RFP No. 113578 O3

ACCESS Nebraska Call Center Support Services

Submitted by:	Group O, Inc.
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Submission Contact: Debra Jefferson Director, Government Accounts Group O Headquarters: 4905 77th Avenue, Milan, IL 61264 (202) 417-4166 government@groupo.com www.groupo.com

DUNS #:

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Proposal Valid for:

120 days from submission date

Authorized Signature:

Rev manio

Robert Marriott Chief Financial Officer







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Cover Letter

Group O is pleased to submit our proposal to the State of Nebraska for the ACCESS Nebraska Customer Service Call Center business. Group O is a leading Business Process Outsourcer (BPO) with proven experience and consistent overachievement of client's expectations in the areas of call center services and operational excellence. Our staff possesses deep expertise in the management of Call Center operations for the public sector, financial services, energy, healthcare, education, and commercial clients. For over 40 years, through our strategic partnerships and world-class delivery of solutions, our clients have received enhanced customer experiences, boosted quality and new cost efficiencies.

Group O (GO), a 100% Hispanic owned, National Minority Supplier Development Council NMSDC certified MBE, is an industry leader in providing customer care call center services to both the public and private sectors and reward and loyalty solutions for Fortune 100 companies in numerous industries, including government, telecommunications, energy, automotive, and consumer goods. Headquartered in Illinois, Group O employs over 1,100 people nationwide. Group O's Call Center operations currently support several public sector clients including the Employees Retirement Systems of Texas (ERS), The State of Vermont Housing Authority, the Illinois Department of Public Health, the Washington Metro Area Transit Authority (WMATA) and more. Group O has vast experience in several relevant fields including LIHEAP, Medicare/Medicaid, CHIP, Lifeline/Affordable Broadband access, and other state government economic assistance programs.

As DHHS has requested, Group O will:

- Provide a fully staffed Customer Service Call Center of Excellence in support of the Department of Health and Human Services.
- Maintain US Based staff, with adequate staffing levels to handle the indicated call volumes (including surges).
- Provide in-house printing and mailing services.
- Provide World Class Customer Care to Nebraska residents.

Additionally, Group O commits to:

- Offering DHHS and the State of Nebraska the best value solution for this Request for Proposal.
- Meeting and exceeding service standards, and service level requirements.
- Producing ongoing communication that is based in appropriate levels of urgency with complete transparency.
- Driving continuous improvement to DHHS programs, leveraging our expertise in customer service.
- Offer re-badging of qualified and high-performing existing supplier personnel to Group O

Group O acknowledges receipt of all amendments associated with this RFP. Group O will provide a Customer Service Call Center that elevates the DHHS Customer experience while reducing the total cost to manage the call center programs. Group O will collaboratively work with your team to continue to optimize your programs and deliver results.

The Group O Solution will provide DHHS and the State of Nebraska the best value solution for this Request for Proposal.

Again, thank you for allowing Group O to participate in this solicitation.

Kevin Kotecki

Kevin Kotecki Chief Executive Officer Group O, Inc.



Company Profile

Group O, a 100% Hispanic owned, National Minority Supplier Development Council (NMSDC) certified MBE, is an industry leader in providing customer care center services, reward and loyalty solutions, and fulfillment options for Fortune 100 companies in numerous industries, including government, telecommunications, energy, automotive, and consumer goods. Annually, Group O manages hundreds of customer campaigns and millions of omni-channel customer interactions. Group O recognizes the need for a depth of experience and relevant past performance along with strong, innovative technical experience to deliver on all aspects of DHHS' needs, current and future.



Group O has extensive past performance with 40 years of experience; that is, experience managing customer care centers of large well-known, successful companies such as AT&T, Michelin, DTE Energy, Samsung, to name a few, and experience working with federal, state, and local government agencies. Group O has vast Case Management and Call Center experience working with the State of Vermont Housing Authority, the Universal Service Administrative Company (USAC) and employee benefits relations with the Employees Retirement Systems of Texas. Group O is primed and ready to deliver on all aspects of DHHS' requirements for the ACCESS Nebraska customer care center.

The proposed solution in response to this solicitation brings a unique, innovative element to DHHS, leveraging Group O's knowledge and employee-based program experience, allowing for a fresh, proven approach and new, state-of-the-art technology. Using our artificial intelligence (AI)-powered technology, – NICE inContact CXone (NICE inContact), which is customizable for DHHS, will allow Group O to deliver customer satisfaction at a higher level and a brand new customer experience through cloud-based, omni-channel conversational technology, modern automatic call distribution, self-service functionality in the interactive voice response (IVR) and interactive virtual agent (IVA) capability enabling customers to resolve inquiries without speaking to a live agent while still offering a personal customer experience. This technology along with Group O's talented, skilled personnel and management team, will not only create a new customer experience and greater success for DHHS but also enable Group O to build and service DHHS' Customer Service Center.

The tried and proven technology and Group O's profound past performance allows more efficient interaction with customers and yields DHHS:

- 1) Customer care centers of excellence in Roanoke, TX; Milan, II; and nationwide Remote Employees with targeted hiring in the state of Nebraska.
- 2) A partner that aids in DHHS' M/WBE and corporate social responsibility goals.
- 3) A diverse, experienced, well trained, intellectually & technologically savvy, scalable staff; and
- 4) An industry leader specializing in customer care and premier contact center management services.

The Group O Solution possesses the requisite integrity, comprehensive technical expertise & experience, and the financial resources to not only exceed DHHS' requirement in atimely manner, with excellency and originality, but also the human capital resources to supply the goods and services in quantities that are determined by DHHS, in accordance with the requirements contract.



Group O is prepared, today, to service DHHS' Customer Service Call Center with approximately 115 front-line agents, with scalability to handle the surges as well as the anticipated future volumes. Group O also has a fully scalable team, including back office, printing services, training, quality assurance, information technology staff, and multiple staffing partners to support the DHHS Customer Service Call Center.

Group O has attained and maintained pertinent, reputable certifications in information technology, quality assurance and auditing that further substantiate our ability to support DHHS expertly and also support DHHS' expansion and growth. The Team has ISO 27001:2013, ISO 9001:2015, TL 9000:2016, PCI DSS Level 1 and are SSAE 18 (SAS 70) Type II, SOC I Type II and CFR 29 Compliant; they follow cGMP & cGDP Guidelines.



Group O is honored to be considered for this opportunity, and we stand ready to grow our partnership with DHHS by delivering premier customer services support to your customers. If you have any questions about our proposal, please contact Debra Jefferson at (202) 417-4166 or government@groupo.com.

We appreciate your review of our response and the opportunity to move forward in your selection process.

A. Proposal Submission

1. Corporate Overview

a. Contractor Identification and Information

Group O, Inc. is a 100% Hispanic owned, National Minority Supplier Development Council (NMSDC) certified MBE. Group O is a privately owned and was founded in 1974. Group O, Inc. was incorporated in the State of Illinois in 1992. Group O's Corporate address is:

4905 77th Ave Milan, Illinois 61264

b. Financial Statements

Copies of Group O's audited financials are provided in the Appendix.

Group O's Financial Institution and contact information is:

US Bank NA



800 Nicollete Mall Minneapolis, MN 55402 Sean Ohlmstead Phone: (612) 303-3098 Fax: (612) 303-3521

Group O's Banking References:

US Bank EP-MN-L28R 200 S. 6th St Minneapolis, MN 55402 Phone: (414) 525 – 1237 Fax: (414) 525 – 1012 Contact: Else Schillerberg, Debbie Bear Email: <u>else.schillerberg@usbank.com</u>, <u>debbie.bear@usbank.com</u>

c. Change of Ownership

Group O does not anticipate any change in ownership or control of the company during the twelve (12) months following the proposal due date of December 6th, 2022.

d. Office Location

Group O's office location responsible for performance pursuant to an award of a contract with the State of Nebraska is:

4905 77th Ave Milan, Illinois 61264

e. Relationships with the State

Group O, Inc. has had no prior or current dealings with the State of Nebraska over the previous five (5) years.

f. Bidder's Employee Relations to the State

No employees or subcontractors of Group O are currently or have been employees of the State of Nebraska within the past twelve (12) months.



g. Contract Performance

Neither Group O, Inc. or any proposed Subcontractor has had a contract terminated for default during the past five (5) years.

h. Summary of Bidder's Corporate Experience

Group O's Marketing Solutions division is an industry leader in providing end-to-end call center solutions to Public Agencies, and for Fortune 100 companies in various industries, including, telecommunications, energy, automotive, and consumer goods. Each year, we manage hundreds of customer campaigns and handle millions of omni-channel customer interactions. We assist our clients in reaching their operational and financial goals and objectives while maintaining a high level of quality, predictability, reliability, consistency, and transparency. Our delivery of care is at a premier level and drives customer satisfaction to peak levels.

The Group O Solution offers DHHS and the State of Nebraska the best value offer for this Request for Proposal.

We are highlighting these clients and projects to demonstrate our ability to manage very large call support services and our experience in seeking out and leveraging technology improvements that deliver sustained customer service excellence. Providing an end-to-end solution for clients, nationwide, over the last 20 years has whetted Group O's skills and technical knowledge, not only for the customer care center technology but also with customer engagement and the ability to service any size customer base/customer care center operating with 10 agents or 500 agents and still meet the required service levels.

Annually, Group O manages hundreds of customer campaigns and handle millions of omni-channel customer interactions. We assist our clients in reaching their operational and financial goals and objectives while maintaining a high level of quality, predictability, reliability, consistency, and transparency. Our delivery of care is at a premier level and drives customer satisfaction to peak levels. We are highlighting these clients and projects to demonstrate our ability to manage very large call support services and our experience in seeking out and leveraging technology improvements that deliver sustained customer service excellence with a focus on "first call resolution."

Employees Retirement Systems of Texas (ERS)

Contact Information:

- Name: Robin Hardaway
- **Title:** Director Customer Benefits
- Address: Austin, Texas
- **Phone:** 512-867-7141
- Email: <u>Robin.Hardaway@ers.texas.gov</u>



Group O as the Prime Contractor supporting ERS' Statewide Customer Service Center displays the Team's ability to provide World Class Customer Service on a large scale. The Group O Team provides Tier 1 customer support, benefits enrollment, and more from their Roanoke, Texas based Contact Center. Due to outstanding performance on the project, Group O will be extending their Scope of Work to include Tier 2 customer support by the end of 2022. The Group O Team



currently has over 30 FTE working the ERS engagement with an average tenure of over 2 years. The Management staff for this project maintain an average tenure of over 10 years. Group O maintains a 1:10 Supervisor to Agent ratio, ensuring the highest levels of quality and adherence to service level targets as demonstrated below:

- Over 200,000 customer calls and emails in 2021
- Quality score attainment at 95.9% to target
- Tier 2 Support added to scope and scheduled to launch late 2022

<u>AT&T</u>

Contact Information:

- Name: Paul Radosevici
- Title: Assistant Vice President, Mobility & Channel Marketing
- Address: Sunnyvale, TX
- Phone: 847.271.6824 (cell)
- Email: <u>Pr2595@att.com</u>



As the Prime Contractor, working with AT&T shows Group O's ability to successfully service and manage a very large customer care center. For this program, the Team leveraged technology improvements and delivered sustained customer service excellence over the past 20 years. Group O introduced new technology to the AT&T programs by adding mobile and text delivery of information to customers. This is the kind of innovation and skill that Group O can apply to DHHS' Customer Service Contact Centers.

- o 2.5 million customer interactions, annually, including calls, emails, and web chats.
- Exceeded contractual expectations for service levels, average speed of answer and abandon rate, for more than 7 years consecutively.
- Deployment of AI-driven interactive virtual agent software which created natural language self-servicing for over 20% of AT&T callers.
- Average Handle Time (AHT) for live agent calls lowered 30% through use of agent desktop automation.
- Averaged a quality assurance score of greater than 96% for the past 5 years.
- For more than 7 years, 95% of AT&T Reward customers rate center agents as "Satisfied" or "Extremely Satisfied" in professionalism and helpfulness as well as overall satisfaction.

Illinois Department of Public Health

Contact Information:

- Name: Dennis Tiburzi
- Address: Springfield, Illinois
- Phone Number: 217-720-5147
- Email: <u>Dennis.Tiburzi@illinois.gov</u>

Illinois Department of Public Health (IDPH) Call Center Performance Metrics – The IDPH had been fielding COVID-19 calls internally to provide information to businesses and the general public in response to COVID-19 since the pandemic began. As the pandemic persisted and call volumes grew, they could no longer manage the calls internally in a timely





manner. Group O was selected as the Prime Contractor due to our excellent track record in call center excellence, technology, and proactive measures. The relationship has since grown to include vaccination scheduling, MyChart PW resets, and general FAQ, resulting in contract extensions beyond the current scope of the pandemic.

- Over 30,000 customer calls and emails annually
- 95% of all calls handled within 60 seconds
- Average Speed of Answer is less than 30 seconds
- Registered Nurses staffed by Group O to act as tier 2 escalation points

i. Summary of Bidder's Proposed Personnel/Management Approach

To guide Group O's Solution delivery, we're proposing a management team with decades of public sector and contact center experience spanning all the core capabilities required to be successful for the State of Nebraska and DHHS. The Group O Nebraska Call Center team brings leaders with years of relevant experience in contact center areas of operations, technology, staffing, workforce management and training. We also will bring practitioners to this project that can combine this contact center experience with relevant assistance program experience.

The Group O Solution proposes the management team and overall team structure for this requirement; The customer care center will maintain a supervisor to agent ratio of 1:12 ratio to allow adequate supervisory time, which is fifty to sixty percent of their time focused on supervisory tasks, e.g., daily reviews of prior day communication, metric identification, citing trends and root cause analysis with countermeasures, creating coaching plans, to name a few.

DHHS Call Center Staffing Information	Group O Solution				
Agent to supervisor ratio	12:1				
	12 agents to 1 supervisor				
Supervisor to manager ratio	5:1				
	5 supervisors to 1 manager				
Agent working location	Group O's Call Center solution assumes a blend of remote agents				
(onsite vs. work from home)	working from home, and agents working from one of Group O's				
	two physical locations.				
Percentage of agents that are directly	50% of agents are subcontracted through third parties.				
vs subcontracted through third	Those third parties include a mix of leading call center staff				
parties	providers, and a mix of minority and woman owned businesses.				



The management team will consist of a dedicated Customer Success Manager (CSM), an Operations Manager, Chief Information Officer, Quality Assurance Manager, Training Manager and Customer Care Center Supervisor. The management team will correlate directly with the staff. As mentioned above, the number of customer care center supervisors will be 1 to every 12 agents; the other management positions will correlate similarly as applicable. The program will have the Sponsorship and oversight of the Group O Executive Team. DHHS will have regular access to these executive leaders in meetings that blend discussions of industry trends, current policy, and critical project matters.

Group O's onsite leadership has a minimum of fifteen years of contact center experience with a minimum of ten years of site leadership experience. The PM will meet regularly with the DHHS team and to calibrate and gather program updates. The CSM will continually feed updates into the training and quality cycle.

The supervisory customer care center staff, agents and back office support staff have a minimum of seven years of contact center experience with a minimum of two years of experience in a supervisory role.

Key and differentiated in our management approach are 4 highly qualified leaders who will serve as Key Personnel to the DHHS Contact Center Program:



Paul Flemr, Vice President of Operations, brings unmatched experience in implementing contact centers for state government agencies. His background includes state government contact centers, bringing over 25 years of contact center and operations management. Paul will serve as the Executive Sponsor of the DHHS Contact Center Program and will oversee all operations.



Deana Carstens, Director of Customer Care & Sales, brings extensive experience in designing, implementing and operating contact center operations. She specializes in finding solutions for government contact centers that can be deployed in an agile, fast-paced manner. Deana will serve as the Operational Lead for the DHHS Contact Center Program.



Angela Fry, Customer Success Manager, will lead the project implementation focusing on innovations in technology that will improve the citizen experience, and drive down the costs of operating the contact center. She brings the experience of project managing multiple contact center programs for state government agencies. Ashley will serve as the dedicated project manager for the DHHS Contact Center Program.



Elaine Graves, Training and Quality Manager, brings 20 years of experience developing and implementing call center strategies, training development and deployment, and managing quality assurance processes for state government agencies. Elaine will serve as the training and quality assurance contact for the DHHS contact Center Program.

You can read full resumes for Paul, Deana, Angela, and Elaine in the appendix of this document.



j. Subcontractors

The Group O Solution proposes the use of subcontractors who will augment staffing, to ensure appropriate levels of contact center agents are dedicated to the DHHS call center program. The Group O Solution will subcontract less than 50% of Call Center Agent hours to the following Minority and Women Owned businesses;

Bracane Co 1201 W 15th St, Ste 330 Plano, Tx 75075 888-568-4271 Services provided to include approximately 25% of Contact Center Agent hours.

Global Executive Staffing 20 F St NW, Ste 709 Washington DC, 20001 202-507-6185 Services provided to include approximately 25% of Contact Center Agent hours.

a. Solution Approach

1. Understanding of the project requirements

Group O has a full understanding of the entire scope of project requirements as outlined in the Request for Proposal. The Group O Solution stands ready to implement a fully scalable contact center to provide support services for Access Nebraska. Group O's services will include answering and assisting inbound callers, performing outbound customer outreach activities, back office processing services, and print service capabilities. The Group O Solution employs vast levels of experience relating to economic assistance programs for state government agencies. Group O's past history of successful operations of state government contact centers, make Group O the perfect partner for the State of Nebraska and the DHHS.

Within the required timeline, the Group O Solution will implement a full service contact center with the capacity to handle the number of daily calls required (5,200-6,700) as outlined in the Request for Proposal. Group O's contact center solution will be prepared to meet the required hours of operation of 8:00am to 6:00pm Central Time, Monday-Friday, or as required by the State of Nebraska. Group O understands and will meet or exceed all Service Level requirements including ASA, AHT, Abandon %, and all other KPI's outlined by the DHHS.

The Group O Solution will demonstrate in the following sections, the technical acumen, industry knowledge, and innovation needed to meet and exceed all requirements outlined by the State of Nebraska and the DHHS in the Request for Proposal.



2. Proposed development approach

Management Approach

The Group O Team proposes the management team and overall team structure for this requirement; The customer care center will maintain a supervisor to agent ratio of 1:12 ratio to allow adequate supervisory time, which is fifty to sixty percent of their time focused on supervisory tasks, e.g., daily reviews of prior day communication, metric identification, citing trends and root cause analysis with countermeasures, creating coaching plans, to name a few. The management team will consist of a dedicated Customer Success Manager (CSM), an Operations Manager, Chief Information Officer, Quality Assurance Manager, Training Manager and Customer Care Center Supervisor. The management team will correlate directly with the staff. As mentioned above, the number of customer care center supervisors will be 1 to every 12 agents; the other management positions will correlate similarly as applicable.

The Team's onsite leadership has a minimum of fifteen years of contact center experience with a minimum of ten years of site leadership experience. The CSM will meet regularly with the DHHS team and to calibrate and gather program updates. The CSM will continually feed updates into the training and quality cycle.

The supervisory customer care center staff, agents and back office support staff have a minimum of seven years of contact center experience with a minimum of two years of experience in a supervisory role.

Currently the Group O management staff are required to attend structured management training. Group O's structured management program consist of rigorous resident and online courses, including technical, leadership and soft skills training. This course curriculum has prepared Group O's very capable and experienced management team.

The required leadership training curriculum required to be completed within the first 2 years of the supervisor or manager's tenure. This curriculum is delivered by US University and is titled "You Make the Difference"; the courses include a wide variety of leadership skills including Coaching, Team Building, Problem Solving/Root Cause Analysis, and Decision Making. Additionally, position specific training is provided for members of the management team to ensure they possess the skills needed to excel. The curriculum also includes program



management training as well as specific system training for applications and other technology as required for the position. Staff are also required to complete a designated number of continuous education hours each year, specific to their positions and areas of support within the organization.

Many of these courses can be taken online within the LMS, an online training interface while others are delivered in classroom settings, resident. Management is also encouraged to attend courses offered by local colleges or online institutions to meet the annual continuing education expectation.

All managers have Windows 10 operating system, including internet explorer 11/Edge + Chrome OFFICE 365 Lite for email/internal communications, including MS Office suite, including Outlook, Excel, Word, etc.



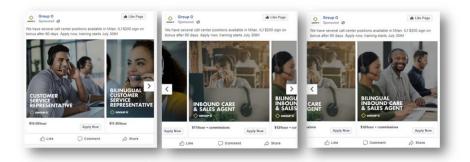
Staffing and Retention Plan

Group O is a 100% Hispanic owned, National Minority Supplier Development Council NMSDC certified MBE, as such Group O strives for diversity in all facets of the business, including the 1,100 employees, our vendors, and suppliers. Group O is working with local, regional, and national Development Councils and Chambers to shape the global supply diversity landscape. Group O makes ongoing efforts to market career opportunities within local the communities, making specific recruiting outreach through organizations like the Hispanic Chamber of Commerce and other organizations to help attract diverse individuals. Results of these efforts within the customer care center have been very successful with 49% of the staff being of diverse ethnicity. In addition to Group O being one of the largest Hispanic-owned businesses, we also maintain an active Supplier Diversity Program. Our goal is to utilize other W/MBEs whenever possible to assist in providing Group O and clients with the necessary products and services better, faster and more cost effectively.

