service coordination; or case management, Contractor shall submit to the jurisdiction of the Office of Public Counsel, pursuant to Neb. Rev. Stat. §§ 81-8,240 et seq. This section shall survive the termination of this contract.

U. LONG-TERM CARE OMBUDSMAN (Statutory)

Contractor must comply with the Long-Term Care Ombudsman Act, per Neb. Rev. Stat. §§ 81-2237 et seq. This section shall survive the termination of this contract.

V. EARLY TERMINATION

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

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
 - g. Contractor intentionally discloses confidential information;
 - h. Contractor has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.

W. CONTRACT CLOSEOUT

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

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

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

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

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees)

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the bidder's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or subcontractor employee.

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

B. EMPLOYEE WORK ELIGIBILITY STATUS

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

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

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

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

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

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

D. COOPERATION WITH OTHER CONTRACTORS

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

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

E. PERMITS, REGULATIONS, LAWS

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

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

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

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

G. INSURANCE REQUIREMENTS

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

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage.

The Contractor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within two (2) years of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period or a new insurance policy, providing coverage required by this contract for the term of the contract and two (2) years following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

1. WORKERS' COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

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

REQUIRED INSURANCE COVERAGE		
COMMERCIAL GENERAL LIABILITY		
General Aggregate		\$2,000,000
Products/Completed Operations Aggregate		\$2,000,000
Personal/Advertising Injury		\$1,000,000 per occurrence
Bodily Injury/Property Damage		\$1,000,000 per occurrence
Medical Payments		\$5,000 any one person
Damage to Rented Premises (Fire)		\$300,000 each occurrence
Contractual		Included
Independent Contractors		Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>		
WORKER'S COMPENSATION		
Employers Liability Limits		\$500K/\$500K/\$500K
Statutory Limits- All States		Statutory - State of Nebraska
Voluntary Compensation		Statutory
UMBRELLA/EXCESS LIABILITY		
Over Primary Insurance		\$1,000,000 per occurrence
CYBER LIABILITY		
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties		\$3,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE		
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."		
MANDATORY COI LIABILITY WAIVER LANGUAGE		
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."		

3. **EVIDENCE OF COVERAGE**

The Contractor shall furnish the 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:
KM			

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

I. CONFLICT OF INTEREST

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

By submitting a proposal, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Request for Proposal or project.

Bidder further certifies that bidder will not employ any individual known by bidder to have a conflict of interest nor shall bidder take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, bidder shall provide with its proposal a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall bid evaluation.

J. SITE RULES AND REGULATIONS

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

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

K. ADVERTISING

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

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

L. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

Contractor shall review the Nebraska Technology Access Standards, found at <http://nita.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

M. DISASTER RECOVERY/BACK UP PLAN

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

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods and services as specified under the specifications in the contract in the event of a disaster.

N. DRUG POLICY

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

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

O. WARRANTY

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

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

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

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

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

B. TAXES (Statutory)

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

C. LATE PAYMENT (Statutory)

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

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

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

E. RIGHT TO AUDIT (First Paragraph is Statutory)

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

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

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (0.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

F. INVOICES

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

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

Department of Health and Human Services
ATTN: Director of Contact and Care
301 Centennial Mall S.
Lincoln, NE 68509
An email address will be provided upon contract execution.

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

The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

G. INSPECTION AND APPROVAL

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

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

H. PAYMENT (Statutory)

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2403). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

PART 1 – CORPORATE OVERVIEW

A. BIDDER IDENTIFICATION AND INFORMATION

Headquarters:

McGhee & Associates, LLC
2791 Culloden Avenue
Henderson, NV 89044

Name has not changed since first organized.

Type of entity: Limited Liability Corporation

Certification: Minority and Woman-Owned Business (M/WBE)

State Business is Incorporated: State of Kansas.

Year of Incorporation: 2013

EIN: 46-4180806

Founder and Principal Shareholder/Owner:

Kimberly McGhee, Chief Executive Officer
785-307-1257
kimberly@mcgheehandassociates.com

B. FINANCIAL STATEMENTS

B.1. RECENT FINANCIAL STATEMENTS

McGhee & Associates is not a publicly held corporation and therefore has provided below our company size, longevity, client base, areas of specialization and expertise, and other information relevant to determine our stability and financial strength as an organization capable of providing the services required under this contract.

Number of Employees: McGhee & Associates currently has 205 employees.

Longevity: Since its founding eight years ago, McGhee & Associates has maintained a longevity plan which includes the continuation of support to our client base in the fight of COVID-19 and any other pandemics that may occur in the future. It is in this effort that we are committed to creating innovative solutions to assist our clients.

Client Base: The company's active client base includes the following:

- Municipalities
- Health Departments
- Government Agencies
- Private Hospitals
- University Hospitals

Areas of Specialization: With extensive experience providing call center services and one-on-one helpline support, McGhee & Associates is in a unique position, specializing in:

- COVID-19 Vaccine Registration and Support Services
- Quality Management
- Pandemic Relief Support

B.2. BANKING REFERENCE

The following reference is McGhee & Associates' business banking institution:

Navy Federal Credit Union
PO Box 3000
Merrifield, VA 22119-3000

B.3. FINANCIAL DISCLOSURE

McGhee & Associates, LLC has no judgments, pending or expected litigation, or other real or potential financial reversals which might materially affect the viability or stability of the company or that are known to exist.

C. YEARS IN BUSINESS

Founded in 2013, McGhee & Associates has been in business for more than seven (7) years.

D. CHANGE OF OWNERSHIP

Since its founding, McGhee & Associates has been owned and managed by its CEO, Kimberly McGhee and there are no plans for a change in ownership for the foreseeable future.

E. OFFICE LOCATION

McGhee & Associates maintains a corporate office at 2791 Culloden Avenue, Henderson, NV 89044, while most customer service call center staff work remotely. This enables us to service clients all across the country, covering all necessary/requested hours of operation.

F. RELATIONSHIPS WITH THE STATE

McGhee & Associates has had no dealings with the State over the previous two (2) years and no contracts, past or current, exist.

G. BIDDER'S EMPLOYEE RELATIONS TO STATE

McGhee & Associates has no employee or third-party relationship that is or was an employee of the State within the past two (2) years. Neither is there any known conflict of interest that would prevent the State from engaging the company.

H. CONTRACT PERFORMANCE

McGhee & Associates has had no contracts terminated during the past two (2) years.

I. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

I.1. PREVIOUS PROJECTS

Organization/Agency	Description of the Services Provided	Period of Performance	\$ Amount
Sarasota County	Cares Act Call Center Implemented, staffed and managed a fully comprehensive call center.	<u>July 2020 to Feb 2021</u> Program starts again in May 2021	\$484,848.00
Sarasota County Department of Health	Covid-19 Vaccine Call Center Implemented, staffed and managed a fully comprehensive call center.	<u>Jan 2021 to Present</u>	\$228,064.00
West Virginia Department of Education	West Virginia Pandemic-EBT Call Center Implemented, staffed and managed a fully comprehensive call center.	<u>Feb 2021 to Present</u>	\$120,000.00

I.2. PROJECT DESCRIPTIONS

I.2.1 Call Center Services for COVID-19 Vaccine Registrations – Sarasota County, Florida

COVID-19 Call Center	
<i>Contracting Agency/Customer:</i>	Sarasota County 6050 Porter Way Sarasota, FL 34232
<i>Period of Performance:</i> <i>Scheduled & Actual Completion Date:</i>	From <u>January 2021</u> to <u>Present</u> Scheduled: <u>January 2021</u> to <u>May 2021</u> Actual: On Schedule
<i>Budget (Planned vs Actual):</i>	Original: <u>\$234,000.00</u> Actual: <u>\$484,848.00</u>
<i>Contract Responsibilities (identify whether prime or subcontractor):</i>	Provide call center services for COVID-19 Vaccine registrations.
<i>Point-of-Contact:</i>	Dan Wuethrich Operations Manager 941-861-5621 dwuethri@scgov.net
<i>Narrative Description of Project:</i> <u>Prime Contractor</u> <p>McGhee & Associates' agents provide stellar service daily by taking inbound and outbound calls, registering callers through the database systems provided by the client.</p> <p>Implementing and updating multiple processes daily to assist the caller in processing their application correctly is our primary focus. We intake PII information on a secure platform</p>	

given by the client as well as use the tools and resources provided to complete, update, resolve, or escalate any issue a caller may have.

This is a project that requires detailed and active listening skills, the personnel who are compassionate to the caller's needs, and servicing the client with professionalism and efficiency. We are responsible for updating records for analytical reporting and providing a secure network for transmitting the information.

Any challenges we face are overcome instantly because we staff properly and provide ongoing training to ensure employees are focused on providing the most accurate information and service that our client's base is accustomed to receiving.

Forecasting and planning are integral components to overcoming most obstacles that present themselves. Constant communication with the client for any pertinent updates ensures we are giving the most accurate information, which allows us to work through challenges quickly and successfully.

To date, we have successfully registered over 198,900 residents for our client and are currently striving to complete their next phase of registrants. As we all know, this is our way of helping to fight COVID-19. Our agents are capable and prepared to implement any process put ahead of them and we pride ourselves in providing that awesome experience.

I.2.2 CARES ACT Coronavirus Relief Fund Program

CARES ACT Call Center	
<i>Contracting Agency/Customer:</i>	Sarasota County 6050 Porter Way Sarasota, FL 34232
<i>Period of Performance:</i> <i>Scheduled & Actual Completion Date:</i>	From <u>July 2020</u> to <u>February 2021</u> Will start project again in May 2021. Project stopped due to waiting on Congress to pass additional funding for the Cares Act.
<i>Budget (Planned vs Actual):</i>	Original: <u>\$228,064.00</u> Actual: <u>\$228,064</u>
<i>Contract Responsibilities (identify whether prime or subcontractor):</i>	Provide call center services for individuals calling about the Cares Act funding eligibility, application and disbursement.
<i>Point-of-Contact:</i>	Dan Wuethrich Operations Manager 941-861-5621 dwuethri@scgov.net
<i>Narrative Description of Project:</i> <u>Prime Contractor</u> McGhee & Associates implemented, staffed, and managed a fully comprehensive call center for Sarasota County's CARES HELPLINE. The helpline is a dedicated telephone line to	

answer inquiries concerning the County's Coronavirus Relief Fund (CRF) Programs, established under the Coronavirus Aid, Relief, and Economic Security (CARES) Act, from 8:00 AM-7:00 P, Eastern Standard Time, Monday through Saturday.

The types of CARES ACT CRF Program questions we handle include but are not limited to the following:

- General inquiries from individuals, businesses, and non-profits about the CRF program
- Questions about who is eligible for funding.
- Questions about the timeline to receive funding.

Call center personnel follow an escalation process developed by the County for any calls that require additional research and handling.

We also provide a daily report to the client which includes the following information:

- Number of calls by zip code
- Total call counts
- List of top 5 call drivers of the day
- Daily average call hold times
- Call disposition percentages

Any challenges we faced were overcome instantly because we staffed properly and had ongoing training to ensure we focused on providing the most accurate information and service our clients' base is accustomed to receiving. Forecasting and planning are integral components to overcoming most obstacles that present themselves. Constant communication with the client for any updates that are pertinent to ensuring we are giving the most accurate information allow us to work through challenges quickly and successfully.

McGhee & Associates has assisted over 200,000 callers on this program. To date, the CRF program has disbursed over 17 million dollars to the residents of Sarasota County.

I.2.3 West Virginia Department of Education – Pandemic Call Center Services

Pandemic EBT Program of West Virginia	
<i>Contracting Agency/Customer:</i>	West Virginia Dept of Education 1900 Kanawha Boulevard, East Charleston, WV 25305
<i>Period of Performance:</i>	From <u>February 2021</u> to <u>Present</u>
<i>Scheduled & Actual Completion Date:</i>	Scheduled: <u>February 2021</u> to <u>February 2022</u> Actual: On schedule
<i>Budget (Planned vs Actual):</i>	Original: <u>\$120,000.00</u> Actual: <u>\$120,000.00</u>

<i>Contract Responsibilities (identify whether prime or subcontractor):</i>	Call Center Services for the state of West Virginia-Pandemic-EBT
<i>Point-of-Contact:</i>	Kerri Kennedy 304-558-3396 keri.kennedy@k12.wv.us
<p><i>Narrative Description of Project: <u>Prime Contractor</u></i></p> <p>McGhee & Associates implemented, staffs and manages a fully comprehensive call center for the Pandemic EBT program of West Virginia.</p> <p>Our staff answers inbound calls from individuals with questions regards to the following:</p> <ul style="list-style-type: none"> • Program Overview • Eligibility • Disbursement dates • Address changes • Complaints <p>The constant updates of the program can be a challenge. We get through this challenge by keeping in constant contact with our point of contact at the state. This enables us to roll updates out to staff quickly and efficiently.</p> <p>To date, the program is handling approximately 1,000 calls per day with an Average wait time of less than 4 minutes.</p>	

I.3. SUBCONTRACTORS

McGhee will self-perform all call center services without the use of subcontractors.

I.4. CALL CENTER EXPERIENCE

In September 2020, McGee & Associates launched a division of the company specifically to assist counties with their response to the COVID-19 pandemic. Our remote center maintains dedicated and qualified staff who were hired and trained to perform the tasks required of the position. Our vaccine registration agents know how to effectively engage, build rapport, and establish trust with callers. This is crucial because many calls will come in from individuals that are not yet eligible for the vaccine due to guidelines. Our staff are also trained in dealing with angry individuals as well as those that express anxiety and trauma.

Our agents provide stellar service daily by taking inbound and outbound calls, registering callers utilizing Everbridge. Processes are implemented and updated daily to assist the callers in processing their registrations correctly.

This is a project that requires detail and active listening skills as well as the personnel who are compassionate to the caller's needs as well as servicing the client with professionalism and efficiency. We are responsible for updating records for analytical reporting in accordance with providing a secured network for transmitting the information.

To date, we have successfully registered over 198,900 residents for our client and are currently striving to complete their next phase of registrants. As we all know, this is our way of helping to fight Covid-19. Our agents are capable and prepared to implement any process put ahead of them. We pride ourselves in providing an awesome experience.

