

# State of Nebraska

Contact Tracing RFP Number 6499 Z1

Due April 26, 2021 Proposal Validity 90 Days

Rachael S. Costly CEO Queen of Safety Supply Co., LLC (281) 677-8155 govcon@queenofsafety.com







April 26, 2021

Ms. Connie Heinrichs and Annette Walton State of Nebraska State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508

Subject: Queen of Safety Proposal - Contact Tracing

Reference: RFP Number 6499 Z1

Enclosed please find our response to your request for proposal. We appreciate the opportunity to submit our call center capabilities, to deliver flawless and seamless contact tracing call center services for COVID related services. Queen of Safety and its partnership with DialAmerica, is uniquely positioned to enhance your call center experience to assist with notifications to recipients diagnosed with COVID-19 or who have been potentially exposed to COVID-19. We offer a robust 63-year history of supporting highly respected US organizations with the utmost quality and compliance and currently administer outbound call center services for 25% of the leading health plan corporations with HIPAA/CMS compliance.

Our team differentiates ourselves in the call center industry by offering a wide range of experience implementing large-scale consumer interaction programs and we pride ourselves on the ability to deliver our customized solutions. DialAmerica's SmartRamp<sup>SM</sup> and FlexForce<sup>SM</sup> strategies provide faster deployment, consistent quality training, and ultimately better care of your valued residents.

We are committed to providing the State of Nebraska with knowledgeable personnel; compliant solutions; and the right systems, with processes and facilities to grow with your needs.

Queen of Safety offers competitive rates designed to deliver the lowest cost-per-transaction, based on our proven efficiencies developed over six decades. Our hourly rates are firm and fixed. In addition, Queen of Safety is committed to exceeding your expectations through teamwork, innovation, and industry leadership. We believe these attributes are important factors to consider. After all, in many ways, the solution is inseparable from the supplier.

Our solutions are engineered to deliver unparalleled service for the State of Nebraska. A careful review of our submission will quickly establish Queen of Safety and DialAmerica as the solid choice for outbound call center solutions. We look forward to doing great things together.

Sincerely,

Rachael S. Costly CEO Queen of Safety Supply Co., LLC (281) 677-8155





## **Technical Proposal**

Solicitation RFP Number 6499 Z1

Submittal Date: April 26, 2021

Queen of Safety Supply Co. Incorporated: Texas Corporation Type: LLC EIN: 82-5309384 DUNS: 845341283 Cage Code: 88YZ5

# TABLE OF CONTENTSTechnical – OPTION 1

TAB 1: RFP Section II – Terms and Conditions TAB 2: RFP Section III – Contractor Duties TAB 3: RFP Section IV - Payment TAB 4: RFP Section V – Project Requirements

SUB-TAB 4.1 – Option 1: Contact Tracing

TAB 5: RFP Section VI – Corporate Overview TAB 6: RFP Form A – Bidder Point of Contact TAB 7: RFP Contractual Service Form TAB 8: Addendum Acknowledgement

### **TAB 1**

### **RFP Section II – 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 provide 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:
RSC			

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

- 1. Request for Proposal and Addenda;
- **2.** Amendments to the solicitation;
- **3.** Questions and Answers;
- 4. Contractor's proposal (Contractor's response to the solicitation and properly submitted documents); and
- 5.
- 6. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

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

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

#### B. NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
RSC			Rachael S. Costly (281) 677-8155

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:
RSC			

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:
RSC			

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:
RSC			

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:
RSC			

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:
RSC			

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:
RSC			

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:
RSC			

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:
RSC			

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:
RSC			

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:
RSC			

#### 1. GENERAL

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

#### 2. INTELLECTUAL PROPERTY

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

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

#### 3. PERSONNEL

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

#### 4. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§

81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

#### 5. ALL REMEDIES AT LAW

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

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

#### N. ATTORNEY'S FEES

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

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:
RSC			

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:
RSC			

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:
RSC			

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:
RSC			

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:
RSC			

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:
RSC			

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:
RSC			

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

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

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

### **TAB 2**

### **RFP Section III – Contractor Duties**

#### III. CONTRACTOR DUTIES

#### A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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:
RSC			

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 <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>
- 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:
RSC			

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:
RSC			

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:
RSC			

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:
RSC			

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

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

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

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

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

#### 1. WORKERS' COMPENSATION INSURANCE

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

### 2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

REQUIRED INSURANCE COVERAGE			
General Aggregate	\$2,000,000		
Products/Completed Operations	\$2,000,000		
Aggregate	+ /		
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		
If higher limits are required, the Umbrella/Excess L	iability limits are allowed to satisfy the higher limit.		
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	\$3,000,000		
of Service, Remediation, Fines and			
Penalties			
MANDATORY COI SUBROGATION WAIVER LANG			
	de a waiver of subrogation in favor of the State of		
Nebraska."			
MANDATORY COI LIABILITY WAIVER LANGUAGE			
	I Automobile Liability policies shall name the State of		
	policies shall be primary and any insurance or self-		
insurance carried by the State shall be consi insured."	dered secondary and non-contributory as additionally		

#### 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:
RSC			

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:
RSC			

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:
RSC			

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:
RSC			

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 <u>http://nitc.nebraska.gov/standards/2-201.html</u> 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:
RSC			

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:
RSC			

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:
RSC			

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.