To provide geographical redundancy Group O will utilize work from home staffing across the United States, in conjunction with staff located in Group O' physical locations. Group O has 40 years in the field of customer care center services which equates to an innumerable amount of qualified experienced candidates for this project and invaluable experience in recruiting and retaining qualified personnel. Group O is committed to presenting a highly skilled, talented, and experienced workforce that reflects diversity. Group O will review and assess candidate's resumes against the requirements of the DHHS with the anticipated future expansion into a center of excellence in mind. The assessment/screening process will also include an interview to ensure that all candidates, at a minimum, have:

- A high school diploma or GED
- Two years of customer care center experience
- Ability to type 45 wpm
- Extensive experience using windows based applications including Internet Explorer

Group O has assessed DHHS' requirement to mindfully prepare for staffing and recruiting for this requirement. Group O assures the availability of well-qualified and well-vetted staff who understand the inner workings of a customer care center of excellence - the technology, the overall management and skills requirement – and staff that know the DHHS organization, culture, and the region.



Group O has achieved strong retention of personnel, displaying the significant time and attention to organization's leadership. Multiple factors contribute to successful retention rates including salary, benefits, work schedule, corporate support, training, and job satisfaction. Retention has a link to a positive work environment, which fosters career growth and is essential to the continuity of customer support. Training, which aids in retention, is a budgeted line item and set aside annually for Group O employees. Group O's successful retention will be valuable to the DHHS team as it means staff



will possess Group O organizational knowledge and will grow to have corporate DHHS knowledge needed to support the unique needs of DHHS. Group O has a three-prong approach to retaining personnel;

- 1) Encouraging employees to gain knowledge and capabilities by supporting certification efforts in classes relevant to their growth and reimbursing training and certification efforts.
- 2) Placing exceptional value on working with current and emerging technologies and ensuring that the work environment is congruent with that belief.
- 3) Using salary surveys and monitoring industry trends in human capital management to compensate employees well both in salary and benefits.

In addition to the benefits packages, employees receive performance incentives based on their performance and overall quality of services and deliverables. Performance incentives range from monetary compensation to employee recognition. A unique feature of our performance incentives is the "Employee Recognition Award". This award is given to employees who perform exceptionally, that is, performance that exceeds required duties. Performance incentives directly motivate employees toward improvement which equate to greater value passed on to our client, which equals savings.

We improve customer satisfaction and deliver high quality customer support by recruiting the right talent, fostering a learning environment to retain the best talent, arming the agents with the best technology which yield meaningful data, focusing on ways to improve our servicing and constantly monitoring quality to make impactful positive changes to our clients' programs.

Training Plan

Group O recognizes the critical need for thorough training and preparation of staff for support of DHHS' Customer Service Contact Center. We are committed to ensuring all agents, management personnel, back office support staff and agents are educated, informed, engaged and equipped to deliver a high-quality level of service fitting of a customer care center of excellence with every interaction. Group O has built a dynamic training department that supports a diverse set of clients across multiple industries and an internal training program to support our clients by providing a comprehensive, brand-centric training that fully immerses agents into our client's culture and service expectations and service level metrics.

Group O especially values initial training/ramp-up for new programs and takes dedicated time right from the start to create subject matter experts (SMEs) within our Training and Operations departments. Group O will take advantage of DHHS' train-the-trainer sessions and other collaborations with DHHS staff to build knowledge quickly and prepare for onboarding agents into the programs. The Group O training manager is qualified, experienced, and ready to be certified by DHHS to become the resident DHHS trainer for Group O. Group O will complete the preparations for training 2 to 3 weeks in advance of training agents, thus allowing the training team time to build supplemental curriculum as needed to enforce the expectations of the work as it is implemented.





All Group O personnel will complete the DHHS training program as well as attain the DHHS post training and calling score requirements. Training does not simply occur once but continues through ongoing refresher and continuous education training. The Group O Solution will continually update the training program to supplement soft skills, technology skills and any service areas of lack to achieve and ensure customer satisfaction and program success.



Initial/Ramp-up training is Group O's opportunity to immerse agents fully in the brand that they will support, represent, and establish expectations in the areas of customer satisfaction and quality care. It is one of the most critical times to solidify understanding of the program allowing for a seamless transition as Group O takes over responsibility for servicing DHHS' customers.

We are prepared to invest the time necessary to maintain an operating staff at the highest levels of proficiency. Group O will focus our training staff on ensuring all agents have a full understanding of the DHHS programs and can demonstrate this knowledge prior to handling live customer interactions.

The initial training curriculum facilitated to agents consists of DHHS' and Group O's content which prepares each agent to deliver on all facets of the programs. A blending of classroom training and practical experience helps give agents a diverse training environment in which they can learn and progress quickly. As the need for

additional classes arises, new agents will receive new hire training from our resident DHHS certified trainer and participate in several side-by-side monitoring observations with tenured agents. New hires receive hands on experience with the trainer and assistance from assigned agent mentors.

After initial/ramp-up training, agents are placed into nesting. During nesting, Group O provides additional SMEs to agents to assist with immediate questions. Nesting time involves 1- 3 weeks of experience taking calls in a production environment where the agent receives additional assistance from trainers and agent mentors. Agents quickly build confidence in their program knowledge, leading to stronger efficiencies in performance and preparing them for their full production assignment. Final testing of skills and knowledge is completed with all agents based on a combination of DHHS' and the Team requirements. Testing typically involves both a written exam and live field- testing of agents taking calls. Required scores to pass and graduate from initial training will be based on DHHS' direction. Our training approach has resulted in successfully maintaining a graduation rate of 96% into production over the last 5 years.

For all new hire classes, both online and offline personnel, the DHHS quality monitoring form and scoring methodology will be utilized to ensure that new hires are performing at the expected levels. For example, for the first two weeks following graduation, new hires will be monitored for at least four contacts per day. The contacts will be reduced to a minimum of two contacts per day for the following two weeks. Agents scoring less than the one month post training QA target will be removed and provided with remedial training until they achieve the minimum required for the first month following training.

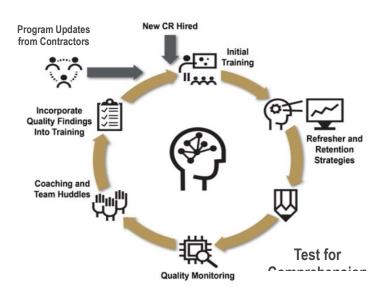
Group O has a flexible team of trainers that have all supported customer care centers for many years. The Group O training team fully understands the requirements of DHHS and uphold the highest quality standards of Group O along with DHHS'.

The operations team also takes part in initial training participating alongside the agents. This ensures consistency of all information and expectations communicated across the agency as agents migrate from training into production. It also



serves as an opportunity for supervisors and managers to create relationships with agents which facilitates more effective coaching and development of teams and subsequently, management of successful programs.

To ensure ongoing proficiency and program competency, Group O will conduct regular reviews of agent and site performance as well as monitoring of customer trends and feedback to identify training needs. The results of these assessments will be shared with DHHS along with training plans and requested approvals where appropriate.



Ongoing training is provided to all Group O Customer Care Agents and comes in the form of scheduled program training as well as developmental training. The Team will also incorporate those required annual DHHS trainings as well. Additional training may arise from performance assessments, coaching conversations, monitored calls and focus groups as well as direct feedback received from DHHS. The latter may come as a result of call monitoring or calibration sessions conducted with DHHS staff that result in feedback requiring an agent to receive remedial, refresher or skill- based training.

To drive continuous improvements, Group O's QA team and customer care supervisors will monitor calls for customer and program trends. Follow-up training will then be created and delivered to strengthen agent knowledge and effectiveness. Individual development plans will be used as needed by supervisors to drive agent skill and performance improvements and assess the ongoing effectiveness of an agent supporting DHHS. If required milestones of performance improvement are not met, Group O will remove an agent from the program. Group O will also remove agents who do not achieve quality score goals within three weeks of nesting. Group O works quickly to backfill any needed staff.

Group O also uses, when appropriate, the LMS, an online training interface, to deliver training to all agents. This software checks agent comprehension, and tracks to ensure agents have reviewed the materials. It also delivers alerts to agents on new updates and changes they are required to review. Classroom settings will be used for DHHS' initial/ramp-up and most critical training updates and serve as an opportunity to potentially include DHHS staff to answer questions or emphasize key points of learning. The training department will maintain regular communication and a close relationship with operations and the program managers to ensure updates to existing training or new information is delivered in the best format to all agents and other personnel supporting DHHS' programs.



Knowledge Management

The Group O Team recognizes the need for Program information to be delivered in a consistent manner across all contact channels, in plain language, and in compliance with both DHHS and Federal guidance. The Group O Customer Success Manager will meet regularly with both the DHHS stakeholders and the Group O internal Customer Success team. Changes to existing programs or the start of a new program, can be communicated with your assigned Customer Success Manager, who will ensure updates and/or changes are distributed throughout all departments at Group O, especially to supervisors, managers, training, and quality assurance teams that support the DHHS program. All training includes a content assessment and review with customer care center before being disseminated to agents. Methods of delivery for agent training include, classroom, agent desk drops, team meetings and online alerts delivered electronically through our learning management system (LMS). This includes any scripting and IVR changes which affect the program.

The Customer Success Team and Customer Success Manager will maintain a Content Management plan which will become

part of the larger corporate Quality Management System (QMS) which is based on the TL9000 certification. This will ensure there are internal and external audits consistent with TL9000 requirements. This will allow the Group O Team to develop, update and maintain CSR scripting/content, and FAQ's, to respond to customer inquiries effectively and efficiently for all contact channels.

As updates are organized, timing for delivery is considered. The Group O Team is able to accommodate immediate delivery and institution of new procedures related to the updates. Updates and information are scheduled for delivery ensuring the least disruption to the production environment that supports customers, while also meeting client expectations and goals. Frontline leadership will remain engaged during training to ensure agents are compliant with the change. The QA team will ensure all monitoring score forms are adjusted if needed, and immediate status of adherence will



be provided as a post-training activity. The CSM will ensure DHHS is updated regularly on the success of implementing all changes.

Ongoing training is provided to all Group O agents and comes in the form of scheduled program training as well as developmental training. We have found historically that the amount of ongoing training can vary extensively, but that no less than 1 to 2 hours a month is typically required to keep agents sharp and at their best. Ongoing training may be client assigned training associated with program changes or new programs. We will collaborate with the DHHS team to establish a training curriculum that allows each agent to master the technical details of DHHS programs. Additionally, other training to agents will come from performance assessments, coaching conversations, monitored calls and focus groups as well as direct feedback received from DHHS. The latter may come as a result of call monitoring or calibration sessions conducted with DHHS staff that result in feedback requiring an agent to receive refresher or skill-based training.

To drive continuous improvements, the Group O Quality Assurance Team and call center Supervisors will monitor calls for customer and program trends. Follow-up training will then be created and delivered to strengthen agent knowledge and effectiveness. Individual development plans will be used as needed by Supervisors to drive agent skill and performance improvements and assess the ongoing effectiveness of any agent supporting DHHS work.

Group O utilizes, when appropriate, Talent LMS to deliver training to all agents. This software checks agent comprehension, and tracks to ensure that all Agents have reviewed the materials. It also delivers alerts to agents on new updates and changes they are required to review. Classroom settings will be used for DHHS' most critical training updates



and serve as an opportunity to potentially include DHHS staff to answer questions or emphasize key points of learning. Our Training staff will stay in close contact with Operations and the Program Lead to ensure any updates to existing training or new information is delivered in the best format to all agents and other personnel supporting DHHS' programs.

Workforce Management

Effective workforce management and staff planning will be used in tandem with workforce management technologies to ensure all key metrics are maintained, client goals are met and customer expectations are exceeded. Additionally, effective workforce management ensures that staff are working effectively and feeling appreciated. The NICE inContact platform has a Workforce Management (WFM) module that affords the Group O Team the ability to accomplish the aforementioned.

NICE inContact empowers supervisors and agents, simplifies the workforce management activities, forecasts, and schedules, and improves the ability to execute long term planning.

Supervisors and agents are empowered with the unified, modernized interface, seamless workflow of the NICE inContact WFM module. Agents are able to view the schedule and receive real-time notifications of changes and approvals within the agent interface. Agents also have more flexibility to manage their work-life balance with peer trade requests, shift bidding, and submit time off requests easily. Supervisors are afforded the same level of visibility and also have daily insights for decision making by using the dynamic WFM customizable dashboards.

WFM activities are simplified because the system removes the need for manual calculations and adjustments in a very user-friendly interface that doesn't require specialized training to manage. Supervisors have access to tracking aids, intuitive workflows to generate and manage forecasts and schedules. Eliminate guesswork while ensuring the best forecast using the Best Pick[™] technology within the module. Increase agility in responding to customer needs with Intraday Grid, Intraday Reforecasting, Real-Time Adherence, and proactive notifications. Workforce management will be more proficient overall because the system is so intuitive and easy to use/user friendly.



Al technology permits easy and efficient forecasts and scheduling with over 40 algorithms to achieve service levels, consider AHT and occupancy without overstaffing. Supervisors can reduce labor waste by viewing clear and trusted

forecasts and enhanced schedules. Supervisors can maximize headcount with schedules with that ensure agents are in the right place at the right time. The system automatically gathers historical activity into the forecaster to generate expected call volumes and staffing and convert those call volumes into people with the right skills at the right time. Artificial intelligence also ensures that the right skilled agents are appropriately staffed across every channel thus improving the omni-channel customer experience. Schedules can be provided in as little as 15-minute increments up to an hour on a daily basis.

Longer term planning is simplified though the system's ability to ensure agents are available when needed and also proactively plan for events that may increase volume. The system also hypothesizes scenarios for an unlimited number of events and ultimately align future staffing needs.



Key program information will be tracked and monitored in support of the customer care center initiatives that are directly aligned with the client's service level and goals.

Robust data tracking allows identification of issues and proactively report trends as they emerge. Agent assignments will be balanced with inbound support to give the most effective overall customer care. As agents handle DHHS' customers, trends and opportunities will emerge through expressed customer feedback and be captured by agents in Dynamics. Recommendations for enhanced support will be provided to DHHS including the potential for implementation of alternate solutions using the interactive AI tool technology.

Daily reviews of interval level reporting for all customer interaction channels, for the purpose of ensuring proper staffing and service levels are maintained at all times. Dashboards with weekly results will be sent to DHHS and reviewed for any areas of needed improvement.



Group O's management and the advanced technology positions the team to effectively manage the workforce and collaborate with clients to strategize areas for improvement and cost reductions. Group O relishes the opportunity to strategize and execute improvements to the programs we support. These improvements will yield reduced costs, enhanced consultant experiences, and greater efficiency in all aspects of the work performed. Our execution model and technology enable the team to deliver exceptional results as proven by our track record of efficiency and quality results with all of our clients. Group O delivers unique forecasting applications to help clients manage their programs and also monitor their budget and spend (planned vs. actual).

Language Support

Group O's call centers offer support in English and Spanish, with 20% of our staff being bilingual. If other language support is needed, our systems and staff are integrated with a language line for live translation services for over 200 different languages. Callers requiring language assistance will be seamlessly handled with the added support of a translator from Language Line, for calls that are not English or Spanish.

Quality Management

Group O continually strives to create and maintain the most effective and efficient systems and processes to ensure delivery of reliable solutions that translate to an improved customer experience. The Team achieves this goal through our corporate Quality Management System (QMS) which is based on the TL9000 certification standard and Group O's use of the techniques described below, also pictured in **Figure 1**.



Technology. NICE inContact provides integrated data and real-time, historical performance results for all key metrics.

Daily Reviews. In addition to the superior abilities of Group O's technology platform capability, the Group O Team conducts daily reviews of all customer interaction on all channels to ensure that proper staffing and service levels are maintained. As additional checkpoints for service level performance, the Group O Team will implement weekly calls between the program management and operations leadership to identify issues and performance gaps along with root causes and proposed countermeasures.

Calibration Calls. The team will also conduct monthly calibration calls with DHHS, monitoring both live and recorded calls with collaborative discussions on overall performance. DHHS will receive remote access enabling individuals to monitor calls at their discretion. Group O will conduct quarterly business reviews as a final touch point in reviewing operational performance.

On a quarterly basis, Group O's Quality Assurance (QA) team will also conduct internal calibration sessions with all internal Group O stakeholders to align all parties responsible for monitoring to client expectations. We will use the same approach that is used during the weekly call calibrations with DHHS. This will ensure ongoing consistency in our monitoring and measurement of quality. This also serves as an additional opportunity for identifying ongoing trends.

Monitoring. The QA manager and/or supervisor monitors the effectiveness of agents in all customer interactions, especially new hires following training and graduation, who will be monitored in accordance with standards defined in the RFP. The QA managers monitors quality by listening to the calls, reviewing CRM documentation, and tracking individual service levels. The QA specialists ensures that the supervisors provide regular observations and feedback to the agents to maximize their effectiveness and efficiency. Group O also provide our clients with results of our quality performance and areas of focused improvement.

Customer care center supervisors monitor the effectiveness of all customer interactions to ensure quality standards exceed expectations. Calls are scored from beginning to end and agents are evaluated on greeting, disposition, problem-solving, closing, and other client-specific parameters. Agent scores are used in weekly coaching sessions that further develop customer service skills.

Coaching Sessions. The Training and QA teams are responsible for monitoring and scoring agent interactions through all channels. Coaching sessions are conducted within 24 business hours of the monitoring and as close to real-time as possible. Group O will use the DHHS quality monitoring form and scoring methodology to ensure new hires are performing at the expected levels. Any agent scoring less than the one-month post training QA target will be removed and provided with training and coaching until they achieve the minimum required for the first month following training. Additionally, the Group O Team will assess if the agent needs to undergo an agent development procedure.



Figure 1: Group O Quality Assurance Strategies

95%+ customer

satisfaction scores

measured over the

past 9 years.



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Recording. The Team uses screen recording capabilities within the NICE inContact platform which supports full motion video recording with audio creating a comprehensive view of the customer interaction. The system has the capacity to adjust to the voice steam versus video recording percentages to the ratio we chose, i.e., 100% of inbound and outbound calls can be voice recorded while 25% can be comprehensive motion video. Supervisors and QA specialists can view the agent's screen during live calls, without the agent knowing, and identify opportunities to gain efficiency and ensure that agents are properly navigating systems, providing accurate information, documentation of call dispositions, and ultimately providing first call resolution. The training department provides ongoing instruction in areas requiring attention.

Customer Satisfaction Surveys. Group O conducts customer satisfaction surveys to monitor, improve or correct service. The team welcomes DHHS to conduct customer satisfaction surveys of agent's performance. Group O also collects customer feedback on the performance of agents as well as overall program sentiments by administering satisfaction surveys, anonymously through an automated post-call process. Additional survey data is collected online via email, chat and/or social media applications.

Agent Development. Supervisors and QA specialists also assess metrics, such as quality and AHT, and results from the strategies above along with repeat call rates to learn the areas of concern for agents and any trends that may identify potential areas for improvement. Agents with skill or comprehension deficiencies are placed on Performance Improvement Plans to drive better results. Additional methods for agent development include call recording reviews, role-playing, and side-by-side monitoring with supervisors.

Audits. Group O uses audits as accountability and to ensure compliance with all required quality assurance measures. Group O uses first, second and third-party audits. All audits are conducted with all applicable requirement sets (ISO, TL, etc.).

First party audits are conducted by the Group O internal compliance team. These audits are conducted on a scheduled frequency, quarterly at a minimum, by properly trained

auditors and the cover all departments and centers. Second party audits are conducted of Group O suppliers and conducted by our clients. Third-party audits are conducted by unbiased external registrars or accrediting bodies.

Print Services and Back Office Mailroom

Group O maintains an internal Print and Back Office Mailroom located at our corporate headquarters in Milan, Illinois. We stand ready to expertly handle all print and mail requirements outlined in the Request for Proposal. Our process to ensure world-class print production starts in our in house Creative department. The Creative team designs around the end result so that files are optimized for the best production possible. Working closely with the client on these projects allows us to generate printed pieces that meet the specific mailing, branding and compliance criteria that is required. Group O will utilize the relevant method and best quality output available based on the overall requirements.

Pre-Press Processes Off-set: After final client approval, Creative Services packages and prepares final artwork to send to the printer according to required specifications.

The Team conducts over 15,000 follow-up surveys for DTE Energy, gathering experience details and improvement insights.

Quality score of 96.6% YTD across all programs.



Pre-Press Processes Digital and Variable: Group O runs an HP Indigo 7600 which allows us to print full color variable pieces on demand. After final client approval, Creative Services creates a reusable template integrating the client data using HP SmartStream Designer. The final output is reviewed and posted to the HP Indigo printer. Use of this technology has resulted in a 50% savings on production time.