I.4.1 Ability, Capacity, and Skill to Deliver and Implement the Project

As evidenced by our corporate experience on previous projects presented in sections I.1-I.2 above, McGhee and Associates has the ability and capacity along with the personnel and skills necessary to deliver and implement the project requested within this RFP.

I.4.2 Character, Integrity, Reputation, Judgement, Experience, & Efficiency of Operations

McGhee and Associates is a company that takes character, integrity, reputation, and judgment very seriously. We pride ourselves on exceeding the expectations of our clients. Our wealth of experience in this field enables us to run an efficient operation with integrity to which our references will attest.

I.4.3 Meeting Contract Objectives Within the Specified Period

As an experienced call center agency, McGhee & Associates understands the program objectives and are confident that we will meet them within the specified contract period.

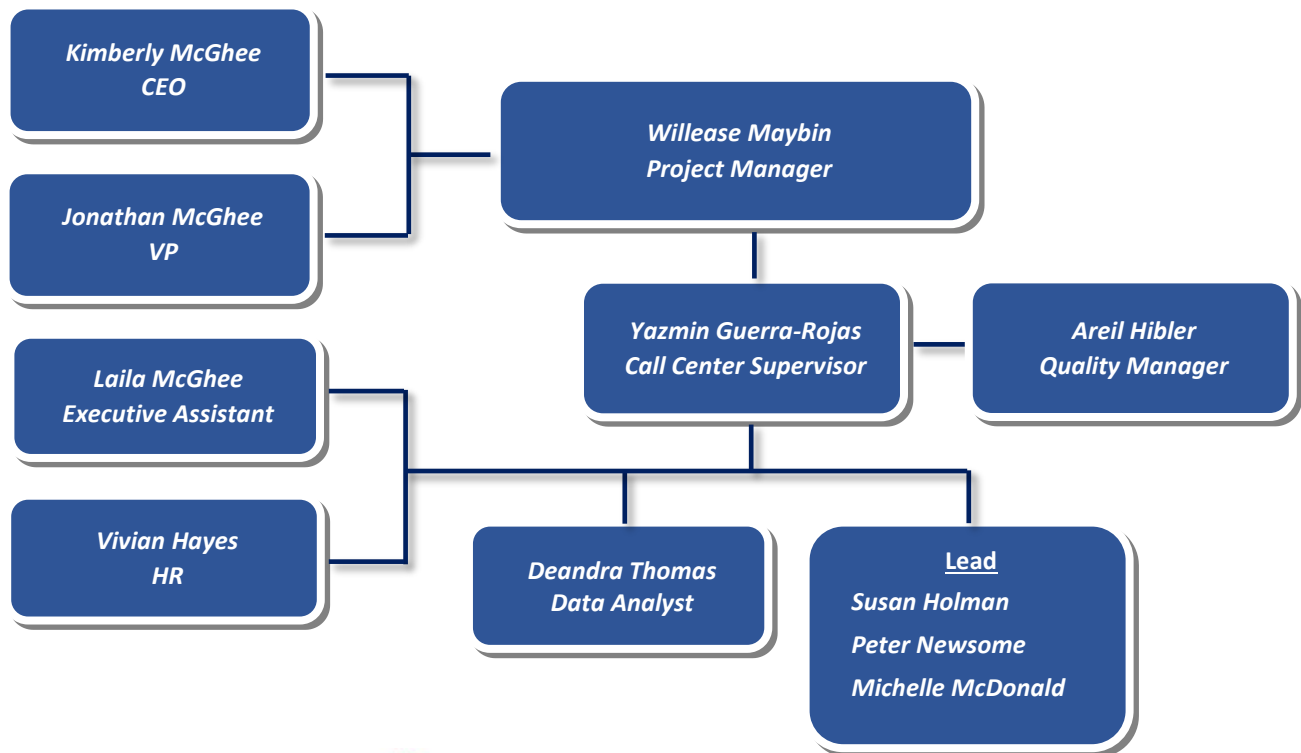
J. PROPOSED PERSONNEL/MANAGEMENT APPROACH

J.1. MANAGEMENT APPROACH

McGhee and Associates will provide a Program Manager for the program. The Program Manager will act the main point of contact to the state. Beyond the Program Manager, we will assign an Assistant Program Manager, trainers, team leads, a quality manager, data analyst and an IT specialist. Our organizational structure and key personnel are described below.

J.2. ORGANIZATIONAL STRUCTURE - KEY PERSONNEL RESUMES

J.2.1 ORGANIZATIONAL CHART



J.2.2 KEY PERSONNEL

The following key personnel are specifically assigned to work on the State's contract. This team will be supported by our contract tracing and helpline personnel, and administrative staff.

Proposed Team/Roles & Responsibilities
<p>Kimberly McGhee Chief Executive Officer</p> <p>Kimberly is a hands-on CEO. Kimberly will be heavily involved with the program from contract signing to implementation to launch. Once the program is launched, Kimberly will serve as a Point of Contact for the state to ensure the scope of work exceeds expectations of the state.</p>
<p>Willease Maybin <u>Role:</u> Program Director</p> <p>Willease will serve as the main point of contact for the program and is responsible for the program being successful and exceeding the expectations of the state. She works closely with all departments involved including management, training, and quality. Willease will ensure that the scope of work continues to be met on a consistent basis.</p>
<p>Yazmin Guerra Rojas <u>Role:</u> Call Center Supervisor</p> <p>Yazmin oversees call center operations each day. The support staff and leads report to Yazmin. She meets with the Program Director frequently to ensure KPI's and staffing needs are being met and is heavily involved with developing our training curriculum.</p>
<p>Areil Hibler <u>Role:</u> Quality Manager</p> <p>Areil established quality guidelines for the program and oversees the activity of the quality assurance department and staff developing, implementing, and maintaining a system to accurately evaluate staff performance. Areil also prepares and analyzes internal and external quality reports for management review.</p>
<p>Deandra Thomas <u>Role:</u> Data Analyst</p> <p>Deandra reports on her findings and recommends solutions to management to ensure productivity standards are met. She tracks and analyzes call flows, patterns, service levels, and abandon rates. She is also responsible for formatting reports in a manner that can be interpreted by the client.</p>
<p>Peter Newsome <u>Role:</u> Lead</p> <p>Peter is a hands-on leader. He makes sure correct procedures are followed and routinely gives directions to contact center staff. He provides direction on what to do and how to improve, takes over calls for callers that request a supervisor, and serves as a conduit between management and agents. Peter also provides refresher training as needed to improve our</p>

employees' performance.

Alexandria Moore

Role: Lead

As a hands-on leader, Alexandria makes sure correct procedures are followed and routinely gives directions to contact center staff. She provides direction on what to do and how to improve. She also takes over calls for callers that request a supervisor, serves as a conduit between management and agents, and provides refresher training as needed to improve employees' performance.

Susan Holman

Role: Lead

As Lead, Susan has a hands-on approach to make sure correct procedures are followed. She routinely gives directions to contact center staff, providing direction on what to do and how to improve. Susan also takes over calls for callers that request a supervisor, serves as a conduit between management and agents, and provides refresher training as needed to improve employees' performance.

Michelle McDonald

Role: Lead

Michelle, as a hands-on leader, makes sure correct procedures are followed and gives directions to contact center staff on what to do and how to continuously improve. Michelle also takes over calls for callers that request a supervisor, serves as a conduit between management and agents, and provides refresher training as needed to improve employees' performance.

Resumes for each of our project team members are provided below.

J.2.3 KEY PERSONNEL RESUMES

J.2.3.1 Kimberly McGhee, Chief Executive Officer



KIMBERLY MCGHEE

kimberly@mcgheehandassociates.com / 785-370-1257
Henderson, NV 89044

SUMMARY

Accomplished CEO bringing 20 years of experience and demonstrated successful history of leadership and call center industry accomplishments. Experience managing and driving change to promote continuous operational improvement. Employed multi-prong strategy to streamline internal systems, enhance revenue and extend profits.

SKILLS

- Recruiting and hiring top talent
- Market access and expansion
- Market trend expertise
- Public relations understanding
- Corporate leadership
- Business alliances
- Regulatory compliance
- Risk management
- Relationship management
- Procedure redesign
- Business development
- Productivity performance
- Organizational leadership
- Executive leadership
- Financial administration
- Strategic planning
- Program leadership

EXPERIENCE

CEO / McGhee and Associates LLC - Henderson, NV

01/2014 - Current

- Led organization, established business direction and actualized operational plans to meet goals.
- Revitalized business plans and realigned company objectives to increase overall profits.
- Established and oversaw strategic business actions and streamlined operations.
- Partnered with executive team to define company goals.
- Cultivated successful business culture focused on performance optimization and goal attainment.
- Devised strategic improvements to resolve issues and spearhead necessary operational updates.
- Monitored business trend forecasts, adjusting budgets and operational plans to maximize growth and opportunities.
- Implemented robust policies and organizational structures to underpin successful expansion and drive continuous growth.
- Enabled organization to scale through rapid growth by identifying and eliminating bottlenecks, risks and other constraints.
- Promoted company public profile by delivering speeches, writing articles and presenting at industry conferences as public face of organization.
- Controlled business direction changes and provided support during restructurings.
- Complied with call center standard regulatory bodies to meet business requirements.
- Established start-up call center company, overseeing strategic planning, market analysis, product development and regulatory compliance.
- Established organizational vision to sustain practice operations and maintain 100+ person staff during company transitions.

- Reviewed daily financial reports and reconciled accounts to keep information current and accurate.
-

EDUCATION AND TRAINING

Kansas State University - Manhattan, KS

Some College (No Degree): Business Administration

J.2.3.2 Willease Maybin, Program Director

WILLEASE MAYBIN

PROJECT DIRECTOR

PERSONAL PROFILE:

I am goal-oriented project Manager with an eye for detail, a passion for designing and improving creative processes, and expertise in public relations.

- Excellent listening and empathy skills.
- Willing to work rotating shifts, weekends, and holidays.

PROFESSIONAL SKILLS:

- Leadership and Communication
- Team Management
- Risk Management
- Cost Control
- Creative and Critical Thinking
- Coaching and Quality Management

AREAS OF EXPERTISE:

- Business Operations Project
- Management Process
- Improvement Resource
- Planning
- Organizational Development
- Office Management
- Staff Training

EMPLOYMENT HISTORY:

PROJECT DIRECTOR

McGhee & Associates

August 2015 - June 2020

- Responsible for leading, directing and managing all platform operations to ensure consistently high levels of service, profitability and compliance.
- Designed a training platform to implement an intake registration format to assist with contact tracing for Covid-19. Developed all training material, based on the vaccine process for Sarasota Co. Department of Health. We have successfully assisted over 198,000 residents with registering to receive their Covid-19 vaccine.
- Developing management and productivity levels for standard operating procedures for a 75 member team. Assembled a support team able to assist the client's call base based on the criteria provided by the client.
- Created a platform to assist grant applicants for CARES, a federally funded program to assist residents of Sarasota County with Covid Relief. Production yielded processings calls and support to over 10,500 applications submitted that funded over \$65 million dollars to residents and small businesses in Sarasota County. Set, implement and control project budgets to ensure efficient staffing was provided.

Duties:

- Managing all aspects of business operations.
- Participating in the recruitment and staff selection process.
- Planning and coordinating project work.
- Handling the logistics of the organization.
- Preparing budgets and inventories.
- Overseeing the supervision of employees.
- Ensuring that each department operates in compliance with all legal requirements.
- Keeping abreast of emerging technology changes and innovations.
- Conducting annual performance reviews of all staff.
- Maintaining a professional and safe working environment. Focuses on the operational budget overall.

ACADEMIC BACKGROUND:

SC STATE UNIVERSITY

Class of 1989

3.85 GPA+

Class of 1989

Freshman Class President 1984 Secretary, Student Affairs 1986

Member of the State Student Government Association 1984-1989

STC TECHNICAL COLLEGE

Associate of Applied Science in Business Administration with a concentration in Small

Business Management – 2004 - 2006

3.85 GPA

Distinguished College Student 2005 Recipient

CORE SKILLS

Negotiation
Problem-solving
Budgeting
Proficiency in statistical and design softwares
Strong leadership skills
Skilled in time and risk management

CONTACT DETAILS:

107 Winterhaven Rd
Spartanburg, SC 29301
Home: 864-582-2260
willease@gmail.com

KEY SKILLS AND COMPETENCIES

Operations Management

Ability to plan, organize and manage multiple projects and set priorities.
Ability to manage operations within budgetary constraints.
Knowledge of budgeting processes and an awareness of profit and loss concepts.
Exceptional problem-solving skills.
Superb organizational and administrative skills.
Can work within an ambiguous and fast-moving environment.
Producing Operations manuals that define how the business is to be run.
Implementing quality management and regulatory compliance strategies.
Clearly communicating instructions and information to staff. · Encouraging, identifying and developing best practice strategy.

REFERENCES Available on request

J.2.3.3 Yazmin Guerra Rojas, Call Center Supervisor

YAZMIN GUERRA-ROJAS

Customer Service Supervisor

GET IN TOUCH!

Telephone: 702-971-6447
Email: Yazmingr94@gmail.com
4724 Convaire St. Apt 1
Las Vegas NV, 89115

PERSONAL PROFILE

I'm a Customer Service Supervisor who has been working in the industry for over 10 years. Looking to grow in a company that can utilize my skill sets.