# TAB 3

# **RFP Section IV - Payment**

#### IV. PAYMENT

#### A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

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

#### B. TAXES (Statutory)

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

#### C. LATE PAYMENT (Statutory)

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

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

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

#### E. RIGHT TO AUDIT (First Paragraph is Statutory)

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. §84-304 et seq.) The State may audit and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information. 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:
RSC			

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:
RSC			

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:
RSC			

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.

### **TAB 4**

# RFP Section V – Project Requirements <u>SUB-TAB 4.1</u> – Option 1: Contact Tracing

# SUB-TAB 4.1

**Option 1: Contact Tracing** 

#### **PERFORMANCE REQUIREMENTS – OPTION 1 - CONTACT TRACING**

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

**Queen of Safety** understands the high level of importance of adhering to the State of Nebraska's performance requirements for contract tracing efforts. Through our partnership, we currently provide similar outbound calling and additional multi-contact channel services to over two (2) dozen highly respected organizations in the U.S. We can effectively call individuals from our Omaha, NE call center within eight (8) Business Hours of the State assigning the contact to our company, in the System. If the call is not a Completed Call, we have the capability to make at least five (5) subsequent attempts to call the individual as stipulated by the State training guide.

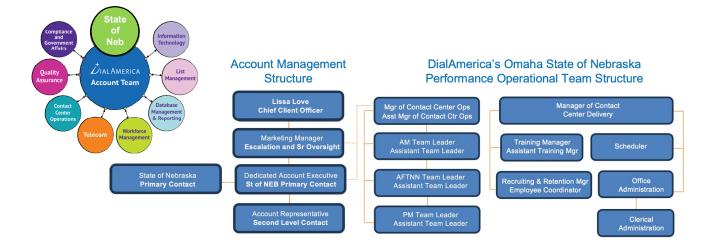
**Queen of Safety's** Account Management team will be the leaders of the contact tracing implementation and we will use our onboarding specification workbook to ensure all transition areas are identified with critical items called out to ensure we hit all necessary deadlines.

- Queen of Safety's Contact Tracing task force team lead by the dedicated account executive will work with our technology team to place *flags* into our systems to ensure operations effectively receives notices in a timely manner, and thus deliver the information to the operations floor. Our Genesys Purecloud multi- channel platform is set up perfectly for this requirement and provides flexibility and customization.
- Any subsequent attempt to call an individual whom Contractor was unable to reach must be no less than 30 (thirty) minutes after the most recent attempt unless otherwise stipulated by the State training guide. Although in no way a limitation of the foregoing, Contractor shall otherwise use reasonable discretion and best efforts to call an individual if given information about the best time to make a subsequent call.
- Any corrective action plans that are needed will also be prepared by a dedicated account management team. The Account Executive and the Center Manager are in sync on a program's objectives, status, and performance at any given moment. The account team accesses real- time reporting management tools and is always aware of program performance results.

#### **Dedicated Account Management:**

Our Account Management team is a multi-faceted group led by a primary State of Nebraska contact who is fully charged with the success of carrying out the State of Nebraska's contact tracing call center support. The account team works proactively in partnership with our call center operations teams to optimize quality performance, resolve any challenges and provide proactive feedback to you.

The chart and illustration below provides more specificity to how Account Management teams will carry out the state of Nebraska's performance requirements:



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

**Queen of Safety** supplies English support primarily to our clients, however we also provide bi-lingual Spanish and other language support services to approximately 12% of our outreach services. To optimize performance for the State of Nebraska, we would partner with LanguageLine for any language barriers. We have delivered solutions for our clients in partnership with LanguageLine for more than ten (10) years. It provides on-demand and onsite language interpretation and document translation services for healthcare organizations, courts, schools and businesses in over 240 languages.

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

Protecting the health and personal information of individuals is of the utmost importance to Queen of Safety. Including our partnerships, we have a long history of ensuring compliance and have had zero breaches or security incidents to report.

**Queen of Safety** provides support to 25% of health plan providers in the US with HIPAA / CMS compliance. Our HIPAA and HITECH training utilizes all client provided materials, schedules, and systems (when available). **Queen of Safety** also utilizes client-provided Conflict of Interest forms. If client provided training materials are not available, Our compliance training and healthcare training suite will be used along with the State of Nebraska training modules which are followed by an online quiz and, if needed, additional training for anyone who has difficulty in specific areas.