Our printing processes extend past Group O print capabilities to our certified network of print providers. Our processes are built to quickly identify, certify and on-board new suppliers so that any print requirement can be met by the optimal production source. Through this print optimization process, Group O precisely matches each specification with the most appropriate and cost effective method of production.

Group O's internal print shop supports full color formats via HP Indigo 7600 Digital Press (13" x 19" digital sheet fed press). This allows us a wide range of formats including but not limited to:

- Letters
- Postcards
- Tri-folds
- Self-mailers
- Mail in offer letters
- Coupons
- Flyers
- Sell sheets
- Buck slips
- Forms
- In-line Variable printing
- Specialty items

In addition, Group O works with a network of certified print vendors, giving us complete flexibility across print formats and access to all of the latest technologies. As capacity demands increase, we can scale accordingly.

Group O's back office mailroom currently handles the intake of thousands of pieces of incoming mail daily, ranging from claim applications to return mail pieces. Incoming claim applications received are scanned and uploaded into client systems as required. Applications with missing information can be scheduled for outbound calls to assist customer with completion of the process.



3. Technical considerations

Call Center Technology

Group O is prepared to deploy its customer care center of excellence technology solution for DHHS using US Based agents, with focused hiring efforts in the State of Texas, with preference to Section 3 participants. Group O will work closely with DHHS to ensure the suggested technology solution will maintain consistency and meet expectations of service delivery. The DHHS will be able to keep all existing Toll-Free numbers that are currently in use today. GO will provide the DHHS with DID's which can receive calls transferred in from the existing Toll Free numbers. The Team has innovative, customizable, user friendly technology that will exceed DHHS' needs, change the customer experience, save DHHS money and provide efficiencies for the agents by maximizing use of robotics desktop automation. Group O uses the following technology:

NICE inContact CXone (NICE inContact): An artificial intelligence (AI) powered, cloud based platform that combines best in class omni-channel routing, analytics, workforce optimization, automation, and bot technologies, which provides an intelligent, unified suite of applications covering the breadth of customer care center management disciplines, simplifying administration, and streamlining the user experience.



Feature 1: My Agent eXperience¹ - MAX, a consolidated, context-sensitive agent interface that streamlines the management of digital and voice interactions.

Outcome: *Empower agents to delight customers* **Technology:**

- Handles digital and voice interactions in one consolidated interface.
- Consolidate customer data, sentiment, and interaction history to personalize contact handling.
- Increases agent productivity by routing multiple digital contacts to an agent for concurrent handling.
- Enables agents to self-manage based on real-time queue information, allowing for real-time routing changes

Feature 2: Intelligent routing engine matches customer requests based on skills, natural language analytics, and Alpowered behavioral profiles. It consolidates routing across inbound and outbound, digital and voice, agent assisted and self-service channels. The ACD ensures that every interaction is routed to the best and next available agent, notwithstanding their geographic location, center, or work site, in the least amount of time.

Outcome: Connect customers to the right agent

Technology:

- Uses customer data and sentiment, as well as predictive behavioral routing for advanced skills-based and datadirected omni-channel routing.
- Universal queue for inbound and outbound voice, callback, voicemail, email, chat, text/SMS, social media, and work items.
- Implement channels such as cases, paper mail and even fax if needed.

¹ My Agent eXperience - MAX is a digital-first, omni-channel agent interface that streamlines contact center interactions, regardless of channel. My Agent experience – MAX allows our agents to be prepared to handle the most complex customer interactions with great ease.



Feature 3: Ease of use. Agents do not need programming skills to adjust routing flows. Predefined actions in the intuitive studio workflow design tool streamline building and updating routing flows. Agents can easily override routing strategies with a mouse click when emergencies or other unexpected situations occur. Integrated workforce intelligence allows creating rules that automatically activate corrective action when configurable thresholds such as service level or average wait time are broken.

Outcome: Empower DHHS with skills-based routing

Technology:

- Simplify creating routing flows with pre-defined components and a drag-and-drop interface for all channels.
- Put your contact center on "auto-pilot" using business rules based on real-time ACD and workforce optimization (WFO) statistics i.e., off day/day of week, holidays, non-operational days, open/close schedule, emergencies, and meetings
- Activate alternate routing flows with a simply mouse-click.

The NICE inContact platform also includes all the functionality listed in Table 1 and described throughout this proposal. All functionality within the NICE inContact platform is password-protected, providing access only to authorized users who have a valid login and password. The application provides an additional security mechanism that dictates data access level based on user profile and allows for single sign on access.

Table 1: NICE InContact	Functionality
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*	Modern Switch/PBX Interface Technology	 Intelligent Call Management (ICM)/Automated Call Distribution (ACD)
*	Computer Telephony Integration (CTI)	 Interaction Voice Response (IVR)
	 Omr 	ni-channel functionality

Switch/PBX Interface

While switch/PBX technology allows employees to connect with each other internally, make and receive external phone calls, play recorded greetings for inbound callers, queue callers until someone is available, forward and transfer calls, and enable conference calls, the Group O Team uses AI-powered virtual agents by NICE inContact which embodies all of the required, aforementioned technology and supports VOIP. It also has all of the following additional features.

- Automation and artificial intelligence (AI) capabilities enhances the customer experience and automate routine agent tasks.
- Omni-channel Routing connects customers' journey across any channel (voice, work item, email, SMS/text, all social media platforms, online chat, IVR, to name a few) using automation number identification (ANI) and dialed number identification service (DNIS) and enabling a consistent, personalized customer experience.
- Automatic call distribution (ACD) provides digital first omni-channel routing and increased business agility.
- Analytics provides substantiated insights from every interaction to initiate measurable improvements in customer experience and agent engagement.
- Integrated and comprehensive workforce management solutions to engage and empower contact center agents to achieve business goals.



- Workforce Optimization inspires and empowers agents to employ self- improvement measures and amplifies agents to achieve business goals.
- Open Cloud Foundation Power rapid innovation with an extensible enterprise- grade platform that scales securely, deploys quickly, and serves customers of all sizes globally.

Intelligent Call Management (ICM)/Automated Call Distribution (ACD)

The use of the AI-powered NICE inContact platform enables robotic desktop automation which includes an innumerable amount of automated functionality. Since the NICE inContact platform houses so much functionality/skills, it enables agents to log in to all skills simultaneously, while also enabling agents to log in without being required to take calls.



Group O's ACD is a skills-based omni-channel routing engine that intelligently connects customers to the best resource. Our ACD provides a universal queue for multiple channels, all with a consolidated omni-channel agent desktop with customer context. The ACD increases customer satisfaction by adding channels to personalized interactions and uses AI-powered bots and self-service to automate routine tasks. CXone ACD leverages analytics and artificial intelligence for smarter routing. It enables elevation across channels – including from AI Bots – and makes it easy to create and maintain omni-channel routing using a centralized, visual, and intuitive ACD workflow design tool.

Our NICE inContact CXone ACD/IVR provides callers with a positive call experience by getting the caller to the right agent with the right skill set on the initial call, notwithstanding their geographic location, center, or work site. The ACD also uses skills-based routing to optimize interactions by delivering DHHS' customers to the right agent or method of service quickly and effectively, regardless of contact channel. The system has other benefits as well; announcement and specialized message programing, entered digit routing, allowing agents to see when calls are in the queue, to name a few.

An easy-to-use interface allows Group O to manage queues, monitor interaction quality, communicate with agents, generate custom reports to help agent performance and ensure customer experience improvement.

Additionally, NICE inContact will facilitate inbound and outbound calling. The system can import numbers for auto or manual dialing. It also has answering device detection and business answering machine detection capabilities. When using a table import feature, filters can target specific numbers to dial, allowing customization of a call selection for outbound calling. The system maintains "Do Not Call" requests to comply with federal and state "Do Not Call" regulations. If required, the system can also match "Do Not Call" designated numbers against files received from DHHS, prior to initiating outbound dialing.

The system also delivers outbound robocalling to dial numbers at a high and controlled rate and can be programmed to deliver a specific quantity of calls in a set timeframe. Tens of thousands of calls can be delivered daily using this method of outbound dialing. These automated services are monitored for the appropriate and confirmed delivery of messages

NICE inContact ACD matches customers to the right agent every time.

to customers, and recipients of the message are provided an immediate call back feature to access a live agent, if required.



Group O handles millions of omni-channel customer interactions. Group O assists our clients in reaching their operational goals and objectives while maintaining a high level of quality, predictability, reliability, consistency, and transparency. Our delivery of care is at a premier level and drives customer satisfaction to peak levels.



Today's customers are conditioned to get the answers they seek quickly and through their preferred method of communication. We meet this expectation by providing a suite of convenient tools and services using the NICE inContact omni-channel routing which is a contact routing and interaction management suite. It equips agents to engage and interact with customers in digital and voice channels. The omni-channel capability connects customers' journey across any channel, voice, work item, email, SMS/text, social media platforms, online chat, and IVR enabling a consistent, personalized customer experience. The system also allows agents to be quickly deployed anytime and anywhere because of the self-service AI chatbot and voice portal. Listed below are a few features that sets our system aside.

Omni-channel Routing – routing and interaction management that empowers agents to interact with customers positively, and productively in digital and voice channels. These solutions include an ACD, IVR, interaction channel support and proactive outbound dialer.

Analytics – turns insights into results by making data relevant, easy to consume and actionable to drive measurable improvements and understand the omni-channel experience customers receive. These solutions include interaction analytics, customer surveys, reporting and performance management.

Automation & Artificial Intelligence (AI) – leading-edge, intuitive technology that eliminates mundane tasks and speeds resolutions of customer issues for better business outcomes. It provides self-service, agent-assisted and fully automated alerts, and actions.

We can integrate the web chat functionality with DHHS' websites, allowing direct contact with live agents in the customer care center. Web chat delivers pre-messaging to customers prior to placement with a live agent and collects pertinent information to identify the customer and provide agents with a sense of their inquiry before engaging in the digital conversation. Web chat can also deliver "knowledge base" lookups and canned responses from a library maintained within the system. There is also flexibility to transfer sessions into a live call environment seamlessly with the same agent taking the call that originally handled the web chat. The web chat service can be designated to support specific programs or broadly used as a support channel for all programs.

Group O Call Center recognized by Live Help Now for BEST CUSTOMER SERVICE



Group O Call Center recognized by ICMI for BEST USE OF TECHNOLOGY



Group O also has the ability to provide a dedicated web chat service for DHHS staff to provide immediate assistance for questions that may come up during calls that the DHHS staff are handling. Agents can invite a customer to web chat if the system detects trouble based on clicks or wait times. Our solution also includes technology to quickly identify spikes in call, email, or web chat volume, allowing us to mobilize agents quickly. This ensures immediate action upon identified spikes and successfully manage them while maintaining service levels and quality and most importantly, ensuring customers can reach an agent as soon as possible.

CRM Solution

Microsoft Dynamics 365 (Dynamics 365), Group O's CRM solution, serves as the source for meaningful customer interactions. Today's customers are conditioned to get the answers they seek quickly and through their preferred method of communication. As customers have become more tech-savvy their expectations continue to evolve and they want their experience to be personalized, they want the process to be easy and convenient, and they want it now. The Group O solution, including technology and experience and training of staff, meet today's customer's expectation and even exceed their expectations. Whether the interaction is via phone, web chat, or email, all information and resolution details are captured, including if a case has been reactivated, as shown in the figure below. This technology delivers guided, intelligent service and supports on any channel; it gives agents the tools needed to ensure quick and accurate resolutions, consistently. It creates an effortless support experience allowing agents to assist customers quickly and professionally.

Dynamics is configurable and can be customized to support the DHHS' needs; it also integrates with NICE inContact technology and has API connectivity capability. Configured fields are available to capture the necessary information and improve service through targeted analysis of contact care center operations and business critical data. Dynamics has multiple capabilities to meet DHHS' needs.

Customer information can be loaded into the system from a file or accounts can be created as customers call in for assistance. Each contact will be given a unique identifier and set priorities. Setting priorities allows easy tracking to ensure that anything with a high priority is resolved in a timely manner. Every contact also has a status of either open or resolved to assist in identifying customers that may still need assistance.

Dynamics 365	o v Service v Accounts >	Samsung - Verizon >		P D		0?
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Figure 2: Microsoft Dynamics Functionality Capture

This system is key to the Group O's ability to identify trends and support the DHHS' service levels and goals. Group O has extensive data capture and analytics capabilities that provide proactive insights gained through customer interactions and customer care center systems reporting as a result of this system. It provides reports and data that will quickly identify spikes in call, email, or web chat volume, and mobilize customer care center personnel quickly. Dynamics also captures feedback from all calls to help understand call trending and provide a historical view of each customer. The system also has a library of standard reports that address daily operations; our Workforce and Data Analytics teams track and trend call dispositions, customer sentiments, and specific program KPIs.



Reports can be run at any time to show all open cases and show length of time that it took to resolve a case. The system also produces client-specific dashboards to help quantify trends identified by agents and subsequently share those pertinent details with DHHS, regularly. Our process for gathering the data includes providing agents with systematic call dispositions to record the various customer scenarios they encounter and use of this cutting-edge technology. This data assists with ensuring that agents have all of the necessary knowledge and training to handle all call types and exceed service levels.

Dynamics gives Group O the right tools to intelligently handle routine requests and also resolve more complex issues. For each inquiry, agents will capture details within

Dynamics to create a single, consistent service experience through a threaded view of the customer experience. This ensures that every customer receives a unified experience, even if their case is transferred between agents or across channels. Agents will continually monitor quality by listening to calls, reviewing CRM documentation, and tracking individual service levels.

This CRM provides visibility into the customer experience; it also provides real-time reporting, reports on case dispositions along with other customized reports at DHHS' request. This visibility is supported through regular reporting and proactive trend identification. These dispositions are captured in

Dynamics and reported to our clients in regularly published performance dashboards and reports. Additional layers of dispositions can be customized based on client requirements and/or program changes. All of the data will be shared with DHHS to help improve customer relations. Dynamics will support improved integration across the organization's programs. Applicable DHHS staff will be provided licenses to each system when requested for visibility into real time activities. With our CRM, DHHS will have visibility into the essential tools that they need to make important, customerbased decisions; for example, if the case has been escalated or if it's urgent, as pictured below.

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Home / Cases											
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Program		I Active	Cases +				Search	٩	Download	• Create	
Appliance Recycling Pro Energy Efficiency Assista		Case Number	Case Subject (DTE)	Case Subject	Program	Disposition	Sub Disposition	Customer	Urgent ↓	Status Reason	
Energy Star Appliances Heating and Cooling (HN Home Energy Consultati		CAS- 196834- P8D6C6	Escalation	Escalation	Marketplace	General inquiry	/ Equipment use	NATHAN	Urgent	Open	
Home Energy Reports DTE Insight	~	CAS- 196068- L6T1V6	Rebate Inquiry	Rebate Inquiry	Appliance Recycle Program	General Inquiry	Rebate Status	HASSAN	Urgent	Open	
	Apply	CAS- 195915- C3P7Y9	Energy Bridge	Energy Bridge	Insight	General Inquiry	y Product/Program Inquiry	, Joe	Urgent	Open	

Figure 3: Microsoft Dynamics 365 CRM File Display



Risk Management

Group O is PCI/DSS Certified and operates in accordance with those standards as we successfully manage millions of customer interactions each year. All of the Group O facilities are fitting for handling sensitive data; they have separate

Certified

access controls and are positioned carefully to reduce the risk of information being viewed by unauthorized persons. The information security processing equipment is located in secure locations within the facilities away from public

Helps ensure the privacy and Level 1 PCI DSS Level 1 security of confidential and Certified personal payment card Information

Independent auditing statements that

quality controls and whether they are

assess the state of an organization's

operating effectively



access areas. IT storage facilities are secured with lock and key or HID badge access systems to avoid unauthorized access. The main lobby is staffed with a security guard who provides or denies visitors access to the facility. All visitors must sign in and are escorted in the facility, including data centers.

For more than 10 years Group O has successfully maintained ISO and TL9000 certifications; we are also SSAE18 Type II compliant. The annual re-certification by an independent third-party validates that effective controls maintained and include rigorous inspection and testing by the audit. The third-party auditor reviews and ensures that documented controls, including security, are effective. We leverage process and technology to control access to information and audit against those controls internally, by

SSAE 18 (SAS 70)

II Compliant

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independent third parties, and in some cases by our clients.

Data Security. Group O takes data security very

seriously, consumer data confidentiality is provided throughout our management process. Due to the nature of many of our client relationships and the confidentiality their clients require securing personal customer information is paramount in our delivery of customer contact center solutions. Group O ensures that all DHHS-specific data will not be distributed, repurposed, or shared with anyone; the data will strictly be used to fulfill the requirements of resulting contract.

Only authorized devices (issued workstations) have the potential to be used to access in-scope information. Internally, access to customer data is granted following the principle of least privilege via two primary methods. First, Microsoft Active Directory security groups protect information by providing access only to authorized users who have a valid login and password. Second, all custom applications provide an additional security mechanism that dictates data access level based on user profile. A formal request in our enterprise ticketing system, requiring an approval process, must be completed for a user to be granted to access in-scope information.

Group O maintains all of the legal data retention/deletion requirements as well as client-specific requirements; systems and processes are configured to adhere to these requirements. All retained data is backed up to geo-redundant storage, and we can offer a recover time of less 10 seconds. Documented procedures exist to remove access from separated employees in a timely manner. Access to internal database servers containing customer information is available only through the firewall and only between certain systems.

Group O maintains a number of quality certifications and protocols allowing us to provide dynamic solutions to our clients. The Quality Assurance Team maintains our QMS, which manages processes and continuous improvement to facilitate overall efficiency. The Team also conducts regular internal and external audits, of all functional areas of our operation to ensure our QMS remains active in all departments, Group O uses audits as accountability and to ensure compliance with all required quality assurance measures. Group O uses first, second and third-party audits. All audits are conducted with all applicable requirement sets (ISO, TL, etc.).



First party audits are conducted by the Group O internal compliance team. These audits are conducted on a scheduled frequency, quarterly at a minimum, by properly trained auditors and the cover all departments and centers. Second party audits are conducted of Group O suppliers and conducted by our clients. Third-party audits are conducted by unbiased external registrars or accrediting bodies.

Group O is also a third-party Administrator and participates in annual Unfair, Deceptive or Abusive Act or Practice (UDAAP)² audits to maintain our banking partnerships. All new agents are required to pass UDAAP training, as well as annual refresher training. The Consumer Financial Protection Bureau (CFPB) is the federal regulatory agency that has authority to enforce UDAAP. Under the Dodd-Frank Act, it is unlawful for any provider of consumer financial products or services or a service provider to engage in any unfair, deceptive, or abusive act or practice.

Security Training. To ensure that our clients are protected by our security channels, Group O employees are trained on our information security policies, with additional more rigorous training for those who access proprietary systems or processes. Security training is conducted annually as a refresher for all employees and updates to the security policy are disseminated regularly to reinforce the training.

In addition to Group O's security certifications, standards, policies and practices, the team is happy to meet DHHS' additional requirements.

Change Management. Group O follows a change management process governed by workflows in ServiceNow. A change advisory board meets three times weekly to review change requests and approve for deployment.

Changes to existing programs or the start of a new program, can be communicated with your assigned Customer Success Manager (CSM), who will ensure updates and/or changes are distributed throughout all departments at Group O, especially to supervisors, managers, training, and quality assurance teams that support the DHHS program. All training includes a content assessment and review with customer care center before being disseminated to agents. Methods of delivery for agent training include, classroom, agent desk drops, team meetings and online alerts delivered electronically through our learning management system (LMS).

As updates are organized, timing for delivery is considered. Group O is able to accommodate immediate delivery and institution of new procedures related to the updates. Updates and information are scheduled for delivery ensuring the least disruption to the production environment that supports customers, while also meeting client expectations and goals. Frontline leadership will remain engaged during training to ensure agents are compliant with the change. The QA team will ensure all monitoring score forms are adjusted if needed, and immediate status of adherence will be provided as a post-training activity. The CSM will ensure DHHS is updated regularly on the success of implementing all changes.

Group O's systems support and in-house IT team as described above along with our business continuity effort has more than prepared us to meet the DHHS requested outage response times.

Incident Response. Our NICE inContact system is a cloud-based solution; therefore, Group O has a Trust Office, an organization of cloud security experts, tools and processes that provide superior security, compliance, and reliability for

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² Unfair, Deceptive or Abusive Act or Practice (UDAAP) is a federal law introduced as part of the Dodd-Frank Wall Street Reform and Consumer Protection Act (Dodd-Frank Act) that applies to the U.S. Bank and Group O through Third Party Risk Management.



safeguarding our contact centers. We provide protection for critical company data, high system-wide availability and a CX platform that meets the needs of digital-first businesses. Group O currently uses industry standard file-integrity monitoring (FIM), host-based firewalls/malware, access controls, including single sign-on and workstation and software inspections to ensure that server systems, software and hardware are operating successfully, which will be applied in this facility as well. We ensure security through a meet and exceed approach to audits for FedRAMP, PCI DSS, HITRUST, SOC2, GDPR and more. The platform is rigorously tested though regular penetration and intrusion detection exercises. We ensure proactive monitoring daily – 24x7 basis, allowing for 99.99% guaranteed platform uptime, including maintenance windows.