CORE STRENGTHS

- 6 years clerical experience
- Great customer service skills
- Computer skills including Microsoft Word and Excel
- Excellent communication and listening skills
- Bilingual including Spanish and English
- 6 years of management experience for 5 Different locations

EMPLOYMENT HISTORY

McGhee and Associates

CUSTOMER SUPPORT SUPERVISOR, VACCINES 11/2020- CURRENT

- Register callers for vaccines during the Covid-19 Pandemic
- Assist callers with inquiries over the phone concerning vaccines
- Assist callers with confirming vaccine appointments
- Assist callers with getting their second dose from out of county
- Coaching and development for new agents
- Work on smart plans to increase productivity
- Scheduled agents as well as breaks and lunches
- One on One coaching with agents on a weekly Basis
- Take Spanish calls
- Make weekend schedules as well as breaks and lunches
- Watch agents times (on calls, breaks, lunches)
- Schedule adherence on a daily basis
- Answer agents questions in chat
- Handle Supervisor calls.
- Handle escalations/ Correct acts
- Handle call backs.
- Reach out to agents when they are NC/NS or late
- Manage a team of agents on a daily basis
- Send weekly reports on agents to increase work productivity

Temporary Tattoos

MANAGER, TEMP TATTOOS 02/2012-05/2018

- Interacted with customers to provide information in response to inquiries about products and services
- Handled and resolved complaints in a timely manner
- Took cash payments and processed debit and credit card transactions
- 6 years of management experience for 5 Different locations
- Scheduled agents as well as breaks and lunches (Mon-Sun)
- Handled paying rent for all locations as well as deposits to bank
- Handled Payroll for all employees
- Organized team meetings as well as Team get togethers.
- Handled all special events outside of Work locations

EDUCATION AND CERTIFICATES

Certified Medical Assistant

BRIGHTWOOD COLLEGE, LAS VEGAS, NV

CPR Certified

BRIGHTWOOD COLLEGE, LAS VEGAS, NV

Associates in Medical

BRIGHTWOOD COLLEGE, LAS VEGAS, NV

High School Diploma

SILVERADO HIGH SCHOOL, LAS VEGAS, NV

J.2.3.4 Areil Hibler, Quality Manager



Areil Hibler

Experience

October 2019–Present

Quality Manager • Quality Manager Sarasota Department of Health • McGhee and Associates

Performs Manager functions such as staffing, scheduling, and assigning work, providing insight to the communications Director for performance evaluations.

Maintains forms, logs, dispatch related information, incoming/outgoing teletype messages, reports, daily attendance records, reviews training reports and other related records and reports as required.

Serves as a Certified Training Officer and attends training committee meetings as directed.

Responds to customer calls by dispatching calls to the appropriate department; communicating with all other departments to ensure the problem is solved.

Answers calls from the public and other County departments concerning COVID-19 vaccines.

January 2015–October 2019

Production Technician • Production Technician II • Pharmedium AmerisourceBergen

Performed equipment setup, operation, equipment adjustments and minor preventative maintenance tasks to meet all standards for safety, quality, and efficiency.

Ran tests on all assemblies and equipment to test for safety and productivity before they are put into production.

Plan, direct or coordinate quality assurance programs and formulate quality control policies.



3153 Rhine Lane
Memphis TN 38119



901-643-5885



Nahibler2015@gmail.com

J.2.3.5 Deandra Thomas, Data Analyst



PERSONAL PROFILE

Extremely motivated to constantly develop my skills and grow professionally. I am confident in my ability to come up with new ideas to assist my team members and the company overall.

CONTACT

59 Oakville Road,
Griswold, CT, 06351

themoonandback679@
gmail.com

860-383-5735

EDUCATION

Griswold High School
State of Connecticut Diploma
2019

SKILLS

- Prioritization and time management
- Friendly and hardworking
- Outgoing personality
- Ability to learn quickly
- Team-oriented
- Flexible and adaptable

WORK EXPERIENCE

Backus Hospital, Junior Volunteer

JAN 2017-JUN 2017

- Delivered mail and food to patients
- Discharged and transported patients

It works, Online Business Owner

MAR 2020- DEC 2020

- Sold products to consumers

McGhee and Associates, Support Agent Supervisor

SEP 2020- CURRENT

- Assist agents in providing information
- Manage a team of customer support agents
- Train new hires on different clients to build their skillset
- Handle inbound and outbound calls
- Provide effective and timely resolutions for a range of callers inquiries
- Shadow existing contractors to ensure they are giving proper information and resolving conflicts

J.2.3.6 Peter Newsom, Lead



PROFESSIONAL PROFILE:

Customer service representative with over six years' experience in telephone with over six years of customer service. Experience with sales, troubleshooting, tech support and customer care.

QUALIFICATIONS:

Knowledgeable with major customer service software, handling customer complaints, and maintaining a positive and friendly disposition. Hoping to use my wealth of experience to attain employment in a customer service role.

CONTACT INFORMATION

(786-667-7833
newsomepete71@gmail.com
7809 NW 37th St Miami FL 33166-6503

ACADEMIC BACKGROUND

MINNEAPOLIS TECHNICAL COLLEGE

HUMAN SERVICES PROGRAM

- Graduated in 2003
- Joined MTC Club
- Member, French and Spanish Club

JOHNSON HIGH SCHOOL

SEPTEMBER 1999- JUNE 2003

- Member of the Varsity Football Club
- Honorary Spanish Club Member
- Member of the Varsity Basketball Team
- Student of the Year Award

CAREER BACKGROUND

CUSTOMER SUPPORT SUPERVISOR

McGhee & Associates
September 2020-Present

- Assist callers to register for vaccines during the covid-19 pandemic
- Help callers to confirm their appointments
- Coaching and developing new agents
- Work on short term goals for to reach maximum potential
- Handle supervisor Calls
- Live coaching nesting agents to enhance good professional habits
- Manage a Team of 10-15 agents daily
- Provide immediate feedback to avoid repeating mistakes on the calls
- Weekly meeting with Team of agents to discuss overall performance
- Weekly reports must be sent in order to determine where our strong points within the Team.

CUSTOMER SUPPORT SPECIALIST

PROGRESSIVE INSURANCE Roseville, MN

Customer Service Specialist October 2013 – December 2018

- Answer and direct 40+ calls daily, with goals including selling plans, managing customer accounts, responding to service queries, and cancelling accounts
- Trained 5 employees in using Kayako (customer service software), as well as in basic duties and how to conduct calls
- Received a 90% average customer satisfaction rating (to date), winning "Employee of the Month" in July of 2015
- Able to research and manage highly complicated accounts to provide comprehensive service to customers and assist upper management
- Closed sales at almost 60% rating, 10% higher than company average

J.2.3.7 Alexandria Moore, Lead

Alexandria M. Moore

Revenue Billing
Specialist

Contact

Address

Memphis, TN, 38109

Phone

(901)518-8310

E-mail

alexandriamoore7@gmail.com

Skills

Customer service

Leadership

Computer skills

Good listening skills

Critical thinking

Computer proficiency

Obtain a professional position in a company that allows growth and advancement opportunities.

Work History

2020-01 -
Current

Customer Support Team Leader *McGhee and Associates, LLC*

- Conduct detailed training courses for new and current employees.
- Make updates and correction to accounts from escalation tickets that are received.
- Monitor the call flow and time management.
- Coordinate work assignments to support various escalations and work detail.
- Complete coaching based on assigned team queues to ensure policies and procedures are followed to assure compliance with service standards, state statutes/regulation, plan documents, industry best practices and client service.
 - Provide support through management tools and resources to maintain a level of service comparable to the client's expectations

2018-01 -
Current

Revenue Billing Specialist II

Regional One Health, Memphis, TN

- Reconcile/Validate Bill Onlys to verify the accuracy of charges and review/correct potential errors.
- Create requisitions in financial billing system (McKesson) to generate vendor Purchase Orders (POs).
- Manage vendor relationships
- Maintaining accurate billing records to research and respond to questions/issues and reconcile assigned Bill Onlys and related account receivables.
- Thorough knowledge of applicable accounts payable/general ledger systems and procedures, financial chart of accounts and hospital procedures.
- Monitor all outstanding balances and work with various vendors to clear issues for timely processing.

J.2.3.8 Susan Holman, Lead

SUSAN HOLMAN

Operations Manager After Hours Division

PROFESSIONAL SUMMARY

I am goal-oriented project Manager with an eye for detail, a passion for designing and improving creative processes, and expertise in public relations. With great ability in communicating and developing relationship with customers in general possess strong dynamic, diligent, patient, and detail oriented personalities.

CONTACT INFORMATION

📞 1804-397-8785
9421 Brightway Ct Henrico, VA
23294

✉️ susan@mcgheeandassociates.com

EDUCATION BACKGROUND

Virginia Commonwealth University

BS INFORMATION SYSTEMS, CLASS OF 1986

WORK EXPERIENCE

Department Manager

CAPITAL ONE
JANUARY 1992 – MAY 1999

- Managing the day-to-day processing of incoming credit card payments.
- Training new associates.
- Yearly evaluations.
- Quality control issues.
- Instrumental in the designing and implementation of the system for processing the payments electronically versus the manual handling of the payments.

Customer Service Representative

MCGHEE & ASSOCIATES
JANUARY 2002 – JANUARY 2009 &
JANUARY 2013 – JANUARY 2017

- Taking inbound calls for a pharmacy.
- Assisting customers with questions about the pharmacy's website.

Customer Service Representative

NITA TALK LLC
JANUARY 2017 – JANUARY 2019

- Taking inbound calls for a pharmacy.
- Assisting customers with their photo orders for the pharmacy.
- Taking inbound calls for a tax software company.
- Directed the calls to the appropriate department based on the customer's needs.

CALL CENTER Lead Agent

MCGHEE & ASSOCIATES
JANUARY 2019 – AUGUST 2020

- Assist in recruiting and setting up new agents.
- Performed agent training for each specific client.
- Daily updates to company's knowledge base on procedures.
- Daily monitoring of customer service calls received by agents.
- Responsible for supervising a team of agents for a large doctor's office which included registering new patients and scheduling appointments.

CALL CENTER Supervisor

MCGHEE & ASSOCIATES
JANUARY 2019 – PRESENT

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

CALL CENTER Program Director

MCGHEE & ASSOCIATES
AUGUST 2020 – PRESENT

- Responsible for coming up with training programs for each specific client.
- Performing weekly audits and feedback for agents and leads.
- Sending daily call reports to each client based on their call reporting requirement.
- Evaluates the quality of Customer Service Associates' calls from customers; provides feedback to reps on strengths and areas for improvement.
- Responsible for performance appraisals, disciplinary actions, hiring/interviewing, promotions and salary changes.
- Develop staff to effectively deal with personnel issues and implement improvements as changes occur in our industry.
- Developing management and productivity levels for standard operating procedures.

PERSONAL SKILLS

- Strong Management Skills
- Strong Leadership Skills
- Detailed Oriented
- A strong Team Player
- Organized
- Team Management
- Risk Management
- Creative and Critical Thinking
- Negotiation
- Problem-solving

AREA OF EXPERTISE

- Business Operations Project
- Management Process
- Improvement Resource
- Planning
- Organizational Development
- Office Management
- Customer Service
- Proficiency in Statistical and Design softwares.
- Exceptional problem-solving skills.
- Knowledge of budgeting processes and an awareness of profit and loss concepts.
- Staff Training
- Quality Control issues

WORK REFERENCES

Available on request.

J.2.3.9 Michelle McDonald, Lead

MICHELLE MCDONALD

5715 ROOSTER CIR PINEWOOD, SC, 29125-9160 (803) 795-9503 mcdonald.moses@icloud.com

CAREER OBJECTIVE

• Results-driven office management professional proven competent in overseeing business operations. Maintain and improve efficiency with tireless approach to optimizing procedures and workflows. Keep current, secure records using demonstrated strategies for effective information management. • Expert clerical professional with strong background in office management, exceptional organizational skills, and attention to detail required to effectively oversee Business, Retail, and Call Center industry office needs. Directs, motivates, and trains clerical staff to meet routine and special project requirements with skill and efficiency. Driven to continuously improve and streamline operations. • Reliable and punctual Manager successfully handles fast-paced work environment. Proven willingness to take on any task to support team and help business succeed. • Dedicated professional with demonstrated strengths in customer service, time management and trend tracking. Good at troubleshooting problems and building successful solutions. Excellent verbal and written communicator with strong background cultivating positive relationships and exceeding goals.

EXPERIENCE

MCGHEE AND ASSOCIATES (WORK FROM HOME), HENDERSON, NV

Call Center Manager, Jul 2020 - Present

- Organized training for new team members and routine retraining for established employees to keep all associates operating consistently.
- Covered daily business requirements with well-organized schedule and properly delegated assignments.
- Planned and executed strategies to increase business and drive profit growth.
- Developed talent from within to build cohesive and successful leadership team.
- Monitored employee work to assess performance and identify knowledge gaps requiring retraining.
- Trained staff in primary roles and strategies for exceeding goals each day.
- Supervised teams and provided clear objectives and consistent, performance-oriented policies.
- Contributed to effective decision-making with detailed reports on daily operations.
- Oversaw employee training and all staff management tasks.
- Maximized employee performance with effective training and close mentoring.

Store Manager, Jul 2019 - Dec 2020

- Directed merchandising strategy and enforced standards to achieve memorable product presentation and increase revenue.
- Forecasted sales projections, inventory demand, and labor requirements to develop annual budget.
- Set clear expectations for team performance, conducted periodic evaluations, and implemented corrective actions or merit increases.
- Coordinated employee schedules for optimum performance and shift coverage.
- Maintained store standards in merchandising, security, and visual presentation.
- Provided consistent feedback and training to empower team members in confident and personable service-delivery.
- Monitored budget adherence and promoted expense control through meticulous loss prevention strategies and accurate inventory management.

- Supported human resources personnel in recruiting, onboarding, and training new team members in company policies, procedures, and service standards.
- Minimized losses with effective security presence and tight employee controls.
- Addressed and resolved escalated customer complaints and worked to restore satisfaction.
- Supervised inventory audits, financial reconciliations, and reporting.
- Oversaw all business aspects of \$1,300,000 per year store with 10+ employees.
- Met business and customer needs consistently, properly organizing schedules, inventory, and team assignments to handle expected demands.
- Supervised inventory control measures and collaborated with purchasing personnel to verify consistent and cost-effective replenishment.
- Coordinated efficient incoming and outgoing product movements, as well as successful merchandising strategies.
- Enhanced operations with new and improved procedures targeting underperforming areas and systematic weaknesses.
- Delivered products of consistent quality to customers by working directly with vendors on delivery and production issues.
- Maintained optimal employee coverage for business needs with well-prepared team schedules.
- Eliminated waste at all levels, regularly reviewing team activities and records to spot and resolve problems.
- Built a strong, resilient team by identifying and onboarding highly qualified candidates for key front-line and senior management positions.
- Managed customer experiences with a close eye on customer and team member interactions, touchpoints, and methods of engagement.