**Queen of Safety's** employees and partners understand that their actions are crucial for preventing the spread of viruses and we have the resources, core processes and technologies to deploy rapidly. All healthcare agents review and electronically sign the code of conduct, known as the Standards of Excellence (SOE). All compliance training modules and Agent signature documents are distributed electronically via our proprietary AXIS<sup>SM</sup> Employee Management System (EMS). All documents clearly state that any violations of the policies and procedures covered in compliance training will result in disciplinary action, up to and including termination.

# 4. Describe your staffing availability, including whether you can meet the required hours specified in Section V.C.3. Provide the maximum number of contact tracers that can be provided, and the timeframe additional contact tracers can be on-boarded.

Based upon receiving the forecasted number of agents available, we can appropriately staff without sacrificing service levels and can rapidly assign additional resources, as needed, for contact tracing efforts. We have facilitated call center operational needs similar to the State of Nebraska's for many of our longstanding clients.

#### FlexForce<sup>SM</sup> Rapid Staffing Workforce Management:

**Queen of Safety** engages a customized and proprietary staffing solution we developed called *FlexForce*. The art and science behind FlexForce combines highly-skilled agents who work variable schedules with meticulous workforce optimization. FlexForce is a perfect resource to help us meet the State of Nebraska's staffing request of up to 1,000 agents, as well as it allows us to ramp more rapidly than our competitors.

Here are a few of the significant advantages FlexForce provides:

- + Workforce scheduling is more efficient: Having a large roster of available FlexForce agents provides an advantage toscheduling the best talent at the right times
- + The FlexForce agent talent pool is wider and deeper: Our FlexForce agents come from all backgrounds and skillsets. They're veterans transitioning into the civilian workforce, stay-at-home parents contributing to the family finances, and more.
- FlexForce agents reduce call center expenses: DialAmerica's FlexForce agents who are scheduled for less than 40 hours per week are able to work additional unscheduled hours when necessary without triggering overtime rates.

Depending upon the State of Nebraska's needs and whether we have the approval to expand to our FlexForce model which would include additional facilities and remote-work agents (if permitted), we would be able to rapidly deploy up to 1,000 agents in less than one week.

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

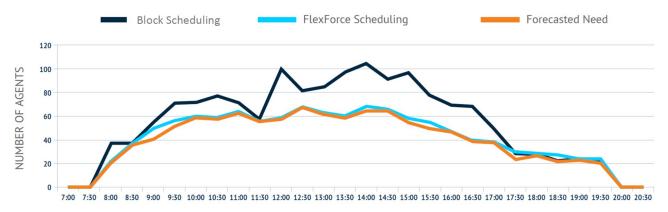
#### Approach:

**Queen of Safety** can quickly pivot and adjust to any ebbs and flows in contact tracing volume and other changing conditions. With more than 60 years of proven experience managing complex customer engagement and customer experience programs, we realized that effective call center workforce management requires constant attention and the ability to adjust to changing conditions quickly.

That's why we created FlexForce, combined with our technology suite provides the State of Nebraska with a contact tracing arm they can rely on.

In one example, as shown in the graph below, we were able to maintain an agile workforce, while also surpassing the client's performance requirements. Our Company was engaged to handle 44,000 calls for our client over an eightweek period for a large Health Care industry client who was encountering peak volume coming over a two-week period. The goals were to answer 90% of the calls within 30 seconds, abandon less than 5% of the calls, and achieve an occupancy level of 72%. The client also expected that only block-scheduling of agents would be used.

Using a FlexForce agent scheduling process, we surpassed the client's goals with 15% fewer production hours for the campaign than if only 8-hour blocked scheduling had been used. The client's savings of nearly 5,000 production hours was due to better schedule efficiency. The FlexForce agent scheduling process limits the deviation from the required staffing based on the call delivery pattern by utilizing multiple shift options over the course of the day versus the standard eight-hour shift. This results in a higher agent occupancy level and a better ROI for the client. The example below illustrates the amount of inefficient time created by an eight-hour schedule in a typical day for the client's forecast.



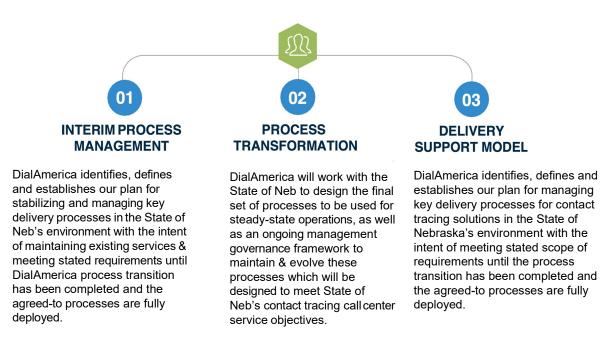
#### TIME OF DAY

Our partnership uses NICE in Contact WFM version 2 software platform for both our forecasting and scheduling requirements. Once the inter/intraday call volume forecast has been created, a *requirements-run* is generated through the inContact/ac<sup>2</sup> platform which determines the required staffing levels needed to meet the KPIs. After the requirements run is completed, a scheduling-run is processed. At this step we factor in shrinkage, both planned and unplanned, to create the weekly agent schedules.