Additionally, the Group O Solution includes support from a team of IT professionals led by the Director of Information Security who is responsible for establishing, documenting, and distributing security policies and procedures, as well as incident response and escalation procedures. Our Information Security Analyst monitors and analyzes security alerts, as well as, distributing information to appropriate people.

Group O also staffs experienced web and application developers, responsible for the entire suite of custom applications we have designed over the years. This diverse group has a broad base of expertise in areas of web development, graphic design, application development, integration, database design/optimization and security and are able to resolve any IT incident. The developers are knowledgeable of recent trends in technology and are able to utilize industry standards and best practices to provide unique solutions for our clients. The Team also maintains relationships with third-party technology providers that help us deliver many of the innovative customer care center applications used today.

The Team maintains a number of quality certifications and protocols allowing us to provide dynamic solutions to our clients. The Quality Assurance (QA) team maintains the organization's Quality Management System (QMS), which manages processes and continuous improvement to drive overall efficiency. We also conduct regular internal audits of all functional areas of our operation to ensure our QMS remains active in all departments.

Business Continuity

Group O has a documented Business Continuity Plan (BCP) that includes coverage of the facilities, technology, and staff. We use a SaaS product to manage, review, and test the plan. Our systems are designed to be resilient, even in the most severe situations. NICE inContact is built to ensure that an outage of a component does not eradicate the entire system. Internet access is backed up by a redundant connection at another facility. Agent desktops are supported by a virtual desktop solution which ensures maximum availability and functionality. NICE inContact platform provides even more of a robust architecture, with greater redundancy, resiliency, more flexibility in locations, and much quicker provisioning for scaling up and down.

As it relates specifically to the DHHS, the Group O is well positioned to account for and eliminate any potential disruptions to services caused by natural disasters or other local issues impacting facilities or staff. Group O has an overarching BCP that encompasses our clients' requirements. The team will incorporate DHHS' specific requirements into our existing plan to ensure proper testing time are resources are available to meet the backup plan and timeline. To provide geographical redundancy Group O will utilize work from home staffing across the US, in conjunction with staff located in Group O's physical locations.

Replication and redundancy of technology supporting these programs, through use of hosted/cloud environments, will also help to ensure that agents stay online and able to serve your customers at all required times. We have identified several business disruptions that may occur including a loss of key employee(s), system, or facility. We have developed



our infrastructure, processes, and procedures to help diminish these risks and reduce the impact to our operation. A pandemic preparedness policy is also an integral part of the overall plan. Our deep relationships with key partners and suppliers help to strengthen our plan in the event we need to execute.

Additionally, our staff is cross trained to handle multiple functions in the event we lose akey employee(s). All work instructions, process flows and key procedures are maintained and monitored by our dedicated and independent quality assurance team that comprise Black and Green Belts. Six Sigma and Lean Practices are standard protocols employed in all aspects of managing our business service delivery.

The leadership team and all client-facing team members have smartphones and laptops that provide flexibility to work from any location. In the event we experience an IT interruption to business due to a natural or human-induced disaster our comprehensive disaster recovery plan allows us to access the data, hardware, and software necessary to resume critical business operations.

Systems are designed with resiliency and redundancy. Our environment is highly virtualized allowing for simple recovery to alternate virtual hosts. Production systems are hosted in a private cloud solution with a primary data center in lowa and a secondary data center in Arizona. We provide protection for critical company data, high system-wide availability and a CX platform that meets the needs of digital-first businesses. Our systems are actively monitored 24x7 for possible issues. In the unlikely event of failure, the average recovery time has been tested to be less than 30 minutes. All content and data are stored offsite and backed up nightly. We have 40 years of experience providing our clients customer care solutions that enabled us to build a business and execution infrastructure that meets their stringent requirements for availability, security, and reliability.

We also have a comprehensive disaster recovery plan. We have identified several business disruptions that could occur including a loss of key employee(s), system, or facility. We have developed our infrastructure, processes, and procedures to help diminish these risks and reduce the impact to our operation. A pandemic preparedness policy is also an integral part of the overall plan.

In the case of 24x7 coverage within our customer care center operations, our ability to continue providing call support is generally not interrupted as we have redundancy within our cloud-based call delivery system. Maintenance performed by our clients on sites or applications that they host may be the only area of interruption to our support; however, we take steps to provide our operators with information that can be used in lieu of a system resource being available.

Disaster Recovery Plan – Group O has a comprehensive disaster recovery plan (DRP) that can be shared with DHHS; however, we have provided an executive level description of our comprehensive plan. We have developed our infrastructure, processes, and procedures to help diminish risks and reduce the impact to our operations in the event of a disaster. A disaster preparedness policy is an integral part of the overall plan. Group O's DRP is tested annually, and we require our suppliers have disaster recovery plans in place and strive to have back-ups to all their suppliers. Our deep relationships with key partners and suppliers help to strengthen our plan in the event we need to execute.

Group O's staff is cross-trained to handle multiple functions in the event we lose a key employee(s). Systems are designed with resiliency and redundancy. The Team maintains a highly virtualized environment allowing for simple recovery to alternate virtual hosts. Employees providing support will be able to work remotely to provide continuous service to DHHS, if necessary. For example, during the recent COVID-19 pandemic, Group O shifted to a concerted work from home solution to keep the staff safe and healthy and to continuous services for our clients.



Group O's information technology and security and systems are more than capable of sustaining a remote work environment. Currently, ninety five percent the Team's center workforce is currently set up with the technology and security to work effectively remotely.

Group O's comprehensive DRP is activated when the Recovery Management Team (RMT) determines a disaster has occurred. The RMT will notify the CSM to activate the recovery plan. In the event of an equipment outage, employees with access to personal telecommunications equipment will continue limited operations from an assigned remote location while new equipment will be expedited to an assigned alternate facility.

The comprehensive DRP identifies the critical applications required to support each business function within the facility; it also includes the technology recovery timeline and recovery time objectives – the period of time within which systems and/or applications must be recovered after an outage to support the specific business function. The DRP also identifies the recovery point objective, the time in which data must be restored and/or systems are recovered after an outage to support the specific business function.

Group O's comprehensive DRP also identifies the equipment and supplies requirements, the equipment and supplies required by the facility after the interruption in order to resume the business operations. Vital records requirements are also captured in the DRP, that is, the lists the records, documents, legal papers, etc., required by this business unit following a business interruption in order to resume the business operations. The vital records requirements capture the record name, its primary source, and its backup medium (electronic, paper, thumb drive backup, etc.) and helps the business unit to obtain the record as needed during the recovery efforts.

4. Detailed project work plan

Transition In. Having initiated and transitioned 11 large program portfolios, including all customer care center support programs, in the last 3 years without missing a start-up date, Group O brings strong management and technical expertise, established infrastructure and processes, and turnkey services for efficient program management. The Team has expansive, demonstrated experience transitioning programs from an incumbent contractor as well as new program launches from the ground-up, i.e., start-ups. Additionally, we recognize the importance of transitioning center support in a manner that is seamless to the customer while also improving the overall customer experience. To mitigate the risks associated with transitioning, Group O uses a disciplined Project Management methodology including a thorough onboarding checklist and project plan to ensure seamless integration of all program elements. The plan's primary focus will be on secure system setup, technical connections, and overall training. Group O's Program Manager will be responsible for coordinating the onboarding activities and will work towards the ultimate delivery of services on the scheduled date of live production. The CSM will schedule regular calls and internal meetings to keep

stakeholders and process owners on track and will publish regular updates on progress. This is a proven approach that allows for a smooth transition, especially for in-flight programs that are moving from an incumbent.

The Team has designed a transition plan that includes 3 primary phases: Engagement, Setup & Implementation and Ongoing Execution. In each phase key activities are scheduled to ensure all critical elements of a program are on boarded smoothly.



Group O's onboarding plan, focuses on the following areas to ensure consistency with all expectations of service delivery to DHHS customers:

- Branding ourselves and immersing our staff in DHHS' brand, attending train-the-trainer sessions that prepare our staff to support ongoing training
- Acquainting our staff with all resources and materials associated with the work we are supporting
- Holding weekly meetings with clients to discuss trends and any needed changes
- Running call calibration sessions to monitor effectiveness of customer care efforts and customer experience.

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Once work is awarded, the Engagement phase begins by executing the Contract and SOW and documenting the final requirements for implementation. Group O will assign a Customer Success Manager (CSM) that will oversee initial onboarding and provide ongoing support. This valuable resource will become DHHS' primary point of contact from the start of the program throughout the ongoing execution of work. Through daily and weekly communications with key stakeholders, the CSM will ensure that DHHS and Group O stay in lockstep on our customer care activities, any program changes and ultimately performance expectations.

During the Setup & Implementation phase, Group O will start with the train-the-trainer session prior to training agents. Our dedicated trainers will learn existing materials and can help build additional training from scratch if needed. Once our trainers have completed the initial session, agent training is delivered in a classroom setting using a variety of methods including facilitator lead instruction, hands-on practice, role-playing, team exercises, evaluations, LMS system training and more. The Team's goal is to ensure that all learning styles are accommodated and that a balanced curriculum emphasizing procedural adherence and customer experience is provided. Ongoing training is handled the



same way with digital training alerts, team meetings and one on one coaching supplementing our classroom approach. The training manager and additional training staff will be cross trained to ensure program continuity.

In addition to training, the Group O team will document all needed points of integration and will focus on the key points of execution that fall within the defined scope of DHHS' program. This evaluation will include telecom, IVR, and CRM technology setup to accommodate DHHS' expected environment, workflows, reporting and other procedural integrations that need to take place. Group O has learned that partnering early on in these areas yields additional long-term benefits by way of efficiencies and improvements. The ultimate benefit yielded will be to reduce costs for DHHS while maintaining and even elevating the customer's experience.

During the Ongoing phase, the entire Group O team initially assigned to your account will remain dedicated to DHHS from onboarding into live production.

As agents begin supporting DHHS' customers, the operations teams will collect interaction dispositions and trends to share with the team. Transparency to results and open dialogue about the customer experience will allow DHHS to validate the effectiveness of care for all work assigned to Group O. As the contract progresses, Group O will schedule regular transition/business review meetings (normally on a quarterly basis) to assess the health of your program and to review all key performance indicators. We will also use this time to agree upon larger strategic changes or enhancements outside of the ongoing updates we will already be making to the program.

Group O has expertly managed the transition and start-up of customer care centers, with our modern all-inclusive technology, bench of qualified, experienced staff and proven management practices we've migrated the gaining customer care center into a center of excellence. We improved customer satisfaction and delivered high quality customer support by recruiting the right talent, fostering a learning environment, arming the agents with meaningful data, focusing on ways to improve our servicing, and constantly monitoring quality both during transition and beyond. While working with DTE, the Group O Team managed inbound calls and email "Our work is unique and continuously evolves as we learn and grow together – thanks to everyone for their flexibility, perseverance and dedication!"

~ Nancy Holz, DTE Energy

communications in support of Energy efficient programs for DTE Energy. Group O also worked with DTE through a quick 45-day transition of their customer contact call center support for all Energy Efficiency programs and provided a highquality implementation by exceeding project goals, enhancing successful programs, and elevating the value added to customers through first call resolution metrics. During the transition, Group O created a customer relationship management case for every inquiry, providing the client with a history of care for each customer available for review and assessment to facilitate follow-up, if needed.

Group O also transitioned a sizeable portion of another customer care business for one of our largest clients, AT&T, essentially growing our volumes of daily customer interactions by 50 times. Six months into the transition, the client reported that they had not received even a single escalation from the customer base or their executive team.

Our methodology and approach will ensure a seamless transition of DHHS' programs and a smooth implementation of all aspects of the work required. Paramount to the success of the program will be the customer experience throughout; the Team's award-winning execution and performance will ensure that DHHS' most valuable assets are given the best care possible. We will use established management and assigned project staff with direct, hands-on experience implementing programs of comparable size and complexity. We have a proven track record in transitioning customer care support for



programs from existing contractors and transforming them into customer care centers of excellence while and successfully administering an enjoyable customer experience.

5. Deliverables and due dates

Based on experience with similarly sized programs Group O recommends a dedicated Customer Success Manager (CSM) who will be responsible for coordinating all onboarding activities and providing ongoing program support. Each CSM dedicated to a client reports to a Director of Customer Success who will serve as a backup to the CSM. In many cases, a second Senior CSM or Associate CSM will also be assigned as contingency points of contact for our clients.

Project Management is one of the primary components of our solution delivery methodology and below are examples of some of the higher level responsibilities of our PMs as manage a client's account:

Project Management

- Core program and project management elements are addressed at initiation and throughout the client engagement to ensure cohesive, failsafe solution development and deployment. Key deliverables:
 - Deliverable Management Leverages a detailed project plan including key milestones, dependencies, and accountabilities — drive project success
 - Budget Management Ensures that project costs, resources and deliverables are tracked and communicated diligently to avoid surprises
 - Communication Management Proactively ensures that all stakeholders are informed at each step, including defined issue identification and escalation paths
 - Issue Management Includes escalation paths and remediation models
 - Risk Management Identifies and addresses key risk factors
 - Change Management Applies proved disciplines to ensure that all changes are documented and approved
 - Resource Management Ensures that the right resources are deployed at the right times to meet deliverable timelines
 - Quality Management Leverages proven and established disciplines to help ensure flawless failsafe solution deployment and transition
 - Performance Management Defines SLAs and KPIs so that performance is monitored against targeted business goals

The CSM will focus initially on timely delivery of all committed services and technology solutions to the DHHS by the promised launch dates. This individual will schedule regular calls and internal meetings to keep stakeholders and process



owners on track and will publish updates on progress to keep everyone well informed. This disciplined approach allows for a smooth transition and will ensure that both the State of Nebraska and Group O account for all potential areas of integration required for a successful program. Ongoing, the dedicated CSM will become a singular point of contact for DHHS. This person will also coordinate any program changes or needs with the necessary departments at Group O, including Call Center, Training, IT, Development and Accounting. As DHHS scale contact center programs to a point where additional CSM resources are needed, Group O will assign additional staff to serve in similar roles.

A sample of key deliverables are listed below, and a detailed project plan with due dates can be found in the appendix of the Group O response.

ate of Nebraska DHHS			Status Tracking 0 = Not Starteo● 1 = In Progress ●	
PROPOSED Call Center Services Program				2 = Complete 🏾 🔍
Key Launch Milestones	Duration	Start	Finish	Current Status
Contract Matters				•
Scope of Work				•
Authorization to Proceed				•
Establish reporting and invoicing process				•
Contract finalization				•
Task 1.0 Planning Kick-off Meeting				
1.3 Finalize launch timeline				•
1.4 Finalize technology plan				•
Task 2.0 Launch Kick-off				•
2.1 Assign existing resources				•
2.2 Interview and onboard new hires				•
2.3 Establish meeting cadence				•
Task 3.0 Technology development and integration				•
3.1 Programming, licenses, branding				•
3.2 Develop scripting, speaking points, decision tree				•
3.3 Client review and approval				•
3.4 800#/IVR Setup, if needed				•
Task 4.0 Evaluate/Document Processes				•
4.1 Gather Client branding and stylistic guides				•
4.2 Gather program documentation from Client				•
4.3 Gather program calendars from Client, if needed				•
Task 5.0 Establish Quality Processes				•
5.1 Document quality management plan				•
5.2 Calibrate call quality score card				•
Task 6.0 Employee Training				•
6.1 Train the Trainer				•
6.2 Develop training plan and begin training				•
6.3 Testing and role playing				•
Task 7.0 Establish Reporting				•
7.1 Configure reports				•
7.2 Report testing and Client approval				•
Task 8.0 System Testing				•
Task 9.0 Launch Call Center - January 1st	1 day			•
Task 10.0 Post Launch Project Evaluation				•



Attachment 1 - Form A - Bidder Proposal Point of Contact

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ATTACHMENT 1

Form A Bidder Proposal Point of Contact Request for Proposal Number 113578 O3

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:	Group O, Inc.	
Bidder Address:	4905 77 th Ave Milan, Illinois 61264	
Contact Person & Title:	James Hunter, Director of Business Development	
E-mail Address:	James.Hunter@groupo.com	
Telephone Number (Office):	309-736-8300	
Telephone Number (Cellular):	563-723-2894	
Fax Number:	309-736-8301	

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:	Group O, Inc.	
Bidder Address:	4905 77 th Ave Milan, Illinois 61264	
Contact Person & Title:	Debra Jefferson, Director of Government Accounts	
E-mail Address:	Debra.Jefferson@groupo.com	
Telephone Number (Office):	309-736-8300	
Telephone Number (Cellular):	202-417-4166	
Fax Number:	309-736-8301	



Attachment 2 - Form B - Request for Proposal for Contractual Services Form

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ATTACHMENT 2

FORM B

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Solicitation, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder maintains a drug free work place.

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

_____ NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this Solicitation.

_____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

_____ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.

FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN

FIRM:	Group O, Inc.
COMPLETE ADDRESS:	4905 77 th Ave, Milan, Illinois 61264
TELEPHONE NUMBER:	309-736-8310
FAX NUMBER:	309-736-8301
DATE:	
SIGNATURE:	for monoth
TYPED NAME & TITLE OF SIGNER:	Robert Marriott, CFO



Attachment 3 REQUIRED BIDDER RESPONSES

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ATTACHMENT 3

REQUIRED BIDDER RESPONSES

Describe your understanding of the business requirements, including reporting requirements. Describe your approach of how you will accomplish the business and reporting requirements. Bidder's Response: Group O has a full understanding of the entire scope of project requirements as outlined in the Request for Proposal. The Group O Solution stands ready to implement a fully scalable contact center to provide support services for Access Nebraska. Group O's services will include answering and assisting inbound callers, performing outbound customer outreach activities, back office processing services, and print service capabilities. The Group O Solution employs vast levels of experience relating to economic assistance programs for state government agencies. Group O's past history of successful operations of state government contact centers, make Group O the perfect partner for the State of Nebraska and the DHHS. Within the required timeline, the Group O Solution will implement a full service contact center with the capacity to handle the number of daily calls required (5,200-6,700) as outlined in the Request for Proposal. Group O's contact center solution will be prepared to meet the required hours of operation of 8:00am to 6:00pm Central Time, Monday-Friday, or as required by the State of Nebraska. Group O understands and will meet or exceed all Service Level requirements including ASA, AHT, Abandon %, and all other KPI's outlined by the DHHS. Group O offers a robust reporting platform, powered by Microsoft's Power BI, that provides DHHS with full transparency to the performance and health of your programs. We work with you to set goals, then track the key metrics essential for forecasting, service level execution, and KPI delivery. Our data tracking processes allows Group O to provide actionable information and insights that can guide strategic decisions as trends emerge within DHHS's programs. Our reporting 1. is openly available to the DHHS team and can be easily configured to meet specific needs. Reporting delivery typically comes in the form of dashboards and trending charts delivered directly to stakeholders, or through an online portal, or both. The reports we post or publish will allow designated DHHS staff to drill down into specific metrics for whichever timeframe is needed, to further analyze trends and performance. Group O's Analytics team can also provide additional assessments and insights from the data that is reported, giving DHHS the chance to review the overall ROI for the associated customer support programs. Group O will measure all interactions with customers and summarize Service Level SLA's including % of Calls Answered within a target Average Speed of Answer, Abandon Rate, Average Handle Time and more. Our Call Center reporting dashboards are extensive and allow for drill-down to the program, campaign, and agent levels. Our goal is to exceed both the customers' expectations as well as our clients' requirements. We measure our agent's performance with Quality monitoring scores which are shared with our clients, and we host monthly Client Calibration calls to listen to live and recorded calls. The ease of use metric is a bit more subjective, but it can be measured through Net Promoter Scores (NPS) and customer satisfaction surveys. Insights from these surveys and other feedback methods can provide DHHS with valuable data points to form future customer support program strategies. Group O can customize reporting for DHHS's needs and ensure that all applicable metrics are captured and reported. Call center reporting provides a critical view into so many components of a consumer's experience as well as the effectiveness of our agents in servicing and caring for your customers. The depth of insights within these reports are often immense and allow our clients to place a finger on the pulse of their consumers' sentiments and respond more proactively to issues before they escalate. The Group O Solution has proven through past performance that we possess the technical acumen,



	industry knowledge, and innovation needed to meet and exceed all requirements outlined by the State of Nebraska and the DHHS in the Request for Proposal.
	Describe your site security and how you will maintain security for remote workers. Both physical and
	technology security. Bidder's Response:
	Group O has a robust security infrastructure that protects client data from internal and external security threats. Group O has engineered security into the framework of our platform and we continually validate that those measures are effective through audits and certifications performed by accredited independent auditing firms. Annually we participate in three audits that validate our security infrastructure.
	 An internal/external network security assessment using industry accepted tools is performed by an independent third party providing an extensive report on the state of our network security. The report we receive is thoroughly reviewed and validated by Group O's security professionals who then remediate any findings when applicable. For over 10 years Group O has successfully maintained an ISO27001:2013 and TL9000 certification. Group O is also SSAE16 Type II compliant. The annual recertification by an independent third party validates that effective controls are in place and includes rigorous inspection and
	testing by the audit staff of our independent third party to ensure all of Group O's documented controls, including security, are effective.
2.	Group O employs technologies from industry leading firms to ensure the safety of our customer data. We protect our internal network from the Internet with Cisco ASA firewall appliances configured for active failover. These appliances also incorporate Cisco's Intrusion Prevention System (IPS) modules to identify and mitigate threats in real-time. The firewall also protects our DMZ network where Internet facing systems reside, providing separation from our internal systems. Remote access to our network is protected through secure VPN tunnels and restricted to authorized personnel only. We use IBM Tivoli EndPoint Manager to manage OS and application security (patch management). Kaspersky Antivirus provides desktop and server protection from virus, malware and other bad actors. Quadrant provides managed SIEM services to analyze and alert onsite staff to threats across the network. AT&T's SEG solution provides email gateway services providing protection against multiple email-borne threats. Group O enforces the Rule of Least Privilege in assigning rights to users through the use of Microsoft Active Directory security groups. Additionally, custom applications build in security mechanisms to allow access to data only where authorized.
	Prior to the global pandemic Group O utilized Work at Home agents for various clients as dictated by client requirements. Approximately 20% of Group O call center staff were permanent Work from Home agents prior to Covid-19. Currently 80% of Group O Call Center support agents are working from home.
	Group O offers flexibility in all aspects of our solution delivery, with staffing contingencies, training options, program monitoring practices and complementary technology designed to support increasingly complex business requirements. We also offer contingency staffing models that can be quickly adapted to support from an at-home environment should emergency circumstances such as the recent Covid-19 pandemic occur. To ensure the ongoing security of remote employees, Group O has instituted the following protocols:
	 Work From Home Guidelines Home inspections to ensure quiet, secure location for work Minimum internet speed of 50 Mbps required for optimal performance Electronic equipment supplied by Group Q