FINANCIAL SERVICES, SUMTER, SC
Branch Manager, Feb 2014 - Present

- Protected organizational information with effective safety and security procedures for digital and physical files.
- Improved employee performance by coordinating workflow and implementing performance incentives.
- Completed advanced clerical tasks, including account reconciliation and document management.
- Kept business leaders informed about company profits, operations, and other metrics with regular reports.
- Supervised administrative staff, coordinating all hiring, training, and performance management.
- Resolved employee performance problems by tracking down root causes and retraining or offering guidance through difficult situations.
- Met budget targets consistently through strong planning and expense control strategies.
- Enhanced administrative staff knowledge with development of new operational and training manuals.
- Controlled office supplies, including placing new orders, monitoring usage, and coordinating regular restocking.
- Developed and enhanced policies covering administrative processes.
- Strengthened budget planning by contributing administrative expertise and operations knowledge.
- Supervised work of office, administrative, and customer service employees to verify adherence to quality standards, deadlines, and proper procedures.
- Covered daily office workloads through effective staffing and resource coordination.
- Motivated employees to continuously grow knowledge and enhance abilities.
- Improved staff performance through continuous monitoring and training updates.
- Prepared thorough reports based on skilled compilation and distillation of related data.
- Empowered employees to independently resolve problems and disputes.
- Resolved customer complaints and answered customers' questions regarding policies and procedures.

WILLIAM DOUGLAS MANAGEMENT, COLUMBIA, SC

Property Manager, Feb 2016 - Feb 2019

- Supported pleasant property appearances by coordinating lawn management, planting, and general upkeep.
- Reviewed garage and assigned parking operations to verify permits and remove unauthorized vehicles from property.
- Handled operational oversight for 16 Homeowner's Associations, including setting budgets and supervising office staff.
- Coordinated preventive maintenance schedule and directed daily maintenance operations.
- Managed all property records, including tenant files, financial accounts, and maintenance histories.
- Maintained positive public image by keeping grounds updated and clean.
- Engaged community members through special events and one-on-one support.
- Met with clients to negotiate management and service contracts, determine priorities, and discuss financial and operational status of properties.
- Maintained financial targets by collecting fees consistently and budgeting effectively.
- Kept properties maintained with regular preventive maintenance.
- Identified and quickly addressed any property requirements, closely following applicable regulations and owner requirements.

EDUCATION

UNIVERSITY OF PHOENIX ONLINE
SC

Business Management (Present)

ADDITIONAL SKILLS

- | | |
|-------------------------|---------------------|
| • Microsoft Excel | • Merchandising |
| • Book | • Office |
| • Cash Handling | • Windows |
| • Cash register | • Oil |
| • Coach | • Payroll |
| • Customer satisfaction | • Personnel |
| • Customer Service | • Receptionist |
| • Drafting | • Recruiting |
| • Email | • Recruitment |
| • Financial | • Retail |
| • Hiring | • Retail Management |
| • Inventory | • Safety |
| • Loss prevention | • Sales |
| • Marketing | • Sales experience |
| • Mentoring | • Scheduling |

PART 2 – TECHNICAL APPROACH – OPTION 3

2.1 SOW REQUIREMENTS – OPTION 1 - CONTACT TRACING

Option 1 – Contact Tracing	
1.	<p>Describe your understanding of the project requirements, including but not limited to the Performance Requirements. Describe your approach of how you will accomplish the project requirements.</p> <p><u>Bidder's Response:</u></p> <p>Understanding</p> <p>McGhee & Associates understands that the State of Nebraska seeks a qualified vendor to provide Covid-19 Contact Tracing services. We will lean on our industry expertise to provide Contact Tracing Services that will exceed the expectations set forth in the RFP.</p> <p>Benefits of partnering with McGhee & Associates are as follows:</p> <ul style="list-style-type: none"> • McGhee & Associates has successfully launched other COVID-19 Vaccine Call Centers. In the past six months, we have launched several pandemic-related call center programs. Our background and capabilities will create a seamless experience for the State of Nebraska. We have a proven method that will ensure the call center runs efficiently at all times. • We will hire agents from within the United States, with a goal of hiring 90% staff from within the State of Nebraska. • McGhee & Associates will scale up or down based on the call volume and other pertinent information received from the State. <p>Approach to accomplish project requirements</p> <p>McGhee & Associates will accomplish the project requirements by working very closely with the State of Nebraska. Our assigned Project Manager will be in constant communication with DHHS to ensure the timeline and expectations are being met.</p> <p>It is important that we have a close relationship with DHHS to determine important dates such as testing, go live, etc. We will also require the input of DHHS for staffing needs. We will staff the number of agents that we are required to staff. We also rely heavily on call center analytics to assist in workforce planning. This information will be shared with the client to assist in making staffing decisions.</p> <p>The Call Center will be managed by a designated team of professionals with the necessary experience to ensure the project's success. These professionals will interact with the client to transition the scope of work to McGhee & Associates from the current vendor. We encourage frequent input from DHHS and suggest bi-weekly meetings to cover performance. During the bi-weekly performance meetings, we will cover KPI performance, staffing needs, call volume, call drivers and trends, and updates that are pertinent to the program.</p> <p>Our management team will work together to ensure that all of the following occur on a daily basis:</p> <p>Staffing</p> <ul style="list-style-type: none"> • Appropriate staffing levels during the hours of 8:00 AM to 8:00 PM CST 7 days a

	<p>week.</p> <ul style="list-style-type: none"> • Train all staff on the contact tracing protocols as provided by DHHS. • Work closely with DHHS to receive updates in a timely manner to pass the information on to staff. <p>Monitoring of Contact Tracers</p> <ul style="list-style-type: none"> • Designated Quality Management Staff will monitor calls and perform quality evaluations on an ongoing basis. • All calls will be recorded and provided to DHHS upon request. <p>Scheduling</p> <ul style="list-style-type: none"> • Project Manager will be available to DHHS during 8:00 AM to 8:00 PM CST, 7 days per week. • McGhee & Associates will scale the number of agents up or down as directed by DHHS. <p>Technology</p> <ul style="list-style-type: none"> • Avaya is the cloud-based solution that we will use to perform this project. This is an HIPAA and HITECH-compliant cloud-based platform. We will customize IVRs, workflows, etc. as directed by DHHS. • Reports will be pulled directly from Avaya and emailed to DHHS.
2.	<p>Describe your language capabilities, including the percentage of contact tracers who are bilingual in English and Spanish, and any other languages available.</p> <p><u>Bidder's Response:</u></p> <p>McGhee & Associates will provide agents that can communicate in several languages. Over 50% of our staff is Spanish bilingual. For other languages outside of English and Spanish, we will utilize a telephonic interpretation contractor.</p> <p>Spanish bilingual staff are native Spanish speakers which will remove any language barriers to create a seamless experience for the caller.</p> <p>Language proficiency is vetted through assessments during the initial hiring phase.</p>
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> <p><u>Bidder's Response:</u></p> <p>McGhee & Associates is in compliance with the Insurance Portability and Accountability Act (HIPAA) and other laws protecting the information of patients. HIPAA training is part of the initial scope of work and must be completed by all staff members, including all management.</p> <p>We are a covered entity under HIPAA and have not had any breach notifications required</p>

	to be reported to the Office of Civil Rights in the last three years.
4.	<p>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.</p> <p><u>Bidder's Response:</u></p> <p>Yes, McGhee and Associates can meet the required weekday and weekend hours specified in Section V.C.3. We can commit to launch the program with 25 contact tracers and ramp up as needed. We will need a 10-day notice to onboard additional contact tracers as needed.</p>
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> <p><u>Bidder's Response:</u></p> <p>We can quickly hire the necessary staff for this project. The selected staff will be a diverse group of agents that reflect the communities that they will be serving. We will ensure that we maintain a 50% level of Spanish bilingual agents. Every effort will be made to hire agents that also speak other languages such as Mandarin, French, Russian, Arabic, and other languages.</p> <p><u>Workforce Scaling</u></p> <p>Our approach to scaling staff up/down will be to follow the instructions of the State of Nebraska. We will work closely with the client to evaluate analytical data and call volume trends when approaching workforce management. The number of agents is going to heavily rely on call volume forecasting, which is determined by analytical reports that are run at the end of each day.</p> <p>Data that is tracked daily for workforce purposes includes:</p> <ul style="list-style-type: none"> • Total number of calls • Total number of abandoned calls • Longest wait times • Total number of agents staffed • Average handle time <p><u>Equipment</u></p> <p>Our entire staff is currently working remotely. All staff members are responsible for having adequate technology to include the following (computer, headset, dual monitors, high speed internet, and Microsoft Office). Upon being selected from the pool of applicants, potential hires must pass a technology assessment which checks the internet speed and computer system specifications. In addition to checking the equipment, all applicants must pass a basic technology assessment to determine their proficiency levels on certain applications that will be vital to their success on this project.</p>
6.	<p>Describe your ability to meet the timelines established in this RFP.</p> <p><u>Bidder's Response:</u></p>

	<p>McGhee & Associates is extremely confident in meeting project timelines. In the past six months, we have launched several large call center programs in response to the COVID-19 pandemic. All programs launched have been on time, fully staffed, and have exceeded the client's expectations.</p>
7.	<p>Describe your capacity of in-house trainers and approach to project on-boarding.</p> <p><u>Bidder's Response:</u></p> <p>McGhee & Associates has several in-house trainers that will assist with the training and development of staff. Our trainers use TalentLMS for their learners. The training is engaging and utilizes a variety of file types like text, audio, and video to keep learning interesting. Staff can log in and complete courses on their schedule from anywhere, at any time. This training also includes assessments, mock calls, and certification.</p> <p>Approach to Onboarding</p> <p>Our Human Resources team leads the Onboarding Phase. This includes a Human Resources Director and three Human Resource Coordinators. Onboarding introduces policies, practices, and information to new hires.</p> <p>Before the first day</p> <ul style="list-style-type: none"> • Create a company email. This is the only email that we will use to communicate with the employee. • Send a welcome email. This email details the exact job description and sets the agenda for the first week. • Send the employee the Employee Handbook. The handbook details the company's history and mission, the founder of the company, the company culture, and discusses the leadership team. This helps the new hire know who they are working for. The handbook also discusses vacation and time off policies, employee behavior, pay and promotions, and benefits. • Provide access to necessary resources and tools. <p>During the first week</p> <ul style="list-style-type: none"> • Greet new agents during training in Zoom using a webcam. We like to put a face to a name, so webcams are required during training. • Describe the center's vision, mission, and passion. • Explain the importance of their role. • Set clear milestones to help the new hire become proficient and productive. We set clear and achievable milestones with rewards and incentives. <p>Transition to the floor</p> <ul style="list-style-type: none"> • Assign the agent to a supervisor and explain the role of their supervisor. • Provide valuable feedback via quality assessments. • Gather feedback from supervisors and agents about the call taking process. <p>90 Day Period</p> <ul style="list-style-type: none"> • Formulate long-term goals based on the employee's ability to reach milestones set in

	<p>the past.</p> <ul style="list-style-type: none"> • Conduct weekly progress meetings to set realistic goals. • Celebrate success when goals are reached.
8.	<p>Describe your ability to meet the reporting requirements set forth in Section V.F, including ad hoc reporting capabilities.</p> <p><u>Bidder's Response:</u></p> <p>Data Analysis</p> <p>Our data analyst will provide a weekly report no later than 12:00 noon CST Tuesday of each week. The items to be included on this report are as follows:</p> <ul style="list-style-type: none"> • Total number of completed calls. • Date and time of uncompleted calls. • A percentage of contacts (that is, individuals) made that were completed calls. • Total number of calls, either completed or uncompleted, made per hour billed. <p>We can customize ad hoc reports as needed. These ad hoc reports can detail the specifics of what is requested by the client to include, but not limited to, staffing, KPI performance, call drivers, and outcomes.</p> <p>We will support any and all requests for reports from the client.</p>
9.	<p>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.</p> <p><u>Bidder's Response:</u></p> <p>Geographic Coverage</p> <p>To ensure we maintain geographic coverage and cultural diversity, McGhee & Associates:</p> <ul style="list-style-type: none"> • Hires bilingual staff to increase our ability to provide excellent service to callers that may be otherwise difficult to assist. Bilingual staff eliminates language barriers for the caller and staff, which creates a seamless experience. • Posts job openings in other languages to attract bilingual candidates. • Uses sourcing methods that contain more diverse candidate pipelines. • Recruits candidates from different geographical areas of the state. • Trains agents on geographic information regarding the State of Nebraska. • Ensure that agents are well versed on Nebraska, because 90% of the staff will reside in the State.
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> <p><u>Bidder's Response:</u></p> <p>Overcoming Cultural Barriers</p>

	<ul style="list-style-type: none"> • Build Trust and Rapport: Show empathy and understanding to the caller. Be adaptable in the approach and assure the caller that the information is necessary to provide them with assistance. • Reassure the caller: Reassure the caller that the personal information they are providing will not be used in a legal retaliation. Assure the caller that any information provided is protected under HIPAA laws and will only be used for the purpose of assisting the caller.
11.	<p>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.</p> <p><u>Bidder's Response:</u></p> <p>McGhee and Associates will train contact tracers to only speak with one parent or guardian in the household. This will strictly be enforced and monitored within the quality assurance program.</p>
12.	<p>Describe how you would address individuals with disabilities as part of your contact tracing services</p> <p><u>Bidder's Response:</u></p> <p>Hearing Impairments</p> <ul style="list-style-type: none"> • Utilize TTY services as needed for the deaf and hearing impaired. • McGhee & Associates utilizes TTY and IP Relay Services to allow the hearing impaired and deaf to communicate with our staff. We will use TTY with this project. The caller connects with one of our agents and types in the message. The agent will type a response back to the caller. This will continue until the call is completed. This will require another number to be setup for TTY users as that number will be connected to the TTY application, SimpliciTTY by NexTalk. • Staff is also experienced with handling calls with a relay operator (711). Some deaf and/or hard of hearing utilize a relay service that places the call on behalf of the caller. The relay operator will interact with the agent to assist the caller. In our experience, this is the most effective method used to handle most TTY calls. <p>Visual Impairments</p> <p>Visual impairment can range from total blindness to having trouble seeing certain colors or patterns. For instance, someone who is colorblind may have difficulty navigating your company's web page.</p> <p>To help someone with any condition related to limited vision, our agents will do the following:</p> <ul style="list-style-type: none"> • Agents will explain the contact training protocol. This means more than just reading off of the website; they must be able to thoroughly teach others who cannot read the words. • Input information on behalf of the person. Complete the vaccine registration for the caller.