Our Capacity planning process is done at the enterprise level and we use a rolling three month forecast in order to effectively plan the capacity demands in our contact centers. In this process we factor in the weekly attrition rate and length of the initial agent training to determine our hiring requirements for the future. Using the agreed-upon agent hiring requirements, it is then allocated to the contact centers. If a longer-term call forecast is available, we will extend our capacity planning window to the length of the forecast.

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

Given the scope of services deliverable, in the State of Nebraska's desired timeline, our partnership team will work closely with your team on the following key steps:



#### SmartRamp<sup>SM</sup> System

DialAmerica's SmartRamp<sup>SM</sup> structure for implementations involves the following six (6) steps which are followed to ensure on- time, flawless execution of contact tracing efforts for the State of Nebraska:



Our goal is to exceed the State of Nebraska's expectations every time and we leave nothing to chance. We will work with you to complete our New Program Integration Workbook, a comprehensive method to identify all the requirements and specifications needed for a successful program launch. We cover all aspects of a teleservices program including goals, incoming and outgoing files, system connectivity, data capture, workforce optimization, telco, compliance, call flow, and agent training and reporting.

The following two (2) pages details the timing and steps involved in the on-boarding process.

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

Our on site, in-house training department includes both a Training Manager and Training Delivery Support Personnel. Our trainer development program is modeled after effective new hire teacher training programs, to ensure that trainers are aware of the best tips and techniques to reach the varied styles of learners. Before our trainers can graduate an agent from the classroom to the incubation or A-bay period, they must pass a one-on-one certification with the trainer including all classroom requirements and a series of role-play scenarios.

We have an extensive history in training healthcare related campaigns for clients including a customized Medicare training program for licensed agents and we support 25% of health plan providers with HIPAA/CMS compliance. Our training includes a set of interactive E-learning modules followed by instructor-led review, group activities, and knowledge reinforcement during the remainder of training. All new hires are trained in our corporate Code of Conduct, Government Compliance and Information Security during the onboarding process.

#### **Training Methodology**

Our methods are all based upon Adult Learning Theory, where we involve the learners at every stage of the process and incorporate as much hands on training and ongoing professional development as possible. Ongoing training first occurs on the job during the incubation or A-bay period. Staff members monitor and work with the Trainees to improve their program knowledge, strategy adherence, and soft skills. Once agents graduate from A-bay and are fully integrated into the production environment, Agents receive side-by-side active coaching and individual development sessions that are designed to strengthen the Agent's expertise on the program. Agents also continue to receive training on program updates or to address knowledge gaps. Retraining may take place via self-led lessons delivered through our LMS or in a classroom environment. Agents must complete retraining in the healthcare suites annually.

#### **Customized Training**

We review the content provided by the State of Nebraska and determine how to train the agents in a way that makes the content and strategy most effective for our Agents to meet the client's specific business needs. We collaborate with the client to determine the specifics of information and process, and we develop customized modules that house that information in a format consistent with our training philosophies, such as customizing the content to adhere to best practice adult learning methods, including hands on activities, methods for varied learning styles, review and assessments. Custom modules include Client Branding, Plan Information, Sales Strategy, Systems Training and others as determined by need.

#### **On-Boarding**

At **Queen of Safety**, project on-boarding and training integration is a hallmark of our Account Management teams. We have an exemplary history of seamlessly integrating a client into our system, and us into a client's system. The key to integration excellence is communication, attention to detail, relentless follow-up and a dedication to end-to-end testing. Our approach is the same for all programs, no matter how large or small.

The following two pages provide key on-boarding steps and activities to ensure a seamless process:

Implementation Timeline	Activities Involved
Day 1	Kick-off Meeting with the State of Nebraska – introduce key personnel. Receive the State of Nebraska's available training and scripting materials. Set up all necessary secure connections between the State of Nebraska and Queen of Safety so that all information can be shared securely. Conduct a discovery call to understand all important metrics/outcomes so that implementation can be customized around achieving those results.
Day 2	Establish Caller ID identified as coming from the "Nebraska COVID Response Team". Outbound calls will display a single phone number for an inbound line that individuals can use to callback; Place all necessary hardware orders (specifically telecommunications / data circuits etc.) for outbound contact tracing calls and live agent calls. Identify third-party suppliers' involvement (TTY deaf/hard of hearing services, language line, data warehouse, fulfillment, IVRU vendor, etc.), if required; Supply the State of Nebraska with all applicable questions that we will need answered to proceed with implementation; Conduct internal technical meeting to create a flow-chart design of how the program will work so that additional questions etc. canbe revealed and presented to the State of Nebraska.
Day 3	Supply version 1.0 of proposed contract; Receive all necessary info from the State of Nebraska that will enable staff to access systems needed to handle calls (web-based systems, data retrieval layouts, login info etc.)
Day 4	Conduct a project meeting with the State of Nebraska to discuss progress and address additional questions; Conduct a meeting to understand Quality Assurance guidelines; Identify reporting requirements
Day 5	Identify IVR requirements; Identify additional training materials needed
Day 6	Create first version of agent staffing needs; Conduct a project meeting with Customer to discuss progress and address additional questions. Supply any recommended contract revisions; Follow up on the status of all telecommunication routing/deployment etc. Conduct weekly internal technical meetings to discuss program design progress
Day 7	Conduct a project meeting with the State of Nebraska to discuss progress and address additional questions.
Day 8	Meet with QA staff to review quality guidelines; Conduct internal technical meeting to discuss program design progress; Ensure there is not any additional information needed from the State of Nebraska ; Refine workforce management tools/numbers as additional information/metrics are compiled
Day 9	Create necessary tests etc. for agents to be ready to exit training and begin to make and take contact tracing calls; Conduct a project meeting with the State of Nebraska to discuss progress and address additional questions; Present a sample report for approval.

Day 10	Present the State of Nebraska with working version of scripting/FAQ tools for approval; Observe the first working version of agent automation; Conduct internal technical meeting to discuss program design progress; Begin ongoing testing of all program connectivity and telecommunication; Finalize on-site visit for final testing and program launch
Day 11	Begin testing any necessary passing of data to and from Customer; Begin to make necessary adjustments to agent automation; Conduct a project meeting with Customer to discuss progress and address additional questions; Conduct an internal technical meeting to discuss program design progress; Continue testing all program connectivity and telecommunications; Secure Customer approval on scripting/reporting/II/RU items, etc; Finalize plan for end-to-end testing with the State of Nebraska; Set-Up 1 (800) call in numbers.
Day 12-15	Complete all end-to-end testing; Continue testing all telecommunication; Continue to make necessary adjustments to agent automation; Conduct project meeting with Customer to discuss progress and address additional questions; Final sign-off on all forecasting/staffing info; Miscellaneous – finalize all aspects of program implementation

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

**Queen of Safety's** reporting is 100% flexible. For the State of Nebraska, we can deliver any measurable call metric at any frequency and in any format desired, including on-line reporting with up-dates every 15 minutes All reports are custom designed for each client. All reports are custom designed for each client. Our reporting will include (but does not have to be limited to) the following:

 Number of calls per hour; Average talk time per call; Most frequently asked questions/topics of concern; Most frequently used resources; Number of voicemails left; Number repeat callers; Average wait time; Longest wait time; Number of call abandonments; and Longest and average wait time of abandonments.

#### Internal Reporting and Employee Management

Our AXIS<sup>SM</sup> Proprietary EMS is the first step to ensuring we hire and retain the *right fit* agents and continually manage agent teams effectively. It's also our approach to viewing performance reporting and other key employee metrics.

At our Company, "everything revolves around AXIS" – we created AXIS to improve every facet of the execution of client programs through the integration of several management systems. AXIS increases efficiency, allows quick, seamless communication throughout the company and leads to even more enhanced agent engagement as well as continuous process improvement on the State of Nebraska's behalf.



# 9. Describe how you would ensure that contact tracers will reflect the geographic and cultural diversity of the state. Describe how you would ensure proper geographic coverage in both more populated communities versus more rural locations.

Our long-standing call centers located throughout the heartland are, not surprisingly, most often the top performing centers among all client customer service programs. Throughout Nebraska, Illinois and Indiana, and even into Ohio, Our relentless drive to innovate – seeking excellence in all we do – begins with the core Nebraska-type values that create the groundwork for how we operate. These include:



Brand loyalty is the mark of an excellent interaction and we have extensive experience running programs that emphasize customer experience – the need to be concise and yet personable at the same time. Our Omaha facility has been a leading quality operation for DialAmerica's clients for more than 10 years. Our plan for the State of Nebraska's contact tracing support includes housing all 25 agents in one location – Omaha, to start.

In many cases, our centers are located just outside of populated communities and include employees from all walks of life including rural communities. This provides DialAmerica with the cultural diversity necessary to effectively communicate across a broad range of individuals. A careful review of our Omaha operation, our core processes, and accountable nature will quickly depict DialAmerica as the perfect fit for the State of Nebraska's contact tracing support requirements.