		 Network security ensured by using Aerohive and VDI devices (website access/print/email restriction)
		Written and documented Agent expectations secured with signatures of Support agents and
		 management staff Utilization of Team Chat for questions and needed support
		Group O's Work From Home solution has guaranteed the functionality of a remote user will be the exact same as an on-premise agent. They will have the exact same ability from a call handling and
		application access perspective, including network security.
		Describe your language capabilities, including the percentage of call center staff who are bilingual in
		English and Spanish, and any other languages available. Describe how you will ensure that call center staff are able to communicate with individuals in multiple languages.
		Bidder's Response:
		Group O currently supports both English and Spanish live customer interactions, with 15% of our
		staff being bilingual. This includes bilingual Spanish Managers, Supervisors, Trainers and QA's. If
	3.	other language support is needed, our systems are integrated with a language line for live translation services for over 200 different languages. All other customer interaction channels such
		as chat/email/social media, are currently English Language only.
		All Group O agents, including bilingual agents use English only for internal operations such as
		agent notes, reporting, CRM notes etc. This allows for a seamless process should any customer
		interaction warrant investigation by non-bilingual staff to include checking customer history in CRM and other internal software applications.
		Describe your experience handling Personal Protected Information (PPI) and Health Insurance Portability and Accountability Act (HIPAA) information, including any HIPAA training that employees
		have previously received. If you are a covered entity under HIPAA, please provide the number of
		breach notifications you reported to Office of Civil Rights in the last 3 years. If you are a business associate under HIPAA, please provide the number of security incidents which required notifications
		to Office of Civil Rights for any covered entities for which you are a business associate in the last
		three (3) years. Bidder's Response:
		Group O has great depth of experience in successfully handling customer PPI and HIPAA information. This includes current call center clients such as Employee Retirement Systems of
		Texas (ERS), Illinois Department of Public Health, State of Vermont Rental and Utility Assistance
		Programs, and more. Group O has had zero (0) breach notifications reported to the Office of Civil Rights in the last three (3) years and has zero (0) security incidents which require notification to the
		Office of civil Rights for covered entities in the last three (3) years. Group O is audited annually for
	4.	HIPAA compliance and is ISO27001:2013 certified.
		Group O takes data security very seriously consumer data confidentiality is provided throughout our
		management process. Due to the nature of many of our client relationships and the type of work that we support, confidentiality and securing personal customer information is paramount in our
		delivery of call center solutions.
		All Group O employees are trained on our information security policies, with additional training
		provided for those who access proprietary systems or processes. This training is conducted
		annually as a refresher for all employees and updates to the security policy are disseminated in the same manner. Group O has a dedicated Director of Information Security, who is responsible for
		establishing, documenting and distributing security policies and procedures, as well as incident
		response and escalation procedures. Our Information Security Analyst assumes responsibility for monitoring and analyzing security alerts, as well as, distributing information to appropriate IS and
		Business Units. These positions report up to our CIO, who is responsible for Information Security
		throughout Group O.



	Describe how you will securely print and mail documents.
	Bidder's Response:
	Group O maintains an internal Print and Back Office Mailroom located at our corporate headquarters in Milan, Illinois. We stand ready to expertly handle all print and mail requirements outlined in the Request for Proposal. Our process to ensure world-class print production starts in our in house Creative department. The Creative team designs around the end result so that files are optimized for the best production possible. Working closely with the client on these projects allows us to generate printed pieces that meet the specific mailing, branding and compliance criteria that is required. Group O will utilize the relevant method and best quality output available based on the overall requirements.
	Pre-Press Processes Off-set: After final client approval, Creative Services packages and prepares final artwork to send to the printer according to required specifications.
	Pre-Press Processes Digital and Variable: Group O runs an HP Indigo 7600 which allows us to print full color variable pieces on demand. After final client approval, Creative Services creates a reusable template integrating the client data using HP SmartStream Designer. The final output is reviewed and posted to the HP Indigo printer. Use of this technology has resulted in a 50% savings on production time.
5.	Our printing processes extend past Group O print capabilities to our certified network of print providers. Our processes are built to quickly identify, certify and on-board new suppliers so that any print requirement can be met by the optimal production source. Through this print optimization process, Group O precisely matches each specification with the most appropriate and cost effective method of production.
	Group O's internal print shop supports full color formats via HP Indigo 7600 Digital Press (13" x 19" digital sheet fed press). This allows us a wide range of formats including but not limited to: • Letters • Postcards • Tri-folds • Self-mailers • Mail in offer letters • Coupons • Flyers • Sell sheets • Buck slips • Forms • In-line Variable printing • Specialty items In addition, Group O works with a network of certified print vendors, giving us complete flexibility across print formats and access to all of the latest technologies. As capacity demands increase, we can scale accordingly. Group O's back office mailroom currently handles the intake of thousands of pieces of incoming mail daily, ranging from claim applications to return mail pieces. Incoming claim applications received are scanned and uploaded into client systems as required. Applications with missing information can be scheduled for outbound calls to assist customer with completion of the process.
	Describe how you will ensure that any data resulting from services provided is properly secured according to the requirements in this RFP and is not used, accessed, or disseminated by any method or for any reason not authorized by DHHS.
6.	Bidder's Response:
	Group O has a robust security infrastructure that protects client data from internal and external security threats. Group O has engineered security into the framework of our platform and we



	 continually validate that those measures are effective through audits and certifications performed by accredited independent auditing firms. Annually we participate in three audits that validate our security infrastructure. 1. An internal/external network security assessment using industry accepted tools is performed by an independent third party providing an extensive report on the state of our network security. The report we receive is thoroughly reviewed and validated by Group O's security professionals who then remediate any findings when applicable. 2. For over 10 years Group O has successfully maintained an ISO27001:2013 and TL9000 certification. 3. Group O is also SSAE16 Type II compliant. The annual recertification by an independent
	 third party validates that effective controls are in place and includes rigorous inspection and testing by the audit staff of our independent third party to ensure all of Group O's documented controls, including security, are effective. Group O employs technologies from industry leading firms to ensure the safety of our customer data. We protect our internal network from the Internet with Cisco ASA firewall appliances configured for active failover. These appliances also incorporate Cisco's Intrusion Prevention System (IPS) modules to identify and mitigate threats in real-time. The firewall also protects our DMZ network where Internet facing systems reside, providing separation from our internal systems. Remote access to our network is protected through secure VPN tunnels and restricted to authorized personnel only. We use IBM Tivoli EndPoint Manager to manage OS and application security (patch management). Kaspersky Antivirus provides desktop and server protection from virus, malware and other bad actors. Quadrant provides managed SIEM services to analyze and alert onsite staff to threats across the network. AT&T's SEG solution provides email gateway services providing protection against multiple email-borne threats. Group O enforces the Rule of Least Privilege in assigning rights to users through the use of Microsoft Active Directory security groups. Additionally, custom applications build in security mechanisms to allow access to data only where authorized.
	Describe your ability to meet the facility requirements for the printing functions?
7.	 Bidder's Response: Group O's print services shop is located at corporate headquarters in Milan, Illinois. The same physical security controls are in place for the print shop as are in place for the call center operations. Group O's print shop is separated from the call center and is physically secured using an access card badge reader. A security perimeter is defined for all Group O locations. The perimeter of Group O buildings and sites containing information-processing facilities are physically sound; the exterior roof, walls and flooring of the sites are solid construction and external doors are suitably protected against unauthorized access with controls; doors and windows are locked when unattended and external protection is considered for windows, particularly at ground level. Where required, the reception area is staffed with security personnel during working hours. Access to sites or buildings is through access cards or master keys only. All fire doors on a security perimeter are alarmed, monitored, and tested in conjunction with suitable regional, national and international standards; they are operated in accordance with the local fire code in a failsafe manner.
8.	Describe your approach to workforce planning, including the speed, agility, and flexibility necessary to match your workforce to the fluctuating demand of this contract. Response should include a description of equipment provided to staff. Bidder's Response:



Effective workforce management and staff planning will be used in tandem with workforce management technologies to ensure all key metrics are maintained, client goals are met and customer expectations are exceeded. Additionally, effective workforce management ensures that staff are working effectively and feeling appreciated. The NICE inContact platform has a Workforce Management (WFM) module that affords the Group O Team the ability to accomplish the aforementioned.

NICE inContact empowers supervisors and agents, simplifies the workforce management activities, forecasts, and schedules, and improves the ability to execute long term planning.

Supervisors and agents are empowered with the unified, modernized interface, seamless workflow of the NICE inContact WFM module. Agents are able to view the schedule and receive real-time notifications of changes and approvals within the agent interface. Agents also have more flexibility to manage their work-life balance with peer trade requests, shift bidding, and submit time off requests easily. Supervisors are afforded the same level of visibility and also have daily insights for decision making by using the dynamic WFM customizable dashboards.

WFM activities are simplified because the system removes the need for manual calculations and adjustments in a very user-friendly interface that doesn't require specialized training to manage. Supervisors have access to tracking aids, intuitive workflows to generate and manage forecasts and schedules. Eliminate guesswork while ensuring the best forecast using the Best Pick[™] technology within the module. Increase agility in responding to customer needs with Intraday Grid, Intraday Reforecasting, Real-Time Adherence, and proactive notifications. Workforce management will be more proficient overall because the system is so intuitive and easy to use/user friendly.

Al technology permits easy and efficient forecasts and scheduling with over 40 algorithms to achieve service levels, consider AHT and occupancy without overstaffing. Supervisors can reduce labor waste by viewing clear and trusted forecasts and enhanced schedules. Supervisors can maximize headcount with schedules with that ensure agents are in the right place at the right time. The system automatically gathers historical activity into the forecaster to generate expected call volumes and staffing and convert those call volumes into people with the right skills at the right time. Artificial intelligence also ensures that the right skilled agents are appropriately staffed across every channel thus improving the omni-channel customer experience. Schedules can be provided in as little as 15-minute increments up to an hour on a daily basis.

Longer term planning is simplified though the system's ability to ensure agents are available when needed and also proactively plan for events that may increase volume. The system also hypothesizes scenarios for an unlimited number of events and ultimately align future staffing needs.

Key program information will be tracked and monitored in support of the customer care center initiatives that are directly aligned with the client's service level and goals.

Robust data tracking allows identification of issues and proactively report trends as they emerge. Agent assignments will be balanced with inbound support to give the most effective overall customer care. As agents handle DHHS's customers, trends and opportunities will emerge through expressed customer feedback and be captured by agents in Dynamics. Recommendations for enhanced support will be provided to DHHS including the potential for implementation of alternate solutions using the interactive AI tool technology.

Daily reviews of interval level reporting for all customer interaction channels, for the purpose of ensuring proper staffing and service levels are maintained at all times. Dashboards with weekly results will be sent to DHHS and reviewed for any areas of needed improvement.

Group O' management and the advanced technology positions the team to effectively manage the workforce and collaborate with clients to strategize areas for improvement and cost reductions. Group O relishes the opportunity to strategize and execute improvements to the programs we support. These improvements will yield reduced costs, enhanced consultant experiences, and greater efficiency in all aspects of the work performed. Our execution model and



technology enable the team to deliver exceptional results as proven by our track record of efficiency and quality results with all of our clients. Group O delivers unique forecasting applications to help clients manage their programs and also monitor their budget and spend (planned vs. actual). Currently, in our other customer care centers of excellence, agents' workstations use a virtual desktop solution. Each agent workstation provides dual flat screen monitors, video card, sound card, noise card and a noise reduction headset. Each agent workstation has a thin client, dual flat screen monitors, video card, sound card, noise card and a noise reduction headset. The team will replicate this workstation set up for the State of Nebraska DHHS Programs, Group O offers agents remote office capability when needed; therefore, agents will have a similar workstation setup, with the addition of Aerohive equipment. Aerohive grants seamless capabilities for at-home agents while upholding the same access and security requirements that exist in all of our facilities. Each Agent will have a dedicated workstation that can be personalize for a more inviting, comfortable work environment. Dual monitors allow agents to work with multiple systems in a more efficient manner. The desktops will be equipped Windows 10 operating system, including IE 11/Edge + Chrome OFFICE 365 Lite for email/internal communications. The managers and back office support staff will have Microsoft Office suite, including outlook, excel, word, etc. Group O currently uses industry standard file-integrity monitoring (FIM), host-based firewalls/malware, access controls, and workstation and software inspections to ensure that server systems, software and hardware are operating securely and successfully, which will be applied to all DHHS programs outlined in the Request for Proposal. Describe your quality monitoring processes. Bidder's Response: Group O continually strives to create and maintain the most effective and efficient systems and processes to ensure delivery of reliable solutions that translate to an improved customer experience. The Team achieves this goal through our corporate Quality Management System (QMS) which is based on the TL9000 certification standard and Group O's use of the techniques described below. Technology. NICE inContact provides integrated data and real-time, historical performance results for all key metrics. Daily Reviews. In addition to the superior abilities of Group O's technology platform capability, the Group O Team conducts daily reviews of all customer interaction on all channels to ensure that proper staffing and service levels are maintained. As additional checkpoints for service level 9. performance, the Group O Team will implement weekly calls between the program management and operations leadership to identify issues and performance gaps along with root causes and proposed countermeasures. Calibration Calls. The team will also conduct monthly calibration calls with DHHS, monitoring both live and recorded calls with collaborative discussions on overall performance. DHHS will receive remote access enabling individuals to monitor calls at their discretion. Group O will conduct quarterly business reviews as a final touch point in reviewing operational performance. On a guarterly basis, Group O's Quality Assurance (QA) team will also conduct internal calibration sessions with all internal Group O stakeholders to align all parties responsible for monitoring to client expectations. We will use the same approach that is used during the weekly call calibrations with DHHS. This will ensure ongoing consistency in our monitoring and measurement of quality. This also serves as an additional opportunity for identifying ongoing trends. Monitoring. The QA manager and/or supervisor monitors the effectiveness of agents in all customer interactions, especially new hires following training and graduation, who will be monitored



in accordance with standards defined in the RFP. The QA managers monitors quality by listening to the calls, reviewing CRM documentation, and tracking individual service levels. The QA specialists ensures that the supervisors provide regular observations and feedback to the agents to maximize their effectiveness and efficiency. Group O also provide our clients with results of our quality performance and areas of focused improvement.
Customer care center supervisors monitor the effectiveness of all customer interactions to ensure

Customer care center supervisors monitor the effectiveness of all customer interactions to ensure quality standards exceed expectations. Calls are scored from beginning to end and agents are evaluated on greeting, disposition, problem-solving, closing, and other client-specific parameters. Agent scores are used in weekly coaching sessions that further develop customer service skills.

Coaching Sessions. The Training and QA teams are responsible for monitoring and scoring agent interactions through all channels. Coaching sessions are conducted within 24 business hours of the monitoring and as close to real-time as possible. Group O will use the DHHS quality monitoring form and scoring methodology to ensure new hires are performing at the expected levels. Any agent scoring less than the one-month post training QA target will be removed and provided with training and coaching until they achieve the minimum required for the first month following training. Additionally, the Group O Team will assess if the agent needs to undergo an agent development procedure.

Recording. The Team uses screen recording capabilities within the NICE inContact platform which supports full motion video recording with audio creating a comprehensive view of the customer interaction. The system has the capacity to adjust to the voice steam versus video recording percentages to the ratio we chose, i.e., 100% of inbound and outbound calls can be voice recorded while 25% can be comprehensive motion video. Supervisors and QA specialists can view the agent's screen during live calls, without the agent knowing, and identify opportunities to gain efficiency and ensure that agents are properly navigating systems, providing accurate information, documentation of call dispositions, and ultimately providing first call resolution. The training department provides ongoing instruction in areas requiring attention.

Customer Satisfaction Surveys. Group O conducts customer satisfaction surveys to monitor, improve or correct service. The team welcomes DHHS to conduct customer satisfaction surveys of agent's performance. Group O also collects customer feedback on the performance of agents as well as overall program sentiments by administering satisfaction surveys, anonymously through an automated post-call process. Additional survey data is collected online via email, chat and/or social media applications.

Agent Development. Supervisors and QA specialists also assess metrics, such as quality and AHT, and results from the strategies above along with repeat call rates to learn the areas of concern for agents and any trends that may identify potential areas for improvement. Agents with skill or comprehension deficiencies are placed on Performance Improvement Plans to drive better results. Additional methods for agent development include call recording reviews, role-playing, and side-by-side monitoring with supervisors.

Audits. Group O uses audits as accountability and to ensure compliance with all required quality assurance measures. Group O uses first, second and third-party audits. All audits are conducted with all applicable requirement sets (ISO, TL, etc.).

First party audits are conducted by the Group O internal compliance team. These audits are conducted on a scheduled frequency, quarterly at a minimum, by properly trained auditors and the cover all departments and centers. Second party audits are conducted of Group O suppliers and conducted by our clients. Third-party audits are conducted by unbiased external registrars or accrediting bodies.

10.

Describe your ability to meet the timelines established in this RFP for reporting and quality monitoring.



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ſ		Bidder's Response:
		Group O is poised and ready to meet all timelines outlined in the Request for Proposal, including the timelines for reporting and quality monitoring. Once the contract is awarded to Group O, the Customer Success Manager will begin the implementation process. This process includes the development of an implementation checklist, which outlines all due dates for key deliverables. The CSM will communicate the progress and status of these deliverables during the established implementation meetings. Group O has a long history of meeting deadlines on key initiatives, including the successful implementation of several large call center projects in the last 5 years.
ŀ		Describe your maximum call capacity and the timeframe required to increase call capacity.
		Bidder's Response:
	11.	There are no limits to the number of concurrent calls, providing unlimited scalability. Our NICE inContact solution is built to scale our operations and technology according to the response received to any of your programs or offerings. This will allow us to handle surges in call volume related to unforeseen circumstances such as disasters and pandemics or reallocations of volumes into our operations based on availability or performance of other suppliers.
		For immediate increases in needed call capacity, our systems are setup to handle well beyond the forecasted volumes of work as outlined in this RFP. We have the available licenses and trunk capacity to manage a doubling of the volumes at minimum, contingent only upon training additional resources to assist. For even larger capacity needs, we can trigger licensing and upgrades to capacity within our platform within days and maintain an ongoing buffer in that capacity to account for these potential changes in volumes that may happen real-time.
-		Describe your capacity of in-house trainers and approach to on-boarding new call center staff to the project.
		Bidder's Response:
		Group O has built a dynamic Training department that supports a diverse set of industries and clients. We take great pride in supporting all needed training requirements for the programs our Call Center operations participate in, building curriculum to suit or accommodating delivery of existing training provided by our clients. Our trainers are exposed annually to industry training and regularly attend training seminars and call center trade shows while completing external courses in training best practices. Our Training Manager and Trainers also work regularly with our clients to review and refine training to ensure it meets all standard of excellence and enriches the comprehension and application of knowledge required of our call center agents and staff.
	12.	Group O recognizes the critical need for thorough training and preparation of staff for support of State of Nebraska DHHS call center services. We are committed to ensuring all agents, management staff and Support personnel are educated, informed and engaged and can deliver a high-quality member experience with every interaction. We welcome the chance to develop, implement and evaluate training for staff supporting State of Nebraska DHHS programs and share best practices from our previous training engagements. We will use existing State of Nebraska DHHS-approved training and then as directed in the SOW, work to develop new training or update existing modules. Group O will ensure all changes to programs are accounted for in our delivery of training and will facilitate training through classroom, electronic delivery, and 1:1 sessions where appropriate. Based on our outline of previous staffing methodology, we will ensure that training does not disrupt or take away from our ability to service all channels. Our Training team will also be prepared to support Help Desk calls monthly for a minimum of 8 hours to stay close to development needs within the call center and current trends of member inquiries.
		Group O is prepared to provide soft skills training including verbal and written communication skills, and de-escalation training, plus any additional training State of Nebraska DHHS may require over the course of the Contract. We have existing modules and training built that may suit, but will work with State of Nebraska DHHS to ensure content is approved. All supporting staff from the Program



requirements for the State of Nebraska DHHS new hire training program. Once completed, new hire training will be delivered as directed to our own agents in collaboration with State of Nebraska DHHS.