It is important to remember that those with visual impairment cannot necessarily be sent to a website or web page for information. Our agents assisting them by becoming the caller's eyes.

Learning Disabilities

McGhee & Associate agents are trained to assist callers that have a learning disability:

- Agents are trained to explain answers in a wide variety of ways. For instance, someone who has trouble remembering may need to be prompted to write the answers down.
- Agents are trained to slow down when assisting callers that have a learning disability.

2.2 SOW REQUIREMENTS – OPTION 2 - VACCINE HELPLINE SERVICES

Option 2 – Vaccine Helpline Services	
1.	<p>Describe your understanding of the project requirements, including but not limited to the Performance Requirements. Describe your approach of how you will accomplish the project requirements.</p> <p><u>Bidder's Response:</u></p> <p>Understanding</p> <p>McGhee & Associates understands that the State of Nebraska seeks a qualified vendor to provide Covid-19 Vaccine Helpline services. The purpose of the helpline is to answer inbound calls from the public regarding COVID-19 vaccines and provide information to the callers. We will lean on our industry expertise to provide a Vaccine Helpline Call Center that will exceed the expectations set forth in the RFP.</p> <p>Benefits of partnering with McGhee & Associates are as follows:</p> <ul style="list-style-type: none"> • McGhee & Associates has successfully launched other COVID-19 Vaccine Call Centers. In the past six months, we have launched several pandemic-related call center programs. Our background and capabilities will create a seamless experience for the State of Nebraska. We have a proven method that will ensure the call center runs efficiently at all times. • We will hire agents from within the United States, with a goal of hiring 90% staff from within the State of Nebraska. • McGhee & Associates will scale up or down based on the call volume and other pertinent information received from the State. <p>Approach to accomplish project requirements</p> <p>McGhee & Associates will accomplish the project requirements by working very closely with the State of Nebraska. Our assigned Project Manager will be in constant communication with DHHS to ensure the timeline and expectations are being met.</p> <p>It is important that we have a close relationship with DHHS to determine important dates such as testing, go live, etc. We will also require the input of DHHS for staffing needs. We will staff the number of agents that we are required to staff. We also rely heavily on call center analytics to assist in workforce planning. This information will be shared with the client to assist in making staffing decisions.</p> <p>The Call Center will be managed by a designated team of professionals with the necessary experience to ensure the project success. These professionals will interact with the client to transition the scope of work to McGhee & Associates from the current vendor. We encourage frequent input from DHHS and suggest bi-weekly meetings to cover performance. During the bi-weekly performance meetings, we will cover KPI performance, staffing needs, call volume, call drivers and trends, and updates that are pertinent to the program.</p> <p>Our management team will work together to ensure that all of the following occurs on a daily basis:</p> <p>Staffing</p> <ul style="list-style-type: none"> • Appropriate staffing levels during the hours of 8:00 AM to 8:00 PM CST 7 days a

	<p>week.</p> <ul style="list-style-type: none"> Train all staff on the vaccination process, information, and protocols as provided by DHHS. Train all staff on completing the online registration. Work closely with DHHS to receive updates in a timely manner to pass the information on to staff. <p>Monitoring of Vaccine Helpline</p> <ul style="list-style-type: none"> Designated Quality Management Staff will monitor calls and perform quality evaluations on an ongoing basis. All calls will be recorded and provided to DHHS upon request. <p>Scheduling</p> <ul style="list-style-type: none"> Project Manager will be available to DHHS during 8:00 AM to 8:00 PM CST, 7 days per week. McGhee & Associates will scale the number of agents up or down as directed by DHHS. <p>Technology</p> <ul style="list-style-type: none"> Avaya is the cloud-based solution that we will use to perform this project. This is an HIPAA and HITECH-compliant cloud-based platform. We will customize IVRs, workflows, etc. as directed by DHHS. Reports will be pulled directly from Avaya and emailed to DHHS.
2.	<p>Describe your language capabilities, including the percentage of contact tracers who are bilingual in English and Spanish, and any other languages available.</p> <p><u>Bidder's Response:</u></p> <p>McGhee & Associates will provide agents that can communicate in several languages. Over 50% of our staff is Spanish bilingual. For other languages outside of English and Spanish, we will utilize the State's telephonic interpretation contractor.</p> <p>Spanish bilingual staff are native Spanish speakers which will remove any language barriers to create a seamless experience for the caller.</p> <p>Language proficiency is vetted through assessments during the initial hiring phase.</p>
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> <p><u>Bidder's Response:</u></p> <p>McGhee & Associates is in compliance with the Insurance Portability and Accountability Act (HIPAA) and other laws protecting the information of patients. HIPAA training is part of the initial scope of work and must be completed by all staff members, including all management.</p>

	We are a covered entity under HIPAA and have not had any breach notifications required to be reported to the Office of Civil Rights in the last three years.
	Describe your staffing availability , including whether you can meet the required hours specified in Section V.J.1.
4.	<p><u>Bidder's Response:</u></p> <p>McGhee & Associates is available immediately to support the statewide COVID-19 Vaccine Hotline. From our pool of applicants, we have identified the necessary number of staff to adequately handle the scope of work for this project. 90% of this pool of applicants reside within the State of Nebraska. These applicants are well-qualified and possess the necessary experience to be successful on this project. We will staff our Call Center to ensure that agents are available on the Vaccine Helpline from 8:00 AM to 8:00 PM CST (7 days a week).</p>
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> <p><u>Bidder's Response:</u></p> <p>We can quickly hire the necessary staff for this project. The selected staff will be a diverse group of agents that reflect the communities that they will be serving. We will ensure that we maintain a 50% level of Spanish bilingual agents. Every effort will be made to hire agents that also speak other languages such as Mandarin, French, Russian, Arabic, and other languages.</p> <p>Workforce Scaling</p> <p>Our approach to scaling staff up/down will be to follow the instructions of the State of Nebraska. We will work closely with the client to evaluate analytical data and call volume trends when approaching workforce management. The number of agents is going to heavily rely on call volume forecasting, which is determined by analytical reports that are ran at the end of each day.</p> <p>Data that is tracked daily for workforce purposes includes:</p> <ul style="list-style-type: none"> • Total number of calls • Total number of abandoned calls • Longest wait times • Total number of agents staffed • Average handle time <p>Equipment</p> <p>Our entire staff is currently working remotely. All staff members are responsible for having adequate technology to include the following (computer, headset, dual monitors, high speed internet, and Microsoft Office). Upon being selected from the pool of applicants, potential hires must pass a technology assessment which checks the internet speed and computer system specifications. In addition to checking the equipment, all applicants must pass a basic technology assessment to determine their proficiency levels on certain applications that will be vital to their success on this project.</p>

6.	<p>Describe your ability to meet the timelines established for the vaccine helpline.</p> <p><u>Bidder's Response:</u></p> <p>McGhee & Associates is extremely confident in meeting project timelines. In the past six months, we have launched several large call center programs in response to the COVID-19 pandemic. All programs launched have been on time, fully staffed, and have exceeded the client's expectations.</p>
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> <p><u>Bidder's Response:</u></p> <p>McGhee & Associates has several in-house trainers that will assist with the training and development of staff. Our trainers use TalentLMS for their learners. The training is engaging and utilizes a variety of file types like text, audio, and video to keep learning interesting. Staff can log in and complete courses on their schedule from anywhere, at any time. This training also includes assessments, mock calls, and certification.</p> <p>Approach to Onboarding</p> <p>Our Human Resources team leads the Onboarding Phase. This includes a Human Resources Director and three Human Resource Coordinators. Onboarding introduces policies, practices, and information to new hires.</p> <p>Before the first day</p> <ul style="list-style-type: none"> • Create a company email. This is the only email that we will use to communicate with the employee. • Send a welcome email. This email details the exact job description and sets the agenda for the first week. • Send the employee the Employee Handbook. The handbook details the company's history and mission, the founder of the company, the company culture, and discusses the leadership team. This helps the new hire know who they are working for. The handbook also discusses vacation and time off policies, employee behavior, pay and promotions, and benefits. • Provide access to necessary resources and tools. <p>During the first week</p> <ul style="list-style-type: none"> • Greet new agents during training in Zoom using a webcam. We like to put a face to a name, so webcams are required during training. • Describe the center's vision, mission, and passion. • Explain the importance of their role. • Set clear milestones to help the new hire become proficient and productive. We set clear and achievable milestones with rewards and incentives. <p>Transition to the floor</p> <ul style="list-style-type: none"> • Assign the agent to a supervisor and explain the role of their supervisor. • Provide valuable feedback via quality assessments. • Gather feedback from supervisors and agents about the call taking process.

	<p>90 Day Period</p> <ul style="list-style-type: none"> Formulate long-term goals based on the employee's ability to reach milestones set in the past. Conduct weekly progress meetings to set realistic goals. Celebrate success when goals are reached.
8.	<p>Describe your ability to meet the reporting requirements set forth in Section V.L, including ad hoc reporting capabilities.</p> <p><u>Bidder's Response:</u></p> <p>Data Analysis</p> <p>Our data analyst will provide a weekly report no later than 12:00 noon CST Tuesday of each week. The items to be included on this report are as follows:</p> <ul style="list-style-type: none"> Number of calls per hour Average talk time per call Most frequently asked questions/topics of concern Most frequently used resources Number of vaccines registrations submitted per hour/day/week Number of voicemails left Number repeat callers Average wait time Longest wait time Number of call abandonments Longest and average wait time abandonments <p>Ad Hoc Reporting Capabilities</p> <p>We can customize ad hoc reports as needed. These ad hoc reports can detail the specifics of what is requested by the client to include but not limited to staffing, KPI performance, call drivers, and outcomes. We will support any and all requests for reports from the client.</p>
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> <p><u>Bidder's Response:</u></p> <p>Geographic Coverage</p> <p>To ensure we maintain geographic coverage and cultural diversity, McGhee & Associates:</p> <ul style="list-style-type: none"> Hires bilingual staff to increase our ability to provide excellent service to callers that may be otherwise difficult to assist. Bilingual staff eliminates language barriers for the caller and staff, which creates a seamless experience. Posts job openings in other languages to attract bilingual candidates. Uses sourcing methods that contain more diverse candidate pipelines. Recruits candidates from different geographical areas of the state.

	<ul style="list-style-type: none"> Trains agents on geographic information regarding the State of Nebraska. Ensure that agents are well versed on Nebraska, because 90% of the staff will reside in the State.
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> <p><u>Bidder's Response:</u></p> <p>Overcoming Cultural Barriers</p> <ul style="list-style-type: none"> Build Trust and Rapport: Show empathy and understanding to the caller. Be adaptable in the approach and assure the caller that the information is necessary to provide them with assistance. Reassure the caller: Reassure the caller that the personal information they are providing will not be used in a legal retaliation. Assure the caller that any information provided is protected under HIPAA laws and will only be used for the purpose of assisting the caller.
11.	<p>Describe how you would address individuals with disabilities as part of your vaccine helpline services.</p> <p><u>Bidder's Response:</u></p> <p>Hearing Impairments</p> <ul style="list-style-type: none"> Utilize TTY services as needed for the deaf and hearing impaired. McGhee & Associates utilizes TTY and IP Relay Services to allow the hearing impaired and deaf to communicate with our staff. We will use TTY with this project. The caller connects with one of our agents and types in the message. The agent will type a response back to the caller. This will continue until the call is completed. This will require another number to be setup for TTY users as that number will be connected to the TTY application, SimpliciTTY by NexTalk. Staff is also experienced with handling calls with a relay operator (711). Some deaf and/or hard of hearing utilize a relay service that places the call on behalf of the caller. The relay operator will interact with the agent to assist the caller. In our experience, this is the most effective method used to handle most TTY calls. <p>Visual Impairments</p> <p>Visual impairment can range from total blindness to having trouble seeing certain colors or patterns. For instance, someone who is colorblind may have difficulty navigating your company's web page.</p> <p>To help someone with any condition related to limited vision, our agents will do the following:</p> <ul style="list-style-type: none"> Agents will explain the vaccine process in a clear manner. This means more than just reading off of the website; they must be able to thoroughly teach others who cannot read the words. Input information on behalf of the person. Complete the vaccine registration for the caller.

It is important to remember that those with visual impairment cannot necessarily be sent to a website or web page for information. Our agents assisting them by becoming the caller's eyes.

Learning Disabilities

McGhee & Associate agents are trained to assist callers that have a learning disability:

- Agents are trained to explain answers in a wide variety of ways. For instance, someone who has trouble remembering may need to be prompted to write the answers down.
- Agents are trained to slow down when assisting callers that have a learning disability.

4. ATTACHMENTS

ATTACHMENT A: SAMPLE COVID-19 EMERGENCY CALL CENTER CONTRACT

Attached below is a service agreement for providing emergency call center services that could be adapted for this contract:

EMERGENCY TERM CONTRACT FOR COVID-19 VACCINE TELEPHONE ANSWERING SERVICES

THIS EMERGENCY TERM CONTRACT is made and entered into as of the date of execution by both parties, by and between [], hereinafter referred to as the "[]" and **McGhee and Associates, LLC**, a Kansas limited liability company authorized to do business in the state, hereinafter referred to as "Contractor."

WITNESSETH

WHEREAS, the County requires the services of a contractor to perform telephone answering services related to the COVID-19 vaccine; and,

WHEREAS, the County is entering into this Term Contract under the Declaration of a State of Emergency dated [] related to COVID-19; and,

WHEREAS, services shall only be provided under this Term Contract during the pendency of the Declaration of a State of Emergency and any extension thereof; and,

WHEREAS, the Contractor has reviewed the services required pursuant to this Term Contract and is qualified, willing and able to provide and perform all such services in accordance with its terms.

NOW, THEREFORE, the County and the Contractor, in consideration of the mutual covenants contained herein, do agree as follows:

I. CONTRACTOR'S SERVICES

The Contractor agrees to diligently provide all materials, services and labor for telephone answering services related to the COVID-19 vaccine in accordance with the scope of services made part of this Term Contract as Exhibit A, attached hereto and incorporated herein.

II. TERM

This Term Contract shall commence immediately upon execution by both the County and the Contractor and shall continue for the duration of the County Declaration of a State of Emergency, executed by the County Administrator on [], as it may be further extended.