### **RFP Section VI – Corporate Overview**

### **CORPORATE OVERVIEW**

#### A. BIDDER IDENTIFICATION AND INFORMATION

Headquarters: Queen of Safety Supply Co., LLC 4626 N. Wayside Drive Houston, TX 77028

Business Type: LLC Incorporated: Texas

### **B. FINANCIAL STATEMENTS**

Queen of Safety is a privately held company Small Woman-owned business Average Annual Revenue: \$800,000 Cage Code 88YZ5 DUNS: 845341283

Queen of Safety was established in 2018, experienced with COVID testing and screening of veterans, contractors, and other personnel; and providing reports to the Department of Veterans Affairs; UV Robotics; we employ about 5,000 people nationwide. Our representatives take 250 million inbound and outbound calls annually and provide COVID results.

Queen of Safety Customer Base Includes: Department of Veterans Affairs State of Nevada State of California VA Health Eligibility Center Mid-America Regional Council USPFO for Texas HomeServe USA Healthfirst U.S. Bank NortonLifeLock Alliance Data Services

No such conditions is known to exist relative to judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of Queen of Safety Supply Co., LLC.

### C. YEARS IN BUSINESS

Queen of Safety Supply Co., LLC (3 years) with a combined experience of over 66 years

#### **D. CHANGE OF OWNERSHIP**

No changes in ownership

### **E. OFFICE LOCATION**

Call Center Location:

9770 Mockingbird Drive Omaha, NE 68127

### F. RELATIONSHIPS WITH THE STATE

Queen of Safety has no relation with the State

### G. BIDDER'S EMPLOYEE RELATIONS TO STATE

Our employees have no relation with the State

### H. CONTRACT PERFORMANCE

Queen of Safety Supply Co., LLC has not been terminated for default, terminated for convenience, non-performance, non-allocation of funds, or for any other reason.

### I. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

Queen of Safety's experience, commitment to quality and our tenured organization, continues to be the differentiator of why we have become the call center company of choice for so many leading organizations for the past six decades. Our specific experience in healthcare, identification security, warranty services and financial services support all our clients who demand the best in compliance and quality performance. We can provide the State of Nebraska with the right customized approach for Contract Tracing efforts based on our tremendous history supplying call center solutions for the following organizations listed below, along with support details and contact information:

Healthfirst 100 Church Street New York, NY 10007

Scope of Work: Medicare Advantage & Medicare Part D Member Services Support

Length of Relationship: 5 Years - 2015 to Present

Contact: Joemon P. Antony

Title: Director Vendor Partner Call Center Operations

Contact Numbers: (212) 801-1519 C: 347-439-7281 Email: Jantony@healthfirst.org

#### **HomeServe USA**

601 Merrit 7 Norwalk, CT 06851

Scope of Work: Inbound/Outbound Sales and Service

Length of relationship: 10 Years - 2010 to Present

Contact: Sandra Campos

Title: Outbound TM SR Manager

Contact Number: (203) 356-4226 Email: <u>Sandra.Campos@homeserveusa.com</u>

NortonLifeLock 60 E. Rio Salado Parkway Tempe, AZ 85281

Scope of Work: Inbound/Outbound Sales and Service

Length of Relationship: 7 Years - 2013 to Present

Contact: Claudia Duran

Title: Sr. Manager, Global Consumer Services

Contact Number: 480-457-2167 Email: <u>claudia.duran@nortonlifelock.com</u>

U.S. Bank 120 Gibraltar Road Horsham, PA 19044

Scope of Work: Inbound/Outbound Sales and Service

Length of Relationship: 16 Years -2004 to present

Contact: Mr. John Newman

Title: Inbound/Outbound Telemarketing Manager

Contact Number: (215) 328-4954 Email: john.newman@usbank.com

#### **Alliance Data Services**

Columbus, OH 43219

Scope of Work: Inbound/Outbound Sales and Service

Length of Relationship: 11 Years - 2009 to Present

Contact: Beth Beard

Title: Senior Manager/Client Sales Support

Contact Number: (614) 729-4670 Email: <u>beth.beard@alliancedata.com</u>

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

Clients rely on service providers for their in-depth knowledge, and select companies with proven experience. As a leader in the teleservices industry since 1957, the Queen of Safety's management team has a wealth of experience and knowledge unmatched by others. Our core team of leaders has hands on experience in every aspect of the business from sales to management to technology, assuring clients professional and customized service that brings dollars to their bottom lines.

### Our top-level executive team includes:

<u>Rachael S. Costly, CEO – Queen of Safety Supply Co., LLC. Rachael's</u> expertise, passion and core competencies involve Project/Logistics Management, Staffing, and Warehouse Management Systems. Rachael serves as the CEO and owner and has immense experience in leading a full spectrum of business operations within highly competitive environments. Ms. Costly is a highly organized, results-driven, motivated leader and is a U.S. Army Veteran - Fort Hood, Texas and served 8 years in the US Army in support of the Operation Iraqi Freedom and has been commended for her ability to establish a field Post Office under war-time conditions. Rachael is an expert in the master scheduling and requisitioning process, has formulated the set-up of CONUS/OCUNUS mobilization and organization of deliveries and receipt (both inbound and outbound) of goods for her command and other war-fighters.