Call Center staff will be trained to support all aspects of State of Nebraska DHHS's programs as outlined in the SOW and directed by State of Nebraska DHHS prior to handling inquiries. While first call resolution will be an objective of our care delivery, we will be prepared to seamlessly transfer or guide a member to the appropriate State of Nebraska DHHS resources for guestions not related to the programs we support and as a part of mutually agreed upon workflows. In many new partnerships, we use sample recordings of calls if available to give our agents perspective on what to expect. If possible, we would relish an opportunity to visit and observe your existing call center operation during the train-the-trainer portion of our implementation. As we back-fill or expand, new agents will gain the benefit of observing other Group O employees already supporting your calls. The call center approach to support State of Nebraska DHHS must first and foremost be consistent with your own standards and training. The delivery of care must be unique to your brand and the culture, while still leveraging the best practices in the call center industry that help deliver the most cost-effective and customer-centric results possible. Group O will leverage our call center industry subject matter expertise and experience to support the skill training required and collaborate with State of Nebraska DHHS specifically on the products and program knowledge required to support the programs. Recognizing that there may be dedicated teams supporting different work types, it will be very important to prepare our entire team for the diversity of tasks and knowledge required. Our training approach will ensure that for each work type our agents are able to have genuinely helpful conversations with your members about their inquiries or concerns, with the end goal of providing needed information in the most efficient manner possible. Training does not simply occur once but continues through ongoing refresher training. Group O provides a 10-week training program following an agent's initial training session. Agents attend one class per week which is designed to enhance the skills learned during initial training and being used daily in their customer interactions. These classes include knowledge retention strategies with desktop exercises and role-playing activities to reinforce program details. We continually monitor effectiveness of all training by listening to calls and reviewing channel communications. Group O will invest the time necessary to keep our staff continually operating at the highest levels of proficiency, and we will keep training at the forefront with our agents beyond initial training. We ensure agents have a full understanding of all call types and can demonstrate this knowledge prior to handling live customer interactions. We then continually follow-up with refresher training, updates to programs, and supplemental soft skill training that emphasizes customer satisfaction. Group O's Learning Management System (Talent LMS) tracks our call center training for all agents. This system provides flexibility to allow for in-the-classroom training, self-led interactive sessions, and a 'test your knowledge' exam to ensure understanding of the information. Talent LMS also provides reporting on completion rates, as well as test scores by agent, supervisor and training module. These results help us identify ongoing coaching opportunities and ensure accountability of all staff for completing ongoing training. Electronic delivery of some training to an agent's desktop can help in delivering urgent program updates or "training flashes" that need immediate attention. Our Workforce Admin team and Call Center management staff work together to ensure delivery of these trainings does not disrupt servicing efforts or availability of agents to callers. Describe your staff retention policies and the average employee length of service. Bidder's Response:

13. Group O's call center maintains solid retention rates with an average tenure of approximately 2 years for our core program agents. Our Supervisors and Managers average more than 10 years with Group O, with several having more than 20 years of experience in call center work. Call centers can be challenging places to sustain employees as they are called upon to care for people in need at a high velocity each day. It takes a special set of skills and personality traits for an



	 employee to be successful. Group O recognizes this and ensures that we recruit individuals with a passion for customer service and sales. We then create the right environment with a heavy dose of training, coaching and development, along with rewarding incentives and a fun work atmosphere. By acknowledging the efforts and contributions of our staff, we have developed an incredibly loyal and committed team. While compensation isn't always the determining factor in an employee's choice to remain with our company, we ensure that we evaluate market employment trends as well as bonus structures and benefit packages to ensure Group O's offerings are strong and competitive. It is our goal to create a family of call center performers that feel supported and look forward to being at work each day. These efforts continue to pay huge dividends as we retain the best and brightest in our call center teams. We are extremely fortunate and proud to have an established staff with so much experience and knowledge, and a team that delivers on our commitment of customer service excellence to our clients. Other contributors to reducing attrition include Group O's mentoring program. This program allows experienced agents to assist new agents during the nesting phase. Mentoring agents have been identified as having the necessary skills and the desire to grow with our company. As a Mentor they are interacting with agents assisting with their questions, conducting side-by-side sessions, and giving advice on different techniques to increase the quality of their calls. The Mentors receive assistance from Supervisors and Trainers in guiding them and developing their skills as they interact with the other agents. The first impression is so positive for new employees receiving this assistance, and it often contributes heavily to the longevity of an agent's tenure. Additional measures that our Operations team initiates include post-hire surveys at 30-60-90 days and longer term Stay Interviews. Bot
	Describe your ability to meet the reporting requirements set forth in Section V.C.2. including ad hoc reporting capabilities.
14.	Bidder's Response: Group O offers a robust reporting platform, powered by Microsoft's Power BI, that provides the DHHS with full transparency to the performance and health of your programs. We work with you to set goals, then track the key metrics essential for promotion management, forecasting, service level execution, and KPI delivery. Our data tracking processes allows Group O to provide actionable information and insights that can guide strategic decisions as trends emerge within DHHS's programs. Our reporting is openly available to the DHHS team and can be easily configured to meet specific needs. Reporting delivery typically comes in the form of dashboards and trending charts delivered directly to stakeholders, or through an online portal, or both. The reports we post or publish will allow designated DHHS staff to drill down into specific metrics for whichever timeframe is needed, to further analyze trends and performance. Group O's Analytics team can also provide additional assessments and insights from the data that is reported, giving DHHS the chance to review the overall ROI for the associated customer support programs.
	Group O will measure all interactions with customers and summarize Service Level SLA's including % of Calls Answered within a target Average Speed of Answer, Abandon Rate, Average Handle Time and more. Our Call Center reporting dashboards are extensive and allow for drill-down to the program, campaign, and agent levels. Our goal is to exceed both the customers' expectations as well as our clients' requirements. We measure our agent's performance with Quality monitoring



scores which are shared with our clients, and we host monthly Client Calibration calls to listen to live and recorded calls. The ease of use metric is a bit more subjective, but it can be measured through Net Promoter Scores (NPS) and customer satisfaction surveys. Insights from these surveys and other feedback methods can provide DHHS with valuable data points to form future customer support program strategies.
Group O can customize reporting for the State of Nebraska's needs and ensure that all applicable metrics are captured and reported. Call center reporting provides a critical view into so many components of a consumer's experience as well as the effectiveness of our agents in servicing and caring for your customers. The depth of insights within these reports are often immense and allow our clients to place a finger on the pulse of their consumers' sentiments and respond more proactively to issues before they escalate. Below are a few examples of our standard reports, analytics and insights.
By client request, we can also provide offline ad-hoc reports via e-mail. Any report available through the web portal could be provided this way. Reporting requests can be turned around in 24-48 hours for most standard operational or promotional level reports. More customized reports with historical trending or forecasting elements and the requirement of delivering insights and recommendations may take 3-5 business days to complete. Group O will endeavor to provide a quote same day for the time required to deliver reports.
Describe how DHHS staff will access your Automated Call Distribution (ACD) software to view real- time wait times and available call capacity.
Bidder's Response:
Group O has the ability to provide key stakeholders at DHHS with log-in credentials to Nice inContact Management system, which will allow access for remote monitoring. These log-in credentials will be permission based, with access restricted specifically to viewing real-time wait times, available call capacity and any other metrics the DHHS would like to monitor. The Management Software included with Nice inContact allows for remote monitoring of real-time queues, wait times, SLAs, and call capacity.
Do you use an off the shelf Customer Relationship Management system, or one developed in house? If off the shelf, please specify the product and company. Please describe the capabilities of the Customer Relationship Management systems in use.
Bidder's Response:
Microsoft Dynamics 365 (Dynamics 365), Group O's CRM solution, serves as the source for meaningful customer interactions. Today's customers are conditioned to get the answers they seek quickly and through their preferred method of communication. As customers have become more tech-savvy their expectations continue to evolve and they want their experience to be personalized, they want the process to be easy and convenient, and they want it now. The Group O solution, including technology and experience and training of staff, meet today's customer's expectation and even exceed their expectations. Whether the interaction is via phone, web chat, or email, all information and resolution details are captured, including if a case has been reactivated, as shown in the figure below. This technology delivers guided, intelligent service and supports on any channel; it gives agents the tools needed to ensure quick and accurate resolutions, consistently. It



professionally.
Dynamics is configurable and can be customized to support the DHHS' needs; it also integrates with NICE inContact technology and has API connectivity capability. Configured fields are available to capture the necessary information and improve service through targeted analysis of contact care center operations and business critical data. Dynamics has multiple capabilities to meet DHHS' needs.
Customer information can be loaded into the system from a file or accounts can be created as customers call in for assistance. Each contact will be given a unique identifier and set priorities. Setting priorities allows easy tracking to ensure that anything with a high priority is resolved in a timely manner. Every contact also has a status of either open or resolved to assist in identifying customers that may still need assistance.
This system is key to the Group O's ability to identify trends and support the DHHS' service levels and goals. Group O has extensive data capture and analytics capabilities that provide proactive insights gained through customer interactions and customer care center systems reporting as a result of this system. It provides reports and data that will quickly identify spikes in call, email, or web chat volume, and mobilize customer care center personnel quickly. Dynamics also captures feedback from all calls to help understand call trending and provide a historical view of each customer. The system also has a library of standard reports that address daily operations; our Workforce and Data Analytics teams track and trend call dispositions, customer sentiments, and specific program KPIs.
Reports can be run at any time to show all open cases and show length of time that it took to resolve a case. The system also produces client-specific dashboards to help quantify trends identified by agents and subsequently share those pertinent details with DHHS, regularly. Our process for gathering the data includes providing agents with systematic call dispositions to record the various customer scenarios they encounter and use of this cutting-edge technology. This data assists with ensuring that agents have all of the necessary knowledge and training to handle all call types and exceed service levels.
Dynamics gives Group O the right tools to intelligently handle routine requests and also resolve more complex issues. For each inquiry, agents will capture details within Dynamics to create a single, consistent service experience through a threaded view of the customer experience. This ensures that every customer receives a unified experience, even if their case is transferred between agents or across channels. Agents will continually monitor quality by listening to calls, reviewing CRM documentation, and tracking individual service levels.
This CRM provides visibility into the customer experience; it also provides real-time reporting, reports on case dispositions along with other customized reports at DHHS' request. This visibility is supported through regular reporting and proactive trend identification. These dispositions are captured in Dynamics and reported to our clients in regularly published performance dashboards and reports. Additional layers of dispositions can be customized based on client requirements and/or program changes. All of the data will be shared with DHHS to help improve customer relations. Dynamics will support improved integration across the organization's programs. Applicable DHHS staff will be provided licenses to each system when requested for visibility into real time activities. With our CRM, DHHS will have visibility into the essential tools that
they need to make important, customer-based decisions; for example, if the case has been escalated or if it's urgent.



Attachment 4 – Cost Proposal

See Separate Attachment

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Terms & Conditions

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II. TERMS AND CONDITIONS

Bidders should complete Sections II through VII as part of their proposal. Bidder should read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the solicitation, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate 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 is soliciting proposals in response to this solicitation. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

The 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 as the document will not have been included in the evaluation process. 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:	
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The contract resulting from this solicitation shall incorporate the following documents:

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

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to solicitation and any 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:		
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Bidder 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 or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or five (5) calendar days following deposit in the mail.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

C. NOTICE (POC)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
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The State reserves the right to appoint a Contract Manager to manage the contract on behalf of the State. The Contract Manager will be appointed in writing, and the appointment document will specify the extent of the Contract Manager authority and responsibilities. If a Contract Manager is appointed, the Contractor will be notified, and is expected to cooperate accordingly with the Contract Manager. The Contract Manager 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 per state law; (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 sources, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract.

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:
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The awarded bidder shall not commence any billable work until a valid contract has been fully executed by the State. The Contractor will be notified in writing when work may begin.

F. AMENDMENT

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

In the event any product is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract or purchase order to include the alternate product at the same price.

Contractor will not substitute any item that has been awarded without prior written approval of DHHS

H. VENDOR PERFORMANCE REPORT(S)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
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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:
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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:
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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 defined in UCC Section 2-715, 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:
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The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor 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:
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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:
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1. GENERAL

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

2. INTELLECTUAL PROPERTY

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

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

3. PERSONNEL

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

4. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. § 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (§ 81-8,294), Tort (§ 81-8,209), and Contract Claim Acts (§ 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. 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:
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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. ASSIGNMENT, SALE, OR MERGER

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

P. FORCE MAJEURE

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

Q. CONFIDENTIALITY

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

R. 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.

S. 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.

T. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
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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;
 - 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.

U. CONTRACT CLOSEOUT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
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Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

- 1. Transfer all completed or partially completed deliverables to the State;
- 2. Transfer ownership and title to all completed or partially completed deliverables to the State;
- 3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
- 4. Cooperate with any successor Contactor, person or entity in the assumption of any or all of the obligations of this contract;

- 5. Cooperate with any successor Contactor, person or entity with the transfer of information or data related to this contract;
- 6. Return or vacate any state owned real or personal property; and,
- 7. Return all data in a mutually acceptable format and manner.

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

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
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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 contractor'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:
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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 <u>https://das.nebraska.gov/materiel/purchase_bureau/vendor-info.html</u>
- 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:
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Contractor may be required to work with 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:
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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:
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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:
AN			

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, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;

2. 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; or,

3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing 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 five (5) 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 five (5) 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'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 employees.

2. COMMERCIAL GENERAL LIABILITY INSURANCE

The Contractor shall take out and maintain during the life of this contract such Commercial General 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.

COMMERCIAL GENERAL LIABILITY			
General Aggregate	\$2,000,000		
Products/Completed Operations Aggregate	\$2,000,000		
Personal/Advertising Injury	\$1,000,000 per occurrence		
Bodily Injury/Property Damage	\$1,000,000 per occurrence		
Medical Payments	\$10,000 any one person		
Damage to Rented Premises (Fire)	\$300,000 each occurrence		
Contractual	Included		
XCU Liability (Explosion, Collapse, and Underground Damage)	Included		
Independent Contractors	Included		
Abuse & Molestation	included		
f higher limits are required, the Umbrella/Excess Liabili	ity limits are allowed to satisfy the higher limi		
WORKER'S COMPENSATION			
Employers Liability Limits	\$500K/\$500K/\$500K		
Statutory Limits- All States	Statutory - State of Nebraska		
USL&H Endorsement	Statutory		
Voluntary Compensation	Statutory		
JMBRELLA/EXCESS LIABILITY			
Over Primary Insurance	\$5,000,000 per occurrence		
COMMERCIAL CRIME			
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000		
CYBER LIABILITY			
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$10,000,000		
MANDATORY COI SUBROGATION WAIVER LANGUAG	SE CONTRACTOR OF CONTRACTOR		
"Workers' Compensation policy shall include a Nebraska."	waiver of subrogation in favor of the State of		
MANDATORY COI LIABILITY WAIVER LANGUAGE "Commercial General Liability & policy shall n			

3. EVIDENCE OF COVERAGE

The Contractor shall furnish the Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work.

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:
w			

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:
m			

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. ADVERTISING

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

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.

K. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

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

L. DISASTER RECOVERY/BACK UP PLAN

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

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.

M. DRUG POLICY

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

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.

N. WARRANTY

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

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.

O. LOBBYING

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

1. No federal or state funds paid under this RFP shall be paid for any lobbying costs as set forth herein.

- 2. Lobbying Prohibited by 31 U.S.C. § 1352 and 45 CFR §§ 93 et seq, and Required Disclosures.
 - a. Contractor certifies that no federal or state appropriated funds shall be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of

Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this award for: (a) the awarding of any federal agreement; (b) the making of any federal grant; (c) the entering into of any cooperative agreement; and (d) the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.

- b. If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence: an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with Contractor, Contractor shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- 3. Lobbying Activities Prohibited under Federal Appropriations Bills.
 - a. No paid under this RFP shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation of the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government itself.
 - b. No funds paid under this RFP shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than normal and recognized executive legislative relationships or participation by an agency or officer of an State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
 - c. The prohibitions in the two sections immediately above shall include any activity to advocate or promote any proposed, pending or future federal, state or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale of marketing, including but not limited to the advocacy or promotion of gun control.
- 4. Lobbying Costs Unallowable Under the Cost Principles. In addition to the above, no funds shall be paid for executive lobbying costs as set forth in 45 CFR § 75.450(b). If Contractor is a nonprofit organization or an Institute of Higher Education, other costs of lobbying are also unallowable as set forth in 45 CFR § 75.450(c).

P. AMERICAN WITH DISABILITIES ACT

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

Contractor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131–12134), as amended by the ADA Amendments Act of 2008 (ADA Amendments Act) (Pub.L. 110–325, 122 Stat. 3553 (2008)), which prohibits discrimination on the basis of disability by public entities.

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. INVOICES

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

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices must include the following information:

- Billing period
- Number of calls handled and/or made
- Average Handled Time (AHT)
- The tier you are billing for and the dollar amount
- Printing and postage dollar amount. On an attached document itemize the postage and printing with. Customer name, number of pages printed, postage amount and the mailing date.

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.

D. INSPECTION AND APPROVAL

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

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 corporate 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.

E. 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.

F. 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).

G. 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.

H. RIGHT TO AUDIT (First Paragraph is Statutory)

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

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

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 three (3) percent 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.



RFP No. 113578 O3 ACCESS Nebraska Customer Service Call Center

Appendix

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RFP No. 113578 O3 ACCESS Nebraska Customer Service Call Center

PAUL FLEMR

VICE PRESIDENT OF OPERATIONS

Committed leader and accomplished performer with over 25 years in contact center and operations management. Stellar track record of results that consistently position my organization as best in class, with balanced focus on driving a positive bottom-line while maintaining the highest degree of customer and client care. Demonstrated capacity to build and maintain a productive and cross-functional organization through dedicated employee development and continuous process improvement, with a foundation of personal and professional values supporting a commitment to service quality and company growth.

USAC

AT&T

Center Support TXU Energy

Fulfillment

Project Experience (partial listing)







MICHELIN

Michelin Consumer / Dealer Rebate Program

BPO Services for the Lifeline Program

Management, Fulfillment, and Call

Reward Center Management and

Promotional Reward Center



DTE Energy Customer Contact Call Center



Years of Experience

Career start date: 6/1992

Group O start date: 05/2008

<u>Education</u>

BA Business Administration University of Iowa

Employment History

Group O, Inc. Director Call Center / Operations / VP of Marketing Solutions (05/2008 – Present)
 APAC Sr. Operations Manager (1/2004-5/2008)
 MCI Sales Supervisor / Regulatory Relations & Business Manager / Sales Director (9/1992-1/2004)



RFP No. 113578 O3 ACCESS Nebraska Customer Service Call Center

DEANA CARSTENS

DIRECTOR OF CUSTOMER CARE & SALES

Seasoned leader with over 25 years in operations management within contact centers. Skilled in collaborating with all members of the organization to achieve operational and financial objectives. Instrumental in achievement of service levels and client driven KPIs. Proven ability to achieve maximum client satisfaction with unparalleled quality results.

Project Experience (partial listing)



AT&T Promotional Reward Center Management, Fulfillment, and Call Center Support



Michelin Consumer Reward and Dealer Incentive Programs



TXU Energy Reward Center Management and Fulfillment



ComEd Outbound Calling Campaigns for Home Energy Assessments and Energy Efficiency Programs



DTE Energy Customer Contact Call Center



Samsung Retail Fulfillment and Management



Years of Experience

Career start date: 9/1991 Group O start date: 1/2003

Education

BA Business Administration Augustana College

MA Business Administration St. Ambrose University

Employment History

Group O, Inc. Operations Manager / Director (1/2003 – Present) Eastern Iowa T.R.A.I.N Supervisor (9/2002-1/2003) GE Financial Assurance Operations Agent / Supervisor / Manager (9/1991-11/2001)



RFP No. 113578 O3 ACCESS Nebraska Customer Service Call Center

ANGELA FRY, CUSTOMER SUCCESS MANAGER

Group O, Inc.