III. COMPENSATION AND PAYMENT OF CONTRACTOR'S SERVICE

A. The County shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Term Contract. In no event shall the County be obligated to pay the Contractor in excess of amounts that are lawfully appropriated for this purpose.

**EMERGENCY TERM CONTRACT FOR
COVID-19 VACCINE TELEPHONE ANSWERING SERVICES**

- B. Notwithstanding the preceding, Contractor shall perform no work under this Term Contract until receipt of a purchase order from the County. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Term Contract and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce or cancel the purchase order in its sole discretion.
- C. The County's performance and obligation to pay under this Term Contract is contingent upon an appropriation of lawfully available funds by the Board of County Commissioners. The County shall promptly notify the Contractor if the necessary appropriation is not made.

IV. METHOD OF PAYMENT

- A. The County shall pay the Contractor through payment issued by the Clerk of the Circuit Court in accordance with the Local Government Prompt Payment Act, §218.70, et seq. F.S., upon receipt of the Contractor's invoice and written approval of same by the County's Administrative Agent indicating that services have been rendered in conformity with this Term Contract.
- B. The Contractor shall submit invoices for payment to the address indicated on the purchase order for those specific services provided pursuant to Exhibit B, Fee Schedule, attached hereto and incorporated herein.
- C. The Contractor's invoices shall be in a form satisfactory to the Clerk of the Circuit Court, who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the County.

V. ADDITIONAL SERVICES

- A. No changes to this Term Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the County.
- B. If the County's Administrative Agent requires the Contractor to perform additional services related to this Term Contract then the Contractor shall be entitled to additional compensation based on the Fee Schedule, as amended, to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Term Contract by written amendment. The County shall not pay for any additional service or work performed before a written amendment to this Term Contract.

**EMERGENCY TERM CONTRACT FOR
COVID-19 VACCINE TELEPHONE ANSWERING SERVICES**

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

VI. LIABILITY OF CONTRACTOR

- A. The Contractor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Contractor arising out of or in any way connected with the Contractor or subcontractor's performance or failure to perform under the terms of this Term Contract.
- B. This section shall survive the termination or expiration of this Term Contract.

VII. CONTRACTOR'S INSURANCE

Contractor shall procure and maintain insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Term Contract.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

- A. The personnel assigned by the Contractor to perform services shall comply with the terms set forth in this Term Contract. The Contractor shall ensure that all personnel and other agents are fully qualified and capable to perform their assigned tasks. Any change or substitution to the Contractor's key personnel must receive the County's Administrative Agent's written approval before said changes or substitution can become effective.
- B. The Contractor agrees to respond to communication from the County within three working days unless a shorter response time is specified by the County.
- C. The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Term Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Term Contract.
- D. The Contractor covenants and agrees that it and its employees shall be bound by the Ethical Standards as set forth in the]County Procurement Manual. The Contractor agrees to incorporate the provisions

**EMERGENCY TERM CONTRACT FOR
COVID-19 VACCINE TELEPHONE ANSWERING SERVICES**

of this paragraph in any subcontract into which it might enter with reference to the work performed.

- E. Contractor agrees that it and its employees shall communicate with County employees and members of the public in a civil manner. All aspects of a

Contractor's performance, including complaints received from County employees or members of the public, may impact the County's decision to renew or terminate this Term Contract in accordance with the provisions contained herein. The County further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with the County Procurement Code if the Contractor does not abide by the terms of this subsection.

- F. Pursuant to §287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- G. The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Term Contract.
- H. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Term Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the County, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) fiscal years (from October to September) after completion of the services.
- I. §287.135, F.S., prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. Contractor certifies that

**EMERGENCY TERM CONTRACT FOR
COVID-19 VACCINE TELEPHONE ANSWERING SERVICES**

it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Contractor to civil penalties,

attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Contract if a false certification has been made, or the Contractor is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

- J. The Contractor shall notify the County's Administrative Agent at least one (1) day in advance of any meeting between the Contractor and any County Commissioner, regulatory agency or private citizen related to this Term Contract.
- K. The Contractor is, and shall be, in the performance of all work, services and activities under this Term Contract, an independent contractor. Contractor is not an employee, agent or servant of County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Term Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Contractor shall be solely responsible for providing benefits and insurance to its employees.
- L. The Contractor shall be responsible for compliance with Exhibit D, Federal Grant Requirements 2 CFR Part 200 Appendix II Contract provisions, attached hereto and incorporated herein.

IX. FORCE MAJEURE

The Contractor specifically agrees that all work performed under the terms and conditions of this Term Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the County's purchase order or specified by the County's Administrative Agent, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Term Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

**EMERGENCY TERM CONTRACT FOR
COVID-19 VACCINE TELEPHONE ANSWERING SERVICES**

X. OBLIGATIONS OF COUNTY

- A. The County's Administrative Agent is designated to do all things necessary to properly administer the terms and conditions of this Term Contract, including, but not limited to:
1. Review of all Contractor payment requests for approval or rejection.
 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Term Contract.
- B. The County shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

XI. TERMINATION

- A. The County shall have the right at any time upon thirty (30) calendar days' written notice to the Contractor to terminate the services of the Contractor for convenience. The County shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- B. Any failure of the Contractor to satisfy the requirements of this Term Contract, as documented by the Administrative Agent, shall be considered a default of the Term Contract and sufficient reason for termination.
1. For defaults that are curable (as determined by the County), the Contractor shall be notified in writing by the County and shall have an opportunity to cure such default(s) within ten (10) working days after notification.
 2. For defaults that are not curable (as determined by the County), notice of the termination date shall be given as deemed appropriate by the County.
- C. In the event the County's termination of this Term Contract for default is in any way deficient, at the option of the County such termination shall be deemed to be a termination for convenience pursuant to Section XI.A. above.
- D. The parties may mutually agree to terminate this Term Contract. Such termination shall be evidenced by a notice issued by the County. The County shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.

**EMERGENCY TERM CONTRACT FOR
COVID-19 VACCINE TELEPHONE ANSWERING SERVICES**

- E. In the event that the Contractor has abandoned performance under this Term Contract, then the County may terminate this Term Contract upon three (3) calendar days' written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above. Contractor shall have one hundred and eighty (180) days to submit invoices. Invoices submitted after one hundred and eighty (180) days may not be accepted for payment.
- F. The Contractor shall have the right to terminate services only in the event of the County failing to pay the Contractor's properly documented and submitted invoice within ninety (90) calendar days of the approval by the County's Administrative Agent.
- G. The County reserves the right to terminate and cancel this Term Contract in the event the Contractor shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.
- H. After consultation with and written notice to the Contractor providing a reasonable opportunity to cure, the County shall have the right to refuse to make payment, in whole or part due to:
 - 1. The quality of a portion, or all, of the Contractor's work not performed in accordance with the requirements of this Term Contract;
 - 2. The quantity of the Contractor's work not delivered or performed as represented in the Contractor's Payment Request, or otherwise;
 - 3. Claims made, or likely to be made, against the County or its property;
 - 4. Damages to the County or a third party caused by the Contractor;
 - 5. The Contractor's failure or refusal to perform any other obligation under this Term Contract.

XII. DISPUTE RESOLUTION

- A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.
- B. In the event of a dispute or claim arising out of this Term Contract, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in the County, with the parties sharing equally in the cost of such mediation.

**EMERGENCY TERM CONTRACT FOR
COVID-19 VACCINE TELEPHONE ANSWERING SERVICES**

- C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- D. Any dispute, action or proceeding arising out of or related to this Term Contract will be exclusively commenced in the state courts of the County, or where proper subject matter jurisdiction exists in the United States District Court for []. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- E. The parties hereby waive all rights to trial by jury for any litigation concerning this Term Contract.
- F. This Term Contract and the rights and obligations of the parties shall be governed by the laws of the State without regard to its conflict of laws principles.
- G. Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Term Contract during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

XIII. STOP WORK ORDER

The County's Administrative Agent may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Term Contract. Any order shall be identified specifically as a stop work order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the County. The Administrative Agent shall take one of the following actions:

- 1. Cancel the stop work order; or
- 2. Terminate the work covered by the order; or
- 3. Terminate the Term Contract in accordance with provisions contained in Section XI.A.

In the event the County determines to not direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XI.A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order.

**EMERGENCY TERM CONTRACT FOR
COVID-19 VACCINE TELEPHONE ANSWERING SERVICES**

In the event the County does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Term Contract.

XIV. PUBLIC RECORDS

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, [] STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

[]
Phone: []
Email: []

XV. MISCELLANEOUS

- A. This Term Contract constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written with respect to the subject matter. No amendment, change or addendum to this Term Contract is enforceable unless agreed to in writing by both parties and incorporated into this Term Contract.
- B. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Term Contract.
- C. The language of this Term Contract shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.
- D. The parties hereto do not intend nor shall this Term Contract be construed to grant any rights, privileges or interest to any third party.
- E. The Contractor shall not assign any interest in this Term Contract and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the County, except that claims for the money due or to become due to the Contractor from the County under this Term Contract may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.

**EMERGENCY TERM CONTRACT FOR
COVID-19 VACCINE TELEPHONE ANSWERING SERVICES**

- F. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Term Contract or any applicable law.
- G. If any term, condition, or covenant of this Term Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Term Contract shall be valid and binding on each party.
- H. The parties covenant and agree that each is duly authorized to enter into and perform this Term Contract and those executing this Term Contract have all requisite power and authority to bind the parties.
- I. Neither the County's review, approval or acceptance of, nor payment for, the services required under this Term Contract shall be construed to operate as a waiver of any rights under this Term Contract or of any cause of action arising out of the performance of this Term Contract.
- J. The rights and remedies of the County provided for under this Term Contract are in addition to any other rights and remedies provided by law.
- K. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.
- L. This Term Contract may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.
- M. The County may unilaterally extend this Term Contract up to ninety (90) days beyond its expiration. The unit prices in effect on the last day of this Term Contract shall remain in effect for the extension period.
- N. Any notices of default or termination shall be sufficient if sent by the parties via United States certified mail, postage paid, or via a nationally recognized delivery service, to the addresses listed below:

Contractor's Representative:

Name: Kimberly McGhee

Title: CEO

Address: 4424 Grande Bluffs Lane
Manhattan, KS 66503

Telephone: 785-370-1257

E-mail: kimberly@mcgheeandassociates.net

County's Administrative Agent:

Name: _____

Title: _____

Address: _____

Telephone: _____

E-Mail: _____

**EMERGENCY TERM CONTRACT FOR
COVID-19 VACCINE TELEPHONE ANSWERING SERVICES**

- O. Any change in the County's Administrative Agent or the Contractor's Representative will be promptly communicated by the party making the change.
- P. Paragraph headings are for the convenience of the parties and for reference purposes only and shall be given no legal effect.
- Q. In the event of conflicts or inconsistencies, the documents shall be given precedence in the following order:
 - 1. Term Contract
 - 2. County's Purchase Order

**EMERGENCY TERM CONTRACT FOR
COVID-19 VACCINE TELEPHONE ANSWERING SERVICES**

IN WITNESS WHEREOF, the parties have executed this Term Contract as of the date last below written.

WITNESS:

McGhee and Associates, LLC:

Signed By: _____

Signed By: _____

Print Name: _____

Print Name: _____

Title: _____

Date: _____

[_____]

BY: _____
J

Date: _____

Approved as to form and correctness:

By: _____

**EXHIBIT A
SCOPE OF SERVICES**

1.0 CONTRACTOR RESPONSIBILITIES

- A. Contractor shall provide all labor, materials and equipment necessary to answer incoming telephone calls for County COVID-19 vaccine assistance, from a dedicated telephone line to answer inquiries concerning the vaccine, from Monday through Friday 7:00 a.m. to 7:00 p.m Eastern Standard Time (EST). It is up to the County's discretion to adjust the days and hours with proper advance notification to the Contractor.
- B. The Contractor shall initially provide 30 agents to answer incoming telephone calls. Staffing numbers need to be scalable (up and down) to meet the call volume based on call times and daily call counts, as determined by the County.
- C. The Contractor should provide professional, courteous, and trained personnel to provide the services for this Term Contract. The County Administrator or designee may call the helpline to test customer service performance by Contractor's personnel. The County will identify the call as a "test call" at the end of the conversation before the call is disconnected.
- D. The Contractor shall have adequate workforce capable of meeting all service requirements herein to timely, politely, and accurately answer callers.
- E. The Contractor shall have access to Spanish interpreter services to speak with non-English speaking callers, which shall be provided as part of this Term Contract at no cost to the County.
- F. The Contractor shall be able to queue calls, placing incoming calls on hold in line to be answered if all extension personnel are busy with other callers, as call demand requires.
- G. The Contractor shall have the ability for the Contractor or County personnel to voice record messages and greetings on phone systemsto get hold, outage, emergency or other information to callers prior to the call reaching the call taker.
- H. The Contractor shall have a redundancy plan to ensure that there is minimal interruption of service in the case of equipment failure, power outages, natural disasters, or other catastrophic events outside of the Contractor's control.

2.0 TELEPHONE ANSWERING SERVICE PROCEDURES

- A. The County has established telephone number 941-861-8297(VAXS) for the COVID-19 vaccine assistance. This number will be routed to the

**EXHIBIT A
SCOPE OF SERVICES**

answering service telephone number provided by the Contractor.

- B. The Contractor shall answer each phone line identifying themselves as "Thank you for calling the Department of Health in the County, this is (agent's name), how may I help you?".
- C. The Contractor shall record an upfront greeting which states "Please hold for the next available agent," as well as a recording when the office is closed.
- D. If the Contractor receives non-COVID-19 vaccine related calls, the Contractor shall refer that caller to 941-861-5000, if appropriate, keeping in mind the County's hours of operation for answering that line are 8:00 a.m.–5:00 p.m. EST, Monday through Friday, national holidays excluded.
- E. If the Caller is reporting an emergency, apparent law violation, or a dangerous situation requiring law enforcement or medical attention, the Contractor shall advise them to hang up and call 911 immediately.
- F. The County shall provide training and scripts for the Contractor upon execution of the Term Contract. The types of COVID-19 vaccine telephone calls the Contractor can expect to receive include but are not limited to the following:
 - i. Direct caller to the vaccine registration website;
 - ii. Walk the caller through the vaccine registration process;
 - iii. Directly enter the caller's information into the vaccine registration web portal;
 - iv. Answer any vaccine related questions.
- G. An escalation process will be developed by the County and provided to the Contractor.
- H. The Contractor may also be required to call back individuals if answers related to the County's COVID-19 vaccine are not immediately available per the County's request and outlined instructions.
- I. The Contractor shall collect and report the following call data daily:
 - i. Total call counts;
 - ii. Daily average call hold times (expressed in whole seconds); and
 - iii. Average speed of answer and call length.