<u>Christopher W. Conway, President and CEO</u>, joined DialAmerica in 1993 working in the Business Process Management Department. In 1997, he became an account executive in the Financial Services Division managing one of DialAmerica's largest clients. A year later, Mr. Conway became Director of Client Services for the Membership Services Division which grew to become the largest division within DialAmerica. Mr. Conway assumed responsibility for the Inbound & Interactive Services Division in 2000, recognizing this as an area of growth for the company. During his tenure in the Inbound & Interactive Services Division, there was over 200% growth in revenues and a significant diversification of the client base. In 2002, Mr. Conway was promoted to Vice President, in 2008 he was appointed Senior Vice President and then President and COO in 2014, and CEO in 2016. Mr. Conway is a Customer Operations Performance Center (COPC) Registered Coordinator. He earned his bachelor's degree in mathematics from Cornell University.

John Redinger, Senior Vice President, Chief Marketing Officer, joined the company in 1985. As Chief Marketing Officer he leads the new business development team. He is also the creative force behind DialAmerica's marketing campaigns. Previously, Mr. Redinger managed various contact centers and was responsible for developing and leading DialAmerica's Consumer Communications Division as vice president. Mr. Redinger has managed programs for a range of leading companies such as Verizon, AOL and AT&T. He is a member of the Professional Association for Customer Engagement and the Direct Marketing Association. Mr. Redinger earned his bachelor's degree in business administration from Ohio University.

Lissa Love, Chief Client Officer, As Chief Client Officer, Lissa is focused on ensuring client satisfaction, developing processes and tools for producing maximum value to all stakeholders, and leading an expansive team of dedicated client services professionals. Lissa joined DialAmerica in 1990. Starting her career in account management, she understands what it takes to provide **exceptional** service and has expertise in a variety of industries and verticals including Healthcare, Financial Services, Consumer Marketing and Membership Services. Lissa leads her team in managing all aspects of the client campaign journey including strategy development, resource deployment and performance metric assessment and all aspects of client relations. She received her BS in Marketing from Rutgers University, School of Business.

<u>Dina Ioppolo, Vice President, Client Services</u>, Dina joined DialAmerica in 1988. Over the years, she has advanced through our organization with positions of increased responsibility in the account management area including Account Representative, Account Executive, Account Manager, Director and now Vice President. She is responsible for enhancement programs, Heath Care and membership programs among others. She has particular expertise in data analysis and list segmentation.

<u>Norine Toomey, Senior Vice President, Chief Operations Officer</u> is a 30+ year veteran of DialAmerica. Her team is responsible for all aspects of recruiting, scheduling, training, and quality assurance. In addition her team is responsible for identifying strategies, processes and technologies for operations and account management to establish and strengthen the company's overall business direction. Previously Norine was VP of Contact Center Operations. She has had extensive experience in contact center leadership development and program management. Norine is a recognized expert in the area of building successful sales and marketing programs for the teleservices channel. Norine received her BS in Business Administration from Creighton University.

Dee Booth, Senior Vice President, Business & Processes Management, joined DialAmerica in 1988 in the Project Management area and quickly expanded her area of focus. Throughout her career, she has shown great ability to troubleshoot. Today, Dee is responsible for the assimilation of client projects into DialAmerica's infrastructure. She identifies the technology needed for each campaign as well as the departments needing involvement.

<u>Michael Bardwell, Senior Vice President, Chief Information Officer,</u> began his career with DialAmerica working as an agent in February 1993. Over the next 18 months, Michael served the company as a Sales Floor Supervisor, Shift Manager, Training Coordinator and Program Manager. In May 1994 Michael moved into his first IT position as Automation Systems Administrator. In June 1995 Michael assumed responsibility for all technology-related systems on the inbound side of DialAmerica. Today Michael oversees a staff of seventeen technicians, programmers and system administrators which maintain all ACD, IVR, Application Development, Database Administration, Reporting and Telecommunication functions 24/7/365 across multiple facilities. Michael was elected to the position of Chief Information Officer in March 2019. In this position, he is also responsible for overseeing the Database management area and Support Services. Michael holds a number of industry certifications as well as a Bachelor's Degree from the University of Georgia.

<u>Denis McHugh, Senior Vice President</u>, began his career with DialAmerica in 1980. Denis has worn many hats throughout his tenure with the company. In his current role, he oversees our workforce management department and plays a vital role in accomplishing the goals of our clients and our company.