As a member of the Customer Success Team, Angela brings more than 12 years of marketing, and customer service experience, and excels at managing marketing projects and resolving customer issues. She leads a cross-section of Call Center Management, Creative Services, Workforce Administration, Training & Quality, IT, Accounting and Executive Management team members in support of her clients' program. Angela's expertise in communications ensures a streamlined process to easily and quickly communicate with the entire program team.

Project Experience (Partial Listing)



Years of Experience

- Professional start date: 4/1999
- Group O start date: 04/2008

Education

 United Township High School, East Moline, Illinois 1999



State of Vermont Housing Authority

Illinois Dept of Children & Family Services

Reward Fulfillment, Website Hosting, Development and Management.

> Case Management and Call Center management supporting Utility Assistance Programs.



Illinois Department of Corrections

Bulk Reward Card orders and Reward Fulfillment Supporting the Department of Corrections.



Madison County, Alabama Housing Authority

Case Management and Call Center management supporting Utility Assistance Programs.

Employment History

Group O Customer Success Manager. Milan, IL. (Nov. 2016 – Present) Group O Sourcing Specialist. Milan, IL. (Nov. 2013-Nov. 2016) Group O Customer Service Rep. Milan, IL. (Apr. 2008 – Nov. 2013)



RFP No. 113578 O3 ACCESS Nebraska Customer Service Call Center

ELAINE ALEXANDER GRAVES

TRAINING MANAGER

Over 20 years of experience in a call center environment to include managing staff and complex teams, developing and implementing call center strategies, developing and implementing training for call center agents, facilitates training, overseeing day to day call center operations and managing quality assurance processes. Currently manages and develops training and quality teams in Illinois and Texas for the purpose of fulfilling all training requests for supervisors and agents in our multifaceted call centers.

Project Experience (partial listing)



AT&T Promotional Reward Center Management, Fulfillment, and Call Center Support

DTE Energy Customer Contact Call Center



Michelin Consumer / Dealer Rebate Program



TXU Energy Reward Center Management and Fulfillment



Samsung Retail Fulfillment and Management



Years of Experience

Career start date: 7/2001 Group O start date:

Education

9/2017

MS Training and Performance Improvement in Organizations Capella University

BA Business Management Western Illinois University

Employment History

Group O, Inc. Training Manager (09/2017 – Present) JD Byrider General Sales Manager (04/2017–09/2017) DOHRN Transfer Customer Service Manager (09/2016-04/2017) AT&T Sales Rep / Trainer / Coach / Manager (07/2001-07/2016)

Nebraska DHHS Project Plan and Timeline

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Nebraska DHHS Onboarding Checklist	Nebraska DHHS Onboarding Checklist								
Name	Subitems	Status	Progress	Responsible	Timeline - Start	Timeline - End	Duration	ſ	
Contract Award			0%		2023-01-20	2023-01-20	1	Ī	
					2023-01-20	2023-01-20	1	ſ	

Notes

Program Management Setup

Name	Subitems	Status	Progress	Responsible	Timeline - Start	Timeline - End	Duration	Notes
PM Assigned			0%		2023-01-31	2023-01-31	1	
Projects Started in Monday.com			0%		2023-01-31	2023-01-31	1	
Time tracking Setup in Monday.com			0%		2023-01-31	2023-01-31	1	
Kickoff Meetings - Internal & External	Center, Analytics, Corporate Marketing, Ma		0%		2023-01-31	2023-01-31	1	
Subitems	Name	Status	Progress	Responsible	Timeline - Start	Timeline - End	Duration	Notes
	Internal Kickoff: Attendee List; Accounting,		0%		2023-01-31	2023-01-31	1	
	Client Kickoff Meeting		0%		2023-01-31	2023-01-31	1	
NDA Signed and Returned			0%		2023-01-31	2023-02-01	2	
					2023-01-31	2023-02-01		

Reporting Setup

Name	Subitems	Status	Progress	Responsible	Timeline - Start	Timeline - End	Duration	Notes
Types			0%		2023-02-15	2023-02-20	5	
How will reports be delivered?			0%		2023-02-15	2023-02-23	8	
Timing			0%		2023-02-15	2023-02-25	10	
Weekly Status Reports			0%		2023-02-15	2023-03-15	30	
Weekly QA Reports			0%		2023-02-15	2023-02-22	7	
Semi-Annual Review Scheduled			0%		2023-02-15	2023-02-15	1	
					2023-02-15	2023-03-15		

Existing Vendor Transition Plan

Name	Subitems	Status	Progress	Responsible	Timeline - Start	Timeline - End	Duration	Notes
Any assets to transition?			0%		2023-02-01	2023-03-01	30	
Transition Date			0%		2023-04-01	2023-04-01	1	
					2023-02-01	2023-04-01		

Contract								
Name	Subitems	Status	Progress	Responsible	Timeline - Start	Timeline - End	Duration	Notes
Approved by Client			0%		2023-02-01	2023-02-01	1	
Approved by GO			0%		2023-02-01	2023-02-08	8	
Send Accounting notifications contract has been finalized			0%		2023-02-09	2023-02-09	1	
Send New Client Info to Graphics (Sarah)			0%		2023-02-09	2023-02-21	12	
					2023-02-01	2023-02-21		

Contract Deliverables

Name	Subitems	Status	Progress	Responsible	Timeline - Start	Timeline - End	Duration	Notes
Data Security Plan			0%		2023-02-01	2023-03-15	45	
Project Management Plan (PMP)			0%		2023-02-01	2023-02-20	20	

Staffing Plan	0%	2023-02-01	2023-02-20	20	
Standard Operating Procedures	0%	2023-02-01	2023-04-01	60	
Communications Plan	0%	2023-02-01	2023-03-15	45	
Systenm Security Plan	0%	2023-02-01	2023-03-15	45	
Disaster Recovery Plan	0%	2023-02-01	2023-03-15	45	
Content Management Plan	0%	2023-02-01	2023-03-01	30	
Training Delivery Plan	0%	2023-02-01	2023-03-01	30	
Quality Assurance Plan	0%	2023-02-01	2023-03-15	45	
		2023-02-01	2023-04-01		

Call Center Setup

Name	Subitems	Status	Progress	Responsible	Timeline - Start	Timeline - End	Duration	Notes
Estimated Volume			0%		2023-02-19	2023-02-20	2	
Hours of Operation			0%		2023-02-19	2023-02-20	2	
800#			0%		2023-02-20	2023-02-26	7	
Support Alias			0%		2023-02-26	2023-03-02	5	
Call Center IT			0%		2023-02-26	2023-04-01	32	
Subitems	Name	Status	Progress	Responsible	Timeline - Start	Timeline - End	Duration	Notes
	Languages needed?		0%		2023-02-26	2023-02-26	1	
	Hours of Operation		0%		2023-02-26	2023-02-26	1	
	Email Services Setup		0%		2023-02-26	2023-02-26	1	
	IVR layout & setup		0%		2023-02-26	2023-02-26	1	
	SMS Services Setup		0%		2023-02-26	2023-02-26	1	
	Chat Services Setup		0%		2023-02-26	2023-02-26	1	
	Is Pega needed?		0%		2023-02-26	2023-02-26	1	
	Are other system required (client application		0%		2023-02-26	2023-02-26	1	
	Service build/level requirements		0%		2023-02-26	2023-02-26	1	
	Toll free number assigned		0%		2023-02-26	2023-02-26	1	
	Inbound Services Built		0%		2023-02-26	2023-02-26	1	
	Inbound: Link to Applications - What applic		0%		2023-02-26	2023-02-26	1	
	Inbound: Link to Applications: Will outboun		0%		2023-02-26	2023-02-26	1	
	Inbound: Link to Applications: Calling requi		0%		2023-02-26	2023-02-26	1	
	Outbound: File layout needed		0%		2023-03-02	2023-03-02	1	
	Outbound: Screen pop or app to use		0%		2023-03-02	2023-03-02	1	
	Outbound: Call back toll free number		0%		2023-03-02	2023-03-02	1	
	Outbound: Caller ID to be displayed on out		0%		2023-03-02	2023-03-02	1	
	Outbound: Is there a website need?		0%		2023-03-02	2023-03-02	1	
	Outbound: Services Built?		0%		2023-03-02	2023-03-02	1	
	Put it all together and build out		0%		2023-03-02	2023-03-10	8	
Call Center Operations	w or update existing to fit client needs?, Is		0%		2023-03-10	2023-03-30	20	
Subitems	Name	Status	Progress	Responsible	Timeline - Start	Timeline - End	Duration	Notes
	Identify Team - hire additional staff if neede		0%		2023-02-15	2023-03-15	30	
	Identify Team Supervisor		0%		2023-02-15	2023-03-15	30	
	Identify Tools - create a new or update exis		0%		2023-02-15	2023-03-15	30	
	Is mail involved? Provide PO Box to Mail R		0%		2023-02-15	2023-03-15	30	
	Evaluate & assess current staff for eligibility		0%		2023-02-15	2023-03-15	30	
Work Force	existing model to make appropriate staffing		0%		2023-02-15	2023-03-15	30	
Subitems	Name	Status	Progress	Responsible	Timeline - Start	Timeline - End	Duration	Notes
	Identify Service Level goals including AHT		0%		2023-03-01	2023-03-05	4	
	Request anticipated planned volumes		0%		2023-03-06	2023-03-07	2	
	Utilize planned volumes and other factors		0%	1	2023-03-10	2023-03-14	5	

	Utilize forecasted volumes to determine sta	0%		2023-03-10	2023-03-14	5	
	Add requirements to existing model to mak	0%		2023-03-17	2023-03-19	4	
	Send requirements to all Mgrs so agents c	0%		2023-03-19	2023-03-21	3	
	Create applicable reporting for new client	0%		2023-03-24	2023-03-28	5	
	Add skills into PlanIt along with assigning a	0%		2023-03-24	2023-03-28	5	
	Ensure all queries are up to date	0%		2023-03-28	2023-03-30	2	
raining Setup	urse in HR Kronos, Publish docs to LMS, P	0%		2023-03-14	2023-03-24	10	
Subitems	Name Status	Progress	Responsible	Timeline - Start	Timeline - End	Duration	Notes
	Train the Trainer	0%		2023-02-15	2023-02-25	10	
	Stakeholder Provides Scripts/Templates	0%		2023-02-25	2023-02-27	2	
	Course Outlines & Objectives	0%		2023-02-25	2023-03-02	5	
	Stakeholder Review/Approval of Outline	0%		2023-02-25	2023-02-28	3	
	Course Content Development	0%		2023-02-25	2023-03-07	10	
	Stakeholder Review/Approval of content	0%		2023-03-07	2023-03-13	5	
	Documents to QA for Control	0%		2023-03-07	2023-03-13	5	
	Add Course in HR Kronos	0%		2023-03-07	2023-03-13	5	
	Publish docs to LMS	0%		2023-03-14	2023-03-14	1	
	Preparation for Delivery	0%		2023-03-14	2023-03-24	10	
	Deliver Training to CSR's	0%		2023-03-24	2023-03-29	5	
	Post-Training Assessment	0%	1	2023-04-01	2023-04-07	7	
	Provide Report on Effectiveness of Training	0%	1	2023-04-15	2023-04-15	1	
	Post-Training Evaluation - SNAP survey	0%		2023-04-30	2023-05-07	7	
	Training Needs Assessment (30 Day)	0%	1	2023-04-23	2023-04-30	1	
		•		2023-02-15	2023-05-07		

Print and Mailroom Setup

Name	Subitems	Status	Progress	Responsible	Timeline - Start	Timeline - End	Duration	Notes
Data Feed Set Up			0%		2023-03-01	2023-03-04	4	
Envelope Delivery			0%		2023-03-01	2023-03-01	1	
Printer Configuration			0%		2023-03-01	2023-03-10	5	
PO Box Set Up Y/N			0%		2023-03-01	2023-03-15	15	
Scanner Configuration			0%		2023-03-01	2023-03-10	10	
Print Test			0%		2023-03-10	2023-03-20	10	
					2023-03-01	2023-03-20		

Quality Setup

Name	Subitems	Status	Progress	Responsible	Timeline - Start	Timeline - End	Duration	Notes
Notify Quality Manager of New Client			0%		2023-02-01	2023-02-01	1	
Determine if there are TL9000 reportable measurements	Reportable then work with the business to		0%		2023-02-01	2023-02-10	10	
Subitems	Name	Status	Progress	Responsible	Timeline - Start	Timeline - End	Duration	Notes
	If TL9000 Reportable then work with the bu		0%		2023-02-10	2023-03-10	30	
Client Requirements tied to SLA's, Quality, sustainability, s			0%		2023-02-10	2023-03-10	30	
Documented Information			0%		2023-02-10	2023-03-10	30	
Process Integration			0%		2023-02-10	2023-03-10	30	
Add to modify items to the BCP			0%		2023-02-10	2023-03-10	30	
Add to or modify risks to the Risk Register			0%		2023-02-10	2023-03-10	30	
Training Materials			0%		2023-02-10	2023-03-10	30	
					2023-02-01	2023-03-10		

Accounting Setup

Name	Subitems	Status	Progress	Responsible	Timeline - Start	Timeline - End	Duration	Notes
New Client Forms to setup in NAV			0%		2023-02-11	2023-02-14	4	

NAV Customer Type			0%		2023-02-14	2023-02-18	5	
NAV Customer Number			0%		2023-02-14	2023-02-18	5	
Payment Terms			0%		2023-02-14	2023-02-18	5	
Forms Required by Client for GO to Complete			0%		2023-02-07	2023-02-14	8	
Establish Billing Process	k, Timing for Invoicing, What are the Bill Poi		0%		2023-02-14	2023-02-18	5	
Subitems	Name	Status	Progress	Responsible	Timeline - Start	Timeline - End	Duration	Notes
	Email Invoices or Submit to a Portal?		0%		2023-02-14	2023-02-14	1	
	Receive Payments via Wire or Check		0%		2023-02-14	2023-02-14	1	
	Timing for Invoicing		0%		2023-02-17	2023-02-17	1	
	What are the Bill Points and Rates?		0%		2023-02-17	2023-02-17	1	
	Are Purchase Orders or other info needed		0%		2023-02-18	2023-02-18	1	
					2023-02-14	2023-02-18		



GROUP O, INC. AND SUBSIDIARIES CONSOLIDATED FINANCIAL STATEMENTS DECEMBER 31, 2021

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HONKAMP KRUEGER & CO, P.C. CPAS & Business Consultants

Independent Auditors' Report

To the Stockholders Group O, Inc. and Subsidiaries Milan, Illinois

Report On The Audit Of The Financial Statements

Opinion

We have audited the consolidated financial statements, hereinafter financial statements, of Group O, Inc. and Subsidiaries (collectively, the Company), which comprise the consolidated balance sheets as of December 31, 2021 and 2020, the related consolidated statements of income, retained earnings and cash flows for the years then ended and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of the Company as of December 31, 2021 and 2020, and the results of its operations and its cash flows for the years then ended in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Basis For Opinion

We conducted our audits in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS). Our responsibilities under those standards are further described in the Auditors' Responsibilities For The Audit Of The Financial Statements section of our report. We are required to be independent of the Company and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audits. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Other Matter – 2020 Financial Statements Restated

As discussed in Note 9 to the financial statements, the 2020 financial statements have been restated to correct a misstatement. Our opinion is not modified with respect to this matter.

Responsibilities Of Management For The Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP and for the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for one year after the date that the financial statements are available to be issued.

Auditors' Responsibilities For The Audit Of The Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with U.S. GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with U.S. GAAS, we

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Company's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Company's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings and certain internal control-related matters that we identified during the audit.

HONKAMP KRUEGER & CO., P.C.

Honkomp Krunger & Co., P.C.

Davenport, Iowa April 27, 2022

CONSOLIDATED BALANCE SHEETS

		December 31,		
				2020
	-	2021		Restated)
		(in tho	usands)	
Assets				
Current Assets				
Cash and cash equivalents	\$	10,709	\$	22,609
Receivables		126,862		149,789
Inventory		82,311		54,122
Prepaid expenses		7,096		3,931
Other current assets		1,557		1,311
Total Current Assets		228,535		231,762
Property And Equipment		10,639		12,592
Other Assets		1,435		957
Liabilities And Stockh	\$ olders' Equ	240,609	\$	245,311
		240,609	\$	245,311
Current Liabilities	olders' Equ	240,609 ity		
Current Liabilities Line of credit		240,609 ity 35,072	\$	22,109
Current Liabilities Line of credit Current maturities of long-term debt	olders' Equ	240,609 ity 35,072 2,526		22,109 2,836
Current Liabilities Line of credit Current maturities of long-term debt Accounts payable	olders' Equ	240,609 ity 35,072 2,526 126,879		22,109 2,836 135,018
Current Liabilities Line of credit Current maturities of long-term debt Accounts payable Other current liabilities	olders' Equ	240,609 ity 35,072 2,526 126,879 9,688		22,109 2,836 135,018 11,506
Current Liabilities Line of credit Current maturities of long-term debt Accounts payable	olders' Equ	240,609 ity 35,072 2,526 126,879		22,109 2,836 135,018
Current Liabilities Line of credit Current maturities of long-term debt Accounts payable Other current liabilities Reward program liability Total Current Liabilities	olders' Equ	240,609 ity 35,072 2,526 126,879 9,688 24,250		22,109 2,836 135,018 11,506 31,090
Current Liabilities Line of credit Current maturities of long-term debt Accounts payable Other current liabilities Reward program liability Total Current Liabilities	olders' Equ	240,609 ity 35,072 2,526 126,879 9,688 24,250 198,415		22,109 2,836 135,018 11,506 31,090 202,557
Current Liabilities Line of credit Current maturities of long-term debt Accounts payable Other current liabilities Reward program liability Total Current Liabilities Long-Term Debt Total Liabilities	olders' Equ	240,609 ity 35,072 2,526 126,879 9,688 24,250 198,415 2,665		22,109 2,836 135,018 11,506 31,090 202,557 2,851
Current Liabilities Line of credit Current maturities of long-term debt Accounts payable Other current liabilities Reward program liability Total Current Liabilities Long-Term Debt Total Liabilities	olders' Equ	240,609 ity 35,072 2,526 126,879 9,688 24,250 198,415 2,665 201,080		22,109 2,836 135,018 11,506 31,090 202,557 2,851 205,408
Current Liabilities Line of credit Current maturities of long-term debt Accounts payable Other current liabilities Reward program liability Total Current Liabilities Long-Term Debt Total Liabilities Stockholders' Equity	olders' Equ	240,609 ity 35,072 2,526 126,879 9,688 24,250 198,415 2,665 201,080 480		22,109 2,836 135,018 11,506 31,090 202,557 2,851 205,408 480
Current Liabilities Line of credit Current maturities of long-term debt Accounts payable Other current liabilities Reward program liability Total Current Liabilities Long-Term Debt Total Liabilities Stockholders' Equity Common stock	olders' Equ	240,609 ity 35,072 2,526 126,879 9,688 24,250 198,415 2,665 201,080		22,109 2,836 135,018 11,506 31,090 202,557 2,851 205,408

GROUP O, INC. AND SUBSIDIARIES CONSOLIDATED STATEMENTS OF INCOME AND RETAINED EARNINGS

		For The Years Ended December 31,			
					2020
			2021	(As	Restated)
			(in tho	usands)	
	Consolidated Statements Of	Inco	me		
Revenue		\$	364,734	\$	500,120
Cost Of Goods Sold			302,956		442,491
Gross Profit	10		61,778		57,630
Operating Expenses			54,689		52,473
Income From Operations			7,089		5,157
Other Income (Expense)					
Other income			87		180
Interest expense			(1,125)		(1,285)
Total Other Expense			(1,038)		(1,105)
Net Income		\$	6,051	\$	4,052

Consolidated Statements Of Retained Earnings

Balance – End Of Year	\$ 39,049	\$ 39,423
Distributions	 (6,425)	(3,464)
Net Income	6,051	4,052
Balance – Beginning Of Year (As Restated)	39,423	38,835
Prior Period Adjustment (Note 9)	(2,260)	(1,706)
Balance – Beginning Of Year, As Reported	\$ 41,683	\$ 40,541

See the accompanying notes to consolidated financial statements

CONSOLIDATED STATEMENTS OF CASH FLOWS

	For The Years Ended December 31,			
				2020
		2021		s Restated)
		(in thou	isands)
Cash Flows From Operating Activities				
Net income	\$	6,051	\$	4,052
Adjustments to reconcile net income to net				
cash provided by (used in) operating activities:				
Depreciation and amortization		4,943		5,929
Loss on disposal of property and equipment		43		
Changes in assets and liabilities:				
Receivables		22,927		(3,092)
Inventory		(30,671)		167,697
LIFO reserve		2,482		200
Prepaid expenses		(3,165)		200
Other current assets		(246)		(2,490)
Other assets		(478)		(2,430) (193)
Accounts payable		(8,139)		(139,977)
Other current liabilities		(1,818)		5,402
Reward program liability		(6,840)		3,402 391
Net Cash Provided By (Used In) Operating Activities		(14,909)		37,919
				,
Cash Flows From Investing Activities		(4.0.40)		((
Purchases of property and equipment		(1,249)		(4,269)
Cash Flows From Financing Activities				
Net proceeds from (payments on) line of credit		12,964		(19,281)
Proceeds from issuance of long-term debt		1,100		3,059
Repayments of long-term debt		(3,381)		(3,020)
Distributions paid		(6,425)		(3,464)
Net Cash Provided By (Used In) Financing Activities		4,258		(22,706)
Change In Cash And Cash Equivalents		(11,900)		10,944
Cash And Cash Equivalents – Beginning Of Year		22,609		11,665
Cash And Cash Equivalents – End Of Year	\$	10,709	\$	22,609
Supplemental Disclosure Of Cash Flow Information Interest paid	\$	1,180	\$	1,141

GROUP O, INC. AND SUBSIDIARIES NOTES TO CONSOLIDATED FINANCIAL STATEMENTS

1. Nature Of Business And Significant Accounting Policies

The operations of Group O, Inc. consist of sales and service of packaging equipment and supplies, direct mail and fulfillment services, customer call center support, marketing services (including database management) and material management services for customers throughout the United States.