**EXHIBIT B
FEE SCHEDULE**

Service Type	Unit	Amount
COVID-19 Vaccine Telephone Services	Hourly Per Agent	\$

**EXHIBIT C
INSURANCE REQUIREMENTS**

For purposes of this Exhibit C, the terms "Vendor," "Contractor" and "Consultant" shall be interchangeable and the terms "Contract," "Term Contract" and "Agreement" shall be interchangeable.

CONTRACTOR'S INSURANCE

Contractor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Contract, insurance coverage (including endorsements) and limits as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

Insurance requirements itemized in this Contract and required of the Contractor shall extend to all subcontractors to cover their operations performed under this Contract. The Contractor shall be responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State and must possess a current A.M. Best's Financial Strength Rating of A- Class VII or better.

Each insurance policy required by this Contract shall apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.

The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject.

Contractor shall furnish Certificates of Insurance to the County Administrative Agent evidencing the types and amounts of coverage, including endorsements, required by this Contract prior to commencement of work and prior to expiration of the insurance contract, when applicable. Such Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day notice of cancellation (10 days for non-payment of premium) or non-renewal of coverage. Notwithstanding these notification requirements, the Contractor will be required to provide County with 5 day prior written notice of any policy cancellation or non-renewal.

The County reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of this Contract. County reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

A. WORKERS' COMPENSATION: Contractor agrees to maintain Workers' Compensation insurance in accordance with State Statutes. Employers Liability to be included with a minimum limit of \$500,000 per accident/per disease/per employee. If work is to be performed over or adjacent

**EXHIBIT C
INSURANCE REQUIREMENTS**

to navigable water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included.

In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Workers' Compensation policy for all personnel on the worksite.

B. COMMERCIAL GENERAL LIABILITY: Contractor agrees to maintain Commercial General Liability per ISO form CG0001 or its equivalent, including but not limited to coverage for premises and operations, personal injury, products & completed operations, liability assumed under an insured contract, and independent contractors with limits of not less than \$500,000 each occurrence, \$1,000,000 aggregate covering all work performed under this contract. There shall be no exclusions for explosion, collapse and underground hazards.

Contractor agrees to endorse [] **Government** as an additional insured on the Commercial General Liability coverage.

ATTACHMENT B: SAMPLE CARES ACT HOTLINE CONTRACT

EMERGENCY TERM CONTRACT FOR TELEPHONE ANSWERING SERVICES

THIS TERM CONTRACT is made and entered into as of the date of execution by both parties, by and between **Sarasota County**, a political subdivision of the State of Florida, hereinafter referred to as the "County" and **McGhee and Associates, LLC**, a Kansas limited liability company, hereinafter referred to as "Contractor."

WITNESSETH

WHEREAS, the County requires the services of a contractor to perform telephone answering services for the Sarasota County CARES HELPLINE for U.S. Treasury Coronavirus Relief Funds (CRF) Programs; and,

WHEREAS, the County is entering into this Term Contract under the Sarasota County current Declaration of a State of Emergency, first declared March 15, 2020 and extended to date, for the COVID-19 pandemic; and,

WHEREAS, services shall only be provided under this Term Contract during the pendency of the Sarasota County Declaration of a State of Emergency and any extension thereof; and,

WHEREAS, the Contractor has reviewed the services required pursuant to this Term Contract and is qualified, willing and able to provide and perform all such services in accordance with its terms.

NOW, THEREFORE, the County and the Contractor, in consideration of the mutual covenants contained herein, do agree as follows:

I. CONTRACTOR'S SERVICES

The Contractor agrees to diligently provide all labor, materials and equipment for telephone answering services in accordance with the scope of services made part of this Term Contract as Exhibit A, attached hereto and incorporated herein.

II. TERM

This Term Contract shall commence immediately upon execution by both the County and the Contractor and shall continue through December 30, 2020 (Term), unless extended by the parties' written amendment.

III. COMPENSATION AND PAYMENT OF CONTRACTOR'S SERVICE

A. The County shall pay the Contractor for the services rendered hereunder and completed in accordance with the terms and conditions of this Term Contract a total amount not to exceed One Hundred Eighty-Five Thousand Dollars and Zero Cents (\$185,000.00) for the term of the Term Contract.

**EMERGENCY
TERM CONTRACT FOR
TELEPHONE ANSWERING SERVICES**

- B. Notwithstanding the preceding, Contractor shall perform no work under this Term Contract until receipt of a purchase order from the County. Contractor acknowledges and agrees that no minimum amount of work is guaranteed under this Term Contract and County may elect to issue no purchase orders. If a purchase order is issued, the County reserves the right to amend, reduce or cancel the purchase order in its sole discretion.
- C. The County's performance and obligation to pay under this Term Contract is contingent upon an appropriation of lawfully available funds by the Board of County Commissioners. The County shall promptly notify the Contractor if the necessary appropriation is not made.

IV. METHOD OF PAYMENT

- A. The County shall pay the Contractor through payment issued by the Clerk of the Circuit Court in accordance with the Local Government Prompt Payment Act, §218.70, et seq. F.S., upon receipt of the Contractor's invoice and written approval of same by the County's Administrative Agent indicating that services have been rendered in conformity with this Term Contract.
- B. The Contractor shall submit invoices for payment to the address indicated on the purchase order for those specific services provided pursuant to Exhibit B, Fee Schedule, attached hereto and incorporated herein.
- C. The Contractor's invoices shall be in a form satisfactory to the Clerk of the Circuit Court, who shall initiate disbursements. The Contractor is responsible for providing all necessary documentation that may be required by the County.

V. ADDITIONAL SERVICES

- A. No changes to this Term Contract or the performance contemplated hereunder shall be made unless the same are in writing and signed by both the Contractor and the County.
- B. If the County's Administrative Agent requires the Contractor to perform additional services related to this Term Contract then the Contractor shall be entitled to additional compensation based on the Fee Schedule, as amended, to the extent necessary to accommodate such additional work. The additional compensation shall be agreed upon before commencement of any additional services or changes and shall be incorporated into this Term Contract by written amendment. The County shall not pay for any additional service or work performed before a written amendment to this Term Contract.

**EMERGENCY
TERM CONTRACT FOR
TELEPHONE ANSWERING SERVICES**

Notwithstanding the preceding, in the event additional services are required as a result of error, omission or negligence of the Contractor, the Contractor shall not be entitled to additional compensation.

VI. LIABILITY OF CONTRACTOR

- A. The Contractor shall save, defend, indemnify and hold harmless the County from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, error, omission or default of the Contractor arising out of or in any way connected with the Contractor or subcontractor's performance or failure to perform under the terms of this Term Contract.
- B. This section shall survive the termination or expiration of this Term Contract.

VII. CONTRACTOR'S INSURANCE

Contractor shall procure and maintain insurance as specified in Exhibit C, Insurance Requirements, attached hereto and made a part of this Term Contract.

VIII. RESPONSIBILITIES OF THE CONTRACTOR

- A. The personnel assigned by the Contractor to perform services shall comply with the terms set forth in this Term Contract. The Contractor shall ensure that all personnel and other agents are fully qualified and capable to perform their assigned tasks.
- B. The Contractor agrees to respond to communication from the County within three working days unless a shorter response time is specified by the County.
- C. The Contractor warrants that it has not employed or retained any company or person (other than a bona fide employee working solely for the Contractor), to solicit or secure this Term Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm other than a bona fide employee working solely for the Contractor; any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award of this Term Contract.
- D. The Contractor covenants and agrees that it and its employees shall be bound by the Standards of Conduct of §112.313, F.S., as it relates to work performed under this Term Contract. The Contractor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed.

**EMERGENCY
TERM CONTRACT FOR
TELEPHONE ANSWERING SERVICES**

- E. Contractor agrees that it and its employees shall communicate with County employees and members of the public in a civil manner. All aspects of a Contractor's performance, including complaints received from County employees or members of the public, may impact the County's decision to renew or terminate this Term Contract in accordance with the provisions contained herein. The County further reserves the right to suspend or debar the Contractor from consideration for award of future contracts in accordance with the Sarasota County Procurement Code if the Contractor does not abide by the terms of this subsection.
- F. Pursuant to §287.133(2)(a), F.S., a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in §287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- G. The Contractor shall comply with all federal, state, and local laws, regulations and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Term Contract.
- H. The Contractor shall maintain books, records, documents, and other evidence directly pertaining to or connected with the services under this Term Contract which shall be available and accessible at the Contractor's offices for the purpose of inspection, audit, and copying during normal business hours by the County, or any of its authorized representatives. Such records shall be retained for a minimum of five (5) fiscal years (from October to September) after completion of the services.
- I. §287.135, F.S., prohibits agencies from contracting with companies for goods or services that are on the Scrutinized Companies that Boycott Israel List, or with companies that are engaged in a boycott of Israel, and from contracting with companies for goods or services of \$1,000,000 or more that are on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or are engaged in business operations in Cuba or Syria. The lists are created pursuant to §215.473 and §215.4725, F.S. Contractor certifies that it is not listed on the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, and is

**EMERGENCY
TERM CONTRACT FOR
TELEPHONE ANSWERING SERVICES**

not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria, and understands that pursuant to §287.135, F.S., the submission of a false certification may subject Contractor to civil penalties, attorney's fees, and/or costs. In accordance with §287.135, F.S., the County may terminate this Contract if a false certification has been made, or the Contractor is subsequently placed on any of these lists, or engages in a boycott of Israel or is engaged in business operations in Cuba or Syria.

- J. The Contractor shall notify the County's Administrative Agent at least one (1) day in advance of any meeting between the Contractor and any County Commissioner, regulatory agency or private citizen related to this Term Contract.
- K. The Contractor is, and shall be, in the performance of all work, services and activities under this Term Contract, an independent contractor. Contractor is not an employee, agent or servant of County and shall not represent itself as such. All persons engaged in any work or services performed pursuant to this Term Contract shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees of the County. The Contractor shall be solely responsible for providing benefits and insurance to its employees.
- L. The Contractor shall be responsible for compliance with Exhibit D, Federal Grant Requirements 2 CFR Part 200 Appendix II Contract Provisions, attached hereto and incorporated herein.

IX. FORCE MAJEURE

The Contractor specifically agrees that all work performed under the terms and conditions of this Term Contract shall be completed within the time limits as set forth herein, or as otherwise identified in the County's purchase order or specified by the County's Administrative Agent, subject only to delays caused by force majeure, or as otherwise defined herein. "Force majeure" shall be deemed to be any cause affecting the performance of this Term Contract arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of the parties.

X. OBLIGATIONS OF COUNTY

- A. The County's Administrative Agent is designated to do all things necessary to properly administer the terms and conditions of this Term Contract, including, but not limited to:

**EMERGENCY
TERM CONTRACT FOR
TELEPHONE ANSWERING SERVICES**

1. Review of all Contractor payment requests for approval or rejection.
 2. Periodic reviews of the work of the Contractor as necessary for the completion of the Contractor's services during the period of this Term Contract.
- B. The County shall not provide any services to the Contractor in connection with any claim brought on behalf of or against the Contractor.

XI. TERMINATION

- A. The County shall have the right at any time upon five (5) calendar days' written notice to the Contractor to terminate the services of the Contractor. The County shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- B. Any failure of the Contractor to satisfy the requirements of this Term Contract, as documented by the Administrative Agent, shall be considered a default of the Term Contract and sufficient reason for termination. The Contractor shall be notified in writing by the County and, within the time period specified by the County, shall cure such default, or if acceptable to the Administrative Agent, propose a plan for curing such default. If the Contractor fails to cure such default within the notice period, the Term Contract shall immediately terminate. Notwithstanding the foregoing, in the event the default is not curable (as determined by the County), notice of the termination date shall be given as deemed appropriate by the County.
- C. In the event the County's termination of this Term Contract for default is in any way deficient, at the option of the County such termination shall be deemed to be a termination for convenience pursuant to Section XI.A. above.
- D. The parties may mutually agree to terminate this Term Contract. Such termination shall be evidenced by a notice issued by the County. The County shall pay to the Contractor and the Contractor shall accept as full payment for its services, a sum of money equal to the work completed in any commenced but incomplete services.
- E. In the event that the Contractor has abandoned performance under this Term Contract, then the County may terminate this Term Contract upon three (3) calendar days' written notice to the Contractor indicating its intention to do so. Payment for work performed prior to the Contractor's abandonment shall be as stated above.
- F. The Contractor shall have the right to terminate services only in the event of the County failing to pay the Contractor's properly documented and

**EMERGENCY
TERM CONTRACT FOR
TELEPHONE ANSWERING SERVICES**

submitted invoice within ninety (90) calendar days of the approval by the County's Administrative Agent.

- G. The County reserves the right to terminate and cancel this Term Contract in the event the Contractor shall be placed in either voluntary or involuntary bankruptcy or an assignment be made for the benefit of creditors.

XII. DISPUTE RESOLUTION

- A. To the extent Chapter 558, F.S. is applicable, the parties expressly opt out of the requirements of Chapter 558, F.S., within the meaning of §558.005(1), F.S.
- B. In the event of a dispute or claim arising out of this Term Contract, the parties agree first to try in good faith to settle the dispute by direct discussion. If this is unsuccessful, the parties may enter into mediation in Sarasota County, Florida, with the parties sharing equally in the cost of such mediation.
- C. In the event mediation, if attempted, is unsuccessful in resolving a dispute, the parties may proceed to litigation as set forth below.
- D. Any dispute, action or proceeding arising out of or related to this Term Contract will be exclusively commenced in the state courts of Sarasota County, Florida, or where proper subject matter jurisdiction exists in the United States District Court for the Middle District of Florida. Each party irrevocably submits and waives any objections to the exclusive personal jurisdiction and venue of such courts, including any objection based on forum non conveniens.
- E. The parties hereby waive all rights to trial by jury for any litigation concerning this Term Contract.
- F. This Term Contract and the rights and obligations of the parties shall be governed by the laws of the State of Florida without regard to its conflict of laws principles.
- G. Unless otherwise agreed in writing, the Contractor shall be required to continue its services and all other obligations under this Term Contract during the pendency of claim or dispute including, but not limited to, actual period of mediation or judicial proceedings.