### **RFP Form A – Bidder Point of Contact**

#### 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:	Queen of Safety Supply Co., LLC		
Bidder Address:	4626 N. Wayside Drive Houston, TC 77028		
Contact Person & Title:	Rachael S. Costly, CEO		
E-mail Address:	govcon@queenofsafety.com		
Telephone Number (Office):	(281) 677-8155		
Telephone Number (Cellular):	(2ਓ́) ЇÌÌË€Ì/		
Fax Number:	(832) 787-1218		

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:	Queen of Safety Supply Co.,	
Bidder Address:	4626 N. Wayside Drive Houston, TX 77028	
Contact Person & Title:	Rachael S. Costly, CEO	
E-mail Address:	govcon@queenofsafety.com	
Telephone Number (Office):	(281) 677-8155	
Telephone Number (Cellular):	(CCÍDÁÌÌÌĒÍ€IÌ/	
Fax Number:	(832) 787-1218	

**RFP Contractual Service Form** 

#### **REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM**

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance

BIDDER MUST COMPLETE THE FOLLOWING

with the procedures stated in this Solicitation, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder maintains a drug free work place.

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

<u>X\*</u> 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.

\*Queen of Safety's partner has a bona fide place of business in Nebraska

\_\_\_\_\_ 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

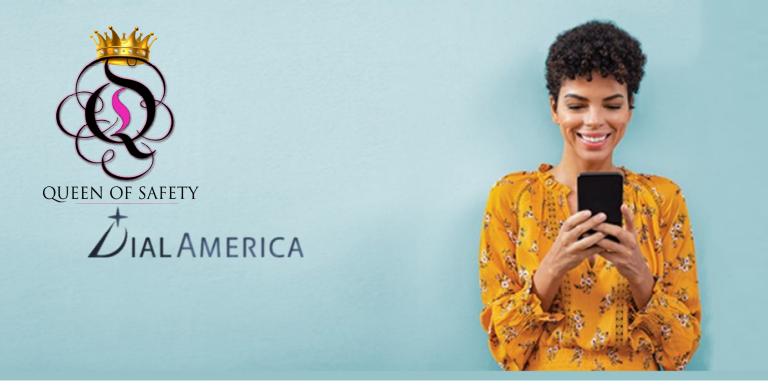
FIRM:	Queen of Safety Supply Co., LLC		
COMPLETE ADDRESS:	4626 N. Wayside Drive, Houston, TX 77028		
TELEPHONE NUMBER:	(281) 677-8155		
FAX NUMBER:	(832) 787-1218		
DATE:	April 15, 2021		
SIGNATURE:	Rachael Costly		
TYPED NAME & TITLE OF SIGNER:	Rachael S. Costly		

### Addendum Acknowledgement

### Addendum Acknowledgement

ACKNOWLEDGMENT OF ADDENDUMS: The offeror acknowledges receipt of amendments to the Solicitation numbered and dated as follows:

ADDENDUM NO	DATE
ONE	March 17, 2021
TWO	March 30, 2021
THREE	April 5, 2021
FOUR	April 6, 2021
FIVE	April 16, 2021
SIX	April 16, 2021
SEVEN	April 23, 2021



### **State of Nebraska** *Contact Tracing* – *Cost Proposal* RFP Number 6499 Z1

Due April 26, 2021 Proposal Validity 90 Days

Rachael S. Costly CEO Queen of Safety Supply Co., LLC (281) 677-8155 govcon@queenofsafety.com







April 26, 2021

Ms. Connie Heinrichs and Annette Walton State of Nebraska State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508

Subject: Queen of Safety Proposal - Contact Tracing – Cost Proposal

Reference: RFP Number 6499 Z1

Enclosed please find Queen of Safety's Cost Proposal in accordance with RFP Number 6499 Z1.

**Queen of Safety** offers competitive rates designed to deliver the lowest cost-per-transaction, based on our proven efficiencies developed over six decades. Our hourly rates are firm and fixed. In addition, **Queen of Safety** is committed to exceeding your expectations through teamwork, innovation, and industry leadership.

We believe these attributes are important factors to consider. After all, in many ways, the solution is inseparable from the supplier.

Sincerely,

DocuSigned by: Rachael Costly -562993B0BF734FA

Rachael S. Costly CEO Queen of Safety Supply Co., LLC (281) 677-8155





### **Cost Proposal**

Solicitation RFP Number 6499 Z1

Submittal Date: April 26, 2021

Queen of Safety Supply Co. Incorporated: Texas Corporation Type: LLC EIN: 82-5309384 DUNS: 845341283 Cage Code: 88YZ5

# TABLE OF CONTENTSCost – OPTION 1

**TAB 1: Cost Proposal Contact Tracing** 

### **Cost Proposal Contact Tracing**

### Cost Proposal RFP 6499 Z1 Option 1 - Contact Tracing Staffing

Bidder Name: \_\_\_\_Queen of Safety Supply Co., 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	\$ 55.00	\$ 52.50	\$ 51.50	\$ 50.00

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	\$ <sub>49.00</sub>	\$ 49.00	\$ 48.00	\$ 48.00