XIII. STOP WORK ORDER

The County's Administrative Agent may at any time, by written order to the Contractor, require the Contractor to stop all or any part of the work called for by this Term Contract. Any order shall be identified specifically as a stop work

**EMERGENCY
TERM CONTRACT FOR
TELEPHONE ANSWERING SERVICES**

order issued pursuant to this clause. This order shall be effective as of the date the order is delivered to the Contractor. Upon receipt of such an order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The Contractor shall not resume work unless specifically so directed in writing by the County. The Administrative Agent shall take one of the following actions:

1. Cancel the stop work order; or
2. Terminate the work covered by the order; or
3. Terminate the Term Contract in accordance with provisions contained in Section XI.A.

In the event the County determines to not direct the Contractor to resume work, the stop work order may be converted into a notice of termination for convenience pursuant to Section XI.A. The notice period for such termination shall be deemed to commence on the date of issuance of the stop work order. In the event the County does not direct the Contractor to resume work within ninety (90) days, the Contractor may terminate this Term Contract.

XIV. PUBLIC RECORDS

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Sarasota County
Public Records office
1660 Ringling Blvd.
Sarasota, FL 34236**

**Phone: 941-861-5886
Email: publicrecords@scgov.net**

XV. MISCELLANEOUS

- A. This Term Contract constitutes the sole and complete understanding between the parties and supersedes all other contracts between them, whether oral or written with respect to the subject matter. No amendment,

**EMERGENCY
TERM CONTRACT FOR
TELEPHONE ANSWERING SERVICES**

change or addendum to this Term Contract is enforceable unless agreed to in writing by both parties and incorporated into this Term Contract.

- B. Time is of the essence with regard to each and every aspect of the Contractor's performance under this Term Contract.
- C. The language of this Term Contract shall be construed, in all cases, according to its fair meaning and not for or against any party hereto.
- D. The parties hereto do not intend nor shall this Term Contract be construed to grant any rights, privileges or interest to any third party.
- E. The Contractor shall not assign any interest in this Term Contract and shall not transfer any interest in same (whether by assignment or novation) without the prior written consent of the County, except that claims for the money due or to become due to the Contractor from the County under this Term Contract may be assigned to a financial institution or to a trustee in bankruptcy without such approval from the County. Notice of any such transfer or assignment due to bankruptcy shall be promptly given to the County.
- F. The exercise by either party of any rights or remedies provided herein shall not constitute a waiver of any other rights or remedies available under this Term Contract or any applicable law.
- G. If any term, condition, or covenant of this Term Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Term Contract shall be valid and binding on each party.
- H. The parties covenant and agree that each is duly authorized to enter into and perform this Term Contract and those executing this Term Contract have all requisite power and authority to bind the parties.
- I. Neither the County's review, approval or acceptance of, nor payment for, the services required under this Term Contract shall be construed to operate as a waiver of any rights under this Term Contract or of any cause of action arising out of the performance of this Term Contract.
- J. The rights and remedies of the County provided for under this Term Contract are in addition to any other rights and remedies provided by law.
- K. If the Contractor is comprised of more than one legal entity, each entity shall be jointly and severally liable hereunder.

**EXHIBIT A
SCOPE OF SERVICES**

I. Contractor Responsibilities

- A. Contractor shall provide all labor, materials, and equipment to answer incoming telephone calls for Sarasota County's CARES HELPLINE, a dedicated telephone line to answer inquiries concerning the County's Coronavirus Relief Fund (CRF) Programs, established under the Coronavirus Aid, Relief, and Economic Security (CARES) Act, from 8:00 AM – 7:00 PM, Eastern Standard Time, Monday through Saturday throughout the Term.
- B. The Contractor should provide professional, courteous, and trained personnel to provide the services for this Term Contract. The County Administrator or designee may from call the helpline to test customer service performance by Contractor's personnel. The County will identify the call as a "test call" at the end of the conversation before the call is disconnected.
- C. The Contractor shall have adequate workforce capable of meeting all service requirements herein to timely, politely, and accurately answer callers. Staffing numbers need to be scalable (up and down) to meet the call volume based on call times and daily call counts, as determined by the County.
- D. The Contractor shall have access to Spanish interpreter services to speak with non-English speaking callers, this service shall be provided as part of this Term Contract at no cost to the County.
- E. The Contractor shall be able to queue calls, placing incoming calls on hold in line to be answered if all extension personnel are busy with other callers, as call demand requires.
- F. The Contractor shall have the ability for the Contractor or County personnel to voice record messages and greetings on phone systems to get hold, outage, emergency or other information to callers prior to the call reaching the call taker.
- G. The Contractor shall have a redundancy plan to ensure that there is minimal interruption of service in the case of equipment failure, power outages, natural disasters, or other catastrophic events outside of the Contractor's control.

II. Telephone Answering Service Procedures

- A. The County has established a telephone number for the CRF Programs, 941-861-CARE(2273). This number will be routed to the answering service telephone number provided by the Contractor.

**EXHIBIT A
SCOPE OF SERVICES**

- B. The Contractor shall answer each phone line using the greeting: "Thank you for calling Sarasota County CARES HELPLINE, how may I help you?" in a friendly, courteous manner.
- C. If the Contractor receives non-CARES ACT related calls, the Contractor shall refer that caller to 941-861-5000, if appropriate, keeping in mind that the County's hours of operation for answering that line are 8:00 am – 5:00pm, Eastern Standard Time, Monday through Friday, national holidays excluded. The County will provide the Contractor with other escalation procedures once established by the County.
- D. If the caller is reporting or describing an emergency needing immediate assistance, Contractors' personnel are to immediately advise the caller to hang up and dial 911.
- E. The types of CARES Act CRF Program questions the Contractor can be expected to receive for this Term Contract, include but are not limited to:
 - i. General inquiries from individuals, businesses, and non-profits about the Sarasota County's CARES ACT, CRF Programs;
 - ii. Questions about who is eligible to receive CRF Program funding (participant eligibility criteria);
 - iii. Questions about what particular expenditures are eligible for funding under the CRF Programs;
 - iv. Inquiries concerning CRF Program timelines; such as how long does it take to complete an application, receive a response to a funding request, receive actual funds (if awarded), and the like;
 - v. Requests for application status updates for which the County will provide answers and scripts to Contractors' personnel to assist in answering these questions.
 - vi. Questions about where information and applications can be found online such that Contractor's staff can direct callers to the County's Program website address of www.scgov.net/cares;
 - vii. Requests for high-level first-steps and general instructions on how to access, begin, and fill-out CRF Program applications and documents, for which the County will provide Contractor's call takers written training materials.
 - viii. Answering callers' need for additional help and resources locally, such as in-person availability at the Sarasota County Public Libraries, local non-profit organizations and business organizations (List of locations, contact information, and addresses to be provided to the Contractor by the County).
- F. An escalation process will be developed by the County and provided to the Contractor. The Contractor's agents shall be required to email a form containing contact information for a call back from a County CARES ambassador.

**EXHIBIT A
SCOPE OF SERVICES**

- G. The Contractor may also be required to call back individuals if answers related to the County's CRF Programs are not immediately available per the County's request and outlined instructions.
- H. The Contractor shall collect and report the following call data daily:
- i. Number of calls by zip code;
 - ii. Total Call Counts;
 - iii. List of Top 5 (most frequently repeated) Call Topics of the Day;
 - iv. Daily average call hold times (expressed in whole seconds); and
 - v. Number of calls for information on or assistance with:
 - a. the CRF Individual Assistance Program,
 - b. the CRF Small Business/Non-profit Assistance,
 - c. Other non-CRF Program-related inquiries (General County services); and
 - d. "Other" calls not related to any of the above-listed (a-c) categories.

The Contractor shall send these daily reports by 8:00 am, Eastern Standard Time, the following business day via email to both:

Wayne Applebee at wapplebee@scgov.net and
Dan Wuethrich at dwuethri@scgov.net.

(END EXHIBIT A)

**EXHIBIT C
INSURANCE REQUIREMENTS**

For purposes of this Exhibit C, the terms "Vendor," "Contractor" and "Consultant" shall be interchangeable and the terms "Contract," "Term Contract" and "Agreement" shall be interchangeable.

CONTRACTOR'S INSURANCE

Contractor shall, on a primary basis and at its sole expense, maintain in full force and effect, at all times during the life of this Contract, insurance coverage (including endorsements) and limits as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Contractor, are not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under this Contract.

Insurance requirements itemized in this Contract and required of the Contractor shall extend to all subcontractors to cover their operations performed under this Contract. The Contractor shall be responsible for any modifications, deviations, or omissions in these insurance requirements as they apply to subcontractors.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VII or better.

Each insurance policy required by this Contract shall apply separately to each insured against whom claim is made and suit is brought, except with respect to limits of the insurer's liability.

The Contractor shall be solely responsible for payment of all premiums for insurance contributing to the satisfaction of this Contract and shall be solely responsible for the payment of all deductibles and retentions to which such policies are subject.

Contractor shall furnish Certificates of Insurance to the County Administrative Agent evidencing the types and amounts of coverage, including endorsements, required by this Contract prior to commencement of work and prior to expiration of the insurance contract, when applicable. Such Certificate(s) of Insurance shall, to the extent allowable by the insurer, include a minimum thirty (30) day notice of cancellation (10 days for non-payment of premium) or non-renewal of coverage. Notwithstanding these notification requirements, the Contractor will be required to provide County with 5 day prior written notice of any policy cancellation or non-renewal.

The County reserves the right to review, modify, reject, or accept any required policies of insurance, including limits, coverage, or endorsements, herein from time to time throughout the term of this Contract. County reserves the right, but not the obligation, to review and reject any insurer providing coverage due to its poor financial condition or failure to operate legally.

A. WORKERS' COMPENSATION: Contractor agrees to maintain Workers' Compensation insurance in accordance with Florida Statutes, Chapter 440. Employers Liability to be included with a minimum limit of \$500,000 per

**EXHIBIT C
INSURANCE REQUIREMENTS**

accident/per disease/per employee. If work is to be performed over or adjacent to navigable water and involves maritime exposure, applicable LHWCA, Jones Act, or other maritime law coverage shall be included.

In the event the Contractor has "leased" employees, the Contractor or the employee leasing company must provide evidence of a Workers' Compensation policy for all personnel on the worksite.

B. COMMERCIAL GENERAL LIABILITY: Contractor agrees to maintain Commercial General Liability per ISO form CG0001 or its equivalent, including but not limited to coverage for premises and operations, personal injury, products & completed operations, liability assumed under an insured contract, and independent contractors with limits of not less than \$500,000 each occurrence, \$1,000,000 aggregate covering all work performed under this contract. There shall be no exclusions for explosion, collapse and underground hazards.

Contractor agrees to endorse **Sarasota County Government** as an additional insured on the Commercial General Liability coverage.

**EXHIBIT D
GRANT REQUIREMENTS
CONTRACT PROVISIONS**

(1) Compliance with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Violations must be reported to the Federal awarding agency and the Regional office of the Environmental Protection Agency (EPA). **(Contracts, subcontracts, and subgrants of amounts in excess of \$150,000)**

(2) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. **SEPARATE CERTIFICATION DOCUMENT ATTACHED AND INCORPORATED HEREIN AS ATTACHMENT 1.**

(3) Compliance with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. **SEPARATE CERTIFICATION DOCUMENT ATTACHED AND INCORPORATED HEREIN AS ATTACHMENT 2.**

(4) Access by the State of Florida, the County, the, the US Treasury Department, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

(5) No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(6) Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. §200.321

(a) The prime contractor, if subcontracts are to be let, must take all necessary affirmative steps and document as such, to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(b) Affirmative steps must include:

**EXHIBIT D
GRANT REQUIREMENTS
CONTRACT PROVISIONS**

- (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.
- (6) Contractor, if subcontracts are to be let, must take the affirmative steps listed in paragraphs (1) through (5) of this section
- (7) The Contractor shall maintain all books, records, accounts, and reports required under this contract for a period of not less than five (5) years after the final closeout of grant award by the Florida Division of Emergency Management (FDEM) except in the event of litigation or settlement of claims arising from the performance of this contract, in which case records shall be maintained until the disposition of all such litigation, appeals, claims or exceptions related thereto. Contractors will require its subcontractors of all tiers to retain, and provide readily accessible records related in whole or in part to the contract, including but not limited to, data, documents, reports, statistics, sub-agreements, leases, subcontracts, arrangements, other third party agreements of any type, and supporting materials related to those records.

*End of McGhee & Associates Parts 1 & 2 Technical Proposal for Option 3 – Contract Tracing
and Vaccine Helpline Services for the State of Nebraska Purchasing Bureau.*

Part 3 - Cost Proposal for Option 3: Contact Tracing and Vaccine Helpline Services Part 3 - RFP# 6499 Z1



Submitted to:

**State of Nebraska
State Purchasing Bureau (SPB)**

1526 K Street, Suite 130
Lincoln, NE 68508

RFP#: 6499 Z1

April 26, 2021

Contact Tracing and Vaccine Helpline Services in Response to COVID-19



McGhee and Associates, LLC

Authorized Signatory:

Kimberly McGhee

Kimberly McGhee, CEO

kimberly@mcgheeandassociates.com

Office: 785-375-1257

Offered by:

McGhee & Associates, LLC

2791 Culloden Avenue
Henderson, NV 89044

EIN: 46-4180806

Certified: M/WBE

PART 3 – COST PROPOSAL/PRICING

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

Bidder Name: McGhee & Associates, LLC

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	\$26.50	\$26.50	\$26.50	\$26.50

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	\$20.87	\$20.87	\$20.87	\$20.87

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

	Initial Term	Renewal 1	Renewal 2	Renewal 3
Monthly Rate	\$451,200.00	\$451,200.00	\$451,200.00	\$451,200.00

*End of McGhee & Associates Part 3 – Cost Proposal for Option 3 – Contract Tracing and
Vaccine Helpline Services for the State of Nebraska Purchasing Bureau.*