Group O Mexico, LLC, a wholly owned subsidiary, was formed for the purpose of expanding the geographic presence of Group O, Inc. in the country of Mexico.

Group O Analitica North America, S. de R.L. de C.V, a wholly owned subsidiary of Group O, Inc. and Group O Mexico, LLC, was formed for the purpose of executing on the sales and services noted above in the country of Mexico.

A summary of significant accounting policies follows:

Basis of Consolidation

The consolidated financial statements, hereinafter financial statements, include the accounts of Group O, Inc. and its wholly owned subsidiaries, Group O Mexico, LLC and Group O Analitica North America, S. de R.L. de C.V (collectively, the Company). All significant intercompany accounts, balances and transactions have been eliminated in consolidation.

Use Of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP) requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosures of contingent assets and liabilities and the reported amounts of revenues and expenses. Actual results could differ from those estimates.

Cash And Cash Equivalents

For purposes of reporting cash flows, the Company considers all highly liquid investments purchased with a maturity of three months or less at acquisition and certificates of deposit to be cash and cash equivalents in the accompanying consolidated balance sheets. The Company places its cash with high credit quality financial institutions. At times, such amounts may be in excess of the Federal Deposit Insurance Corporation insurance limits.

Receivables

The Company carries its accounts receivable at cost, less an allowance for doubtful accounts. On a periodic basis, the Company evaluates accounts receivable and establishes an allowance for doubtful accounts based on the history of past write-offs, collections and current credit conditions. The Company turns an account over for collection or writes it off as uncollectible based on the facts and circumstances of each situation.

Notes To Financial Statements (Continued)

Inventory

Inventory is stated at the lower of cost (first-in, first-out method, FIFO) or net realizable value with the exception of approximately 36% and 32% of inventory valued on the last-in, first-out (LIFO) method of costing inventory as of December 31, 2021 and 2020, respectively. Management believes that the LIFO method has the effect of minimizing the impact of price level changes on inventory valuations and generally matches current costs against current revenues in the consolidated statements of income.

Property And Equipment

Property and equipment are carried at cost, less accumulated depreciation and amortization. Major expenditures for improvements and those which substantially increase useful lives are capitalized. Maintenance, repairs and minor renewals are expensed as incurred. When assets are retired or otherwise disposed of, their costs and related accumulated depreciation and amortization are removed from the accounts and the resulting gains or losses are included in income.

Property and equipment are depreciated or amortized using the straight-line method over the assets' estimated useful lives. Leasehold improvements are depreciated using the straight-line method over the lesser of the assets' estimated useful life or the lease term.

Reward Program Liability

The Company processes reward cards for certain customers and records a liability for reward cards that have been issued but not activated as of year-end to represent the Company's obligation to transfer these funds at a future date upon card activation. The liability is decreased as cards are either activated by the beneficiary and cash is paid to fund the cards or when cards expire without activation.

Common Stock

The Company has two classes of stock. The Company is authorized to issue 1,000,000 shares of no-par value, voting Series A common stock and 2,000,000 shares of no-par value, non-voting Series B common stock. The Company had 56,700 shares of Series A common stock issued and outstanding as of December 31, 2021 and 2020. The Company had 470,908 shares of Series B common stock issued and outstanding as of December 31, 2021 and 2020.

Revenue Recognition

The Company recognizes revenue when it satisfies a performance obligation by transferring control of a product or service to a customer. The amount of revenue recognized reflects the consideration the Company expects to be entitled to in exchange for those products or services based on the terms within the contract.

Notes To Financial Statements (Continued)

Sales of packaging equipment and supplies

For these performance obligations, the Company transfers control and records revenue at a point in time in accordance with the shipping terms, either upon shipment or delivery to the customer.

Fulfillment services - kitted products

A kitted product is a configuration of parts or components bundled and packaged in accordance with customer specifications. For these performance obligations, the Company transfers control and records revenue at a point in time in accordance with the shipping terms, either upon shipment or delivery to the customer.

Due to the customized nature of some of the Company's kitted products, together with contractual provisions in certain customer contracts that provide the Company with an enforceable right to payment of the transaction price for performance completed to date, revenue is recognized for these contracts over time. For these contracts, the Company recognizes revenue on products by an output measure of production, which fairly depicts the amount of revenue the Company is entitled to. The timing of revenue recognized from these products is slightly accelerated compared to revenue recognized at a point in time based on shipment or delivery.

Testing services

The Company performs testing services as part of the mobile device life cycle for customers. For these performance obligations, control transfers to the customer over time as the services are performed. The Company recognizes revenue on testing services by an output measure of testing production, which fairly depicts the amount of revenue the Company is entitled to.

Marketing services and customer call center support

The Company performs outsourced reward and incentive program management for customers. Outsourced reward program management involves multiple performance obligations. The first performance obligation includes activities supporting reward eligibility determination, direct mail, reward redemption and reward fulfillment services. The second performance obligation is customer support subsequent to reward fulfillment. For these performance obligations, control transfers to the customer over time as the services are performed. Progress is measured based on the passage of time for the first performance obligation and on the number of units of service provided for the second performance obligation.

Outsourced supply chain management

The Company performs outsourced supply chain management for customers, which includes procurement, inventory management and fulfillment services. For this performance obligation, control transfers to the customer over time as the services are performed. For the majority of these customer contracts, the fee structure is cost plus margin or standard labor rate times labor hours incurred, and progress is measured based on the costs incurred or labor hours expended.

Notes To Financial Statements (Continued)

Principal vs. agent

For VAR (Value Added Reseller) logistics services as part of the mobile device life cycle for customers, the Company acts as an agent providing these services on the ordered product. Accordingly, the associated revenue is reported net of the cost of the underlying product in the consolidated statements of income. For the years ended December 31, 2021 and 2020, the costs of the underlying product which are excluded from revenue were approximately \$786,300,000, and \$1,294,900,000, respectively.

Additionally, for certain outsourced reward and incentive management activities performed, the Company is acting as an agent in the fulfillment of rewards to the end recipient. Accordingly, the associated revenue is reported net of the face value of the reward cards in the consolidated statements of income. For the years ended December 31, 2021 and 2020 the face value excluded from revenue was approximately \$239,680,000, and \$362,010,000, respectively.

For the Company's remaining revenue, the Company is recording revenue on a gross basis as they are acting as a principal.

Shipping and handling

Shipping and handling costs associated with outbound freight after control over a product has transferred to a customer are accounted for as fulfillment costs and are included in costs of revenues. The associated billing to the end customer is recognized in revenue.

Payment terms

The payment terms and conditions in customer contracts vary from 30-120 days from transfer of control.

Variable consideration

The nature of the Company's business gives rise to variable consideration, including volume discounts that decrease the transaction price which reduces revenue. These variable amounts are credited to the customer based on achieving certain levels of sales activity. Certain services are priced as a percentage of transaction value or a specified fee per transaction, which varies depending on the type of service provided. The variability is resolved each billing period the service is provided to the customer as the associated revenue is recognized over time.

For certain performance obligations within marketing services and customer call center support, the transaction price is determined using a residual approach to allocate the transaction price to performance obligations for contracts that have multiple performance obligations.

Variable consideration is estimated at the most likely amount that is expected to be earned. Estimated amounts are included in the transaction price to the extent it is probable that a significant reversal of cumulative revenue recognized will not occur when the uncertainty associated with the variable consideration is resolved. Estimates of variable consideration are determined based on historical experience and known trends.

Notes To Financial Statements (Continued)

Disaggregation of Revenue

Revenue is disaggregated by the timing of the satisfaction of performance obligations as follows:

	2021	(As	2020 s Restated)
-	(in thou	isands)	
Performance obligations satisfied at a point in time	\$ 216,263	\$	192,054
Performance obligations satisfied over time	148,471		308,066
	\$ 364,734	\$	500,120

Income Taxes

The Company, with the consent of its stockholders, has elected to be taxed as a Subchapter S-Corporation under sections of federal or state income tax laws. The laws provide that, in lieu of corporate income taxes, the stockholders will separately account for the Company's items of income, deductions, losses and credits. The Company is required to pay certain state taxes at the entity level, which are insignificant and reflected as operating expenses in the consolidated statements of income.

Group O Mexico, LLC is a limited liability company (LLC). Income from LLCs is taxed to the members on their individual returns. Accordingly, taxable income or loss is allocated to the members in accordance with their respective profit interest. Therefore, no provision or liability for income taxes has been included in the accompanying financial statements.

Group O Analitica North America, S. de R.L. de C.V. has filed a Form 8832 and is an entity disregarded as separate from Group O, Inc. for United States income tax purposes.

U.S. GAAP requires management to evaluate tax positions taken by the Company and recognize a tax liability if the Company has taken an uncertain position that will more likely than not be sustained upon examination by the Internal Revenue Service. Management has determined that, as of December 31, 2021 and 2020, there were no uncertain positions taken or expected to be taken that would require recognition of a liability or disclosure in the financial statements.

Recently Adopted Accounting Pronouncement

On January 1, 2021, the Company adopted Accounting Standards Update (ASU) 2018-15, *Intangibles-Goodwill and Other-Internal-Use Software: Customer's Accounting for Implementation Costs Incurred in a Cloud Computing Arrangement that is a Service Contract*, using a retrospective transition method. The standard provides guidance on the accounting for implementation, setup and other upfront costs (implementation costs) incurred to implement a hosting arrangement that is a service contract. The standard was adopted retrospectively and therefore results from operations for the year beginning January 1, 2020 have been restated, see further disclosures on the restatement in Note 9.

Notes To Financial Statements (Continued)

Pending Accounting Pronouncement

In February 2016, the Financial Accounting Standards Board issued ASU 2016-02, *Leases*. The standard requires all leases with terms over 12 months to be capitalized as a right-ofuse asset and lease liability on the consolidated balance sheet at the date of lease commencement. Leases will be classified as either finance or operating. This distinction will be relevant for the pattern of expense recognition in the consolidated statements of income. This standard will be effective for the calendar year ending December 31, 2022. The Company is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

Reclassification

Certain 2020 amounts have been reclassified, where appropriate, to conform to the presentation used in the 2021 financial statements.

Subsequent Events

Management has evaluated subsequent events through April 27, 2022, the date the financial statements were available to be issued.

2. Receivables

		2021	(As	2020 Restated)
	(in thousands)			
Accounts receivable	\$	125,684	\$	148,834
Due from related parties		1,455		1,059
		127,139		149,893
Less: Allowance for doubtful accounts		277		104
	\$	126,862	\$	149,789

Notes To Financial Statements (Continued)

3. Inventory

Inventory consists of:

			2020
	 2021	(As	Restated)
	(in thou	ısands)	
Raw materials	\$ 81,526	\$	49,451
Finished goods	5,993		7,397
	87,519		56,848
Less: LIFO reserve	 5,208		2,726
	\$ 82,311	\$	54,122

If the Company had used the FIFO method to value all inventory, the inventory reported in the financial statements would have been greater by \$5,208,492 and \$2,726,366 as of December 31, 2021 and 2020, respectively. Additionally, net income and gross profit reported in the financial statements would have been higher by \$2,480,000 and \$200,000 for the years ended December 31, 2021 and 2020, respectively.

4. Property And Equipment

Property and equipment consists of:

			2020
	2021	(As	Restated)
	(in thou	ısands)	
Office furniture, equipment and software	\$ 26,783	\$	30,557
Production equipment	4,556		4,066
Warehouse equipment	917		917
Transportation equipment	40		516
Leasehold improvements	 11,412		9,739
	43,708		45,795
Less: Accumulated depreciation and			
amortization	33,069		33,203
	\$ 10,639	\$	12,592

Notes To Financial Statements (Continued)

5. Line Of Credit

The Company has an operating line of credit with a bank that provides for borrowings up to \$80,000,000. The line of credit, which is collateralized by substantially all assets of the Company and the limited guarantee of one of its stockholders, expires in April 2026. Available borrowings under the line of credit agreement are limited to the lesser of a borrowing base of combined eligible receivables and eligible inventory, or \$80,000,000. Eligible inventory is determined by a percent of inventory type ranging from 55% to 65%, not to exceed \$35,000,000, and eligible receivables are determined as 85% of specified receivables. As of December 31, 2021, the Company had \$42,120,000 available on the line of credit.

Interest accrued on outstanding balances is variable and based on the one-month London Interbank Offered Rate (LIBOR), the lender's prime rate or the Federal Funds Effective Rate, with a Company specific margin adjustment.

6. Long-Term Debt

Long-term debt consists of:

	 2021		2020
	(in thou	ısands)	
Notes payable – bank, due in monthly installments totaling \$238,943, including interest at rates ranging from 1.85% to 4.69%. Unpaid principal and interest are due at various dates through January 2025 and are collateralized by business assets and a			
limited stockholder guarantee.	\$ 5,191	\$	5,687
Less: Current maturities	2,526		2,836
	\$ 2,665	\$	2,851

Notes To Financial Statements (Continued)

The future maturities of long-term debt are as follows:

Α	mount
(in th	ousands)
\$	2,526
	1,819
	738
	108
\$	5,191
	(in th \$

7. Commitments, Contingencies And Related-Party Transactions

Operating Leases

The Company leases buildings, vehicles and equipment under various non-cancellable operating leases from third parties that expire at dates through July 2026 and require various minimum rental commitments totaling approximately \$176,000 per month. Total rent expense was approximately \$2,050,000 and \$1,805,000 for the years ended December 31, 2021 and 2020, respectively, for these leases.

The Company also leases office and warehouse buildings from two related parties. The agreements are annual agreements that automatically renew for a 12-month period every January 1. As the initial or remaining terms of these leases do not exceed one year, they are not included in the schedule of future minimum lease payments below. Total rent expense under these leases was approximately \$3,501,000 and \$2,909,000 for the years ended December 31, 2021 and 2020, respectively.

Future minimum lease payments under operating leases that have initial or remaining noncancelable lease terms in excess of one year are as follows:

Year	4	mount
	(in ti	housands)
2022	\$	2,101
2023		1,442
2024		830
2025		792
2026		467
	\$	5,632

Litigation

The Company is involved in various lawsuits in the normal course of business. Management does not believe these matters will have a material adverse effect on the Company's financial position.

Notes To Financial Statements (Continued)

Guarantee Of Long-Term Debt

The Company has guaranteed the long-term debt of a related entity through common ownership. The outstanding balance on the long-term debt at December 31, 2021 totals \$8,761,673, bears interest at 2.78% and matures in October 2026.

The guarantee would require the Company to make payments on behalf of the Company, if the related party was unable to do so. The Company has not recorded a liability for this guarantee in the accompanying consolidated balance sheets and believes there to be only a remote possibility that performance will be required under the guarantee.

8. Concentrations Of Risks

At times, certain customers may constitute a concentration in accordance with accounting standards. Revenue from major customers for the years ended December 31, 2021 and 2020, and the related receivables as of December 31, 2021 and 2020 are as follows:

	Revenue		Recei	vables
	2021	2020	2021	2020
Customer A	25%	20%	7%	3%
Customer B	30%	55%	55%	61%
Customer C	13%	*	9%	*

* Customer C did not comprise greater than 10% of sales in 2020 and therefore is excluded from 2020 in the table above.

9. Prior Period Adjustment

During the year ended December 31, 2021, the Company identified two wholly owned subsidiaries, Group O Mexico, LLC and Group O Analitica North America, S. de R.L. de C.V., that should be consolidated. While the impact on the prior year financial statements was not significant, the Company restated its 2020 financial statements to reflect the consolidation for comparative presentation.

Additionally, the Company restated its 2020 financial statements to account for vacation earned but not used as of year-end which resulted in an increase in the vacation expense in 2020 and vacation accrued as of December 31, 2020.

Notes To Financial Statements (Continued)

The Company restated its 2020 financial statements to capitalize implementation costs related to internal use software that were previously expensed. As discussed in Note 1, the Company adopted ASU 2018-15, *Intangibles-Goodwill and Other-Internal-Use Software: Customer's Accounting for Implementation Costs Incurred in a Cloud Computing Arrangement that is a Service Contract* in the current year. The Company adopted this ASU using a retrospective adoption method. The impact has been included in the restatement below.

The effect on the Company's previously issued consolidated balance sheet, consolidated statements of income and retained earnings is summarized as follows:

Retained Earnings – December 31, 2019, As Previously Reported	\$ 40,541
Prior Period Adjustments	(1,706)
Retained Earnings – December 31, 2019, As Restated	\$ 38,835

Consolidated Balance Sheet And Consolidated Income Statement As Of And For The Year Ended December 31, 2020

	reviously leported	crease ecrease)	As Restated		
Total Assets	\$ 245,472	\$ (161)	\$	245,311	
Total Liabilities	203,309	2,099		205,408	
Total Stockholders' Equity	42,163	(2,260)		39,903	
Revenue	498,651	1,469		500,120	
Cost of Goods Sold	442,132	359		442,491	
Net Income	4,606	(554)		4,052	

10. Risks And Uncertainties

In March 2020, the World Health Organization categorized the Coronavirus Disease 2019 (COVID-19) as a pandemic, and the United States government declared the outbreak of COVID-19 to be a national emergency. The potential economic impact brought by, and the duration of, COVID-19 is difficult to assess or predict and will depend on future developments that are highly uncertain and cannot be predicted. Possible effects may include, but are not limited to, disruption of the Company's customers and associated revenue, uncertainty in the timing of cash flows, unavailability of and delays in the procurement of products and supplies used in operations, absenteeism in the Company's labor force and price fluctuations for raw materials used in production.

HONKAMP KRUEGER & CO, P.C. CPAS & Business Consultants

Independent Auditors' Report On Supplementary Information

To the Stockholders Group O, Inc. and Subsidiaries Milan, Illinois

We have audited the consolidated financial statements, hereinafter financial statements, of Group O, Inc. and Subsidiaries as of and for the years ended December 31, 2021 and 2020 and have issued our report thereon dated April 27, 2022, which contained an unmodified opinion on those financial statements. Our audits were performed for the purpose of forming an opinion on the financial statements as a whole.

The supplementary information is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audits of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the information is fairly stated in all material respects in relation to the financial statements as a whole.

HONKAMP KRUEGER & CO., P.C.

Honhamp Krunger & Co., P.C.

Davenport, Iowa April 27, 2022

CONSOLIDATING BALANCE SHEET December 31, 2021

	Gr	oup O, Inc.		iroup O nalitica	Eliminations			Total	
		A	ssets						
Current Assets									
Cash and cash equivalents	\$	10,403	\$	306	\$		\$	10,709	
Receivables		137,372		509		(11,019)	·	126,862	
Inventory		81,568		743		-		82,311	
Prepaid expenses		3,981		3,115				7,096	
Other current assets		1,557						1,557	
Total Current Assets		234,881		4,673		(11,019)		228,535	
Property And Equipment		10,345		294				10,639	
Other Assets		1,435				-		1,435	
	\$	246,661	\$	4,967	\$	(11,019)	\$	240,609	

Liabilities And Stockholders' Equity

Current Liabilities				
Line of credit	\$ 35,072	\$ -	\$ 	\$ 35,072
Current maturities of long-term debt	2,526			2,526
Accounts payable	130,611	163	(3,895)	126,879
Other current liabilities	9,688			9,688
Due to affiliates	774	6,351	(7,124)	
Reward program liability	24,250			24,250
Total Current Liabilities	202,920	6,514	(11,019)	198,415
Long-Term Debt	 2,665	 	=	2,665
Total Liabilities	205,585	6,514	(11,019)	201,080
Stockholders' Equity				
Common stock	480		0. <u> </u> 12	480
Retained earnings	40,596	(1,547)	() <u> </u>	39,049
Total Stockholders' Equity	 41,076	(1,547)	3 62	39,529
	\$ 246,661	\$ 4,967	\$ (11,019)	\$ 240,609

CONSOLIDATING BALANCE SHEET December 31, 2020

	Gr	oup O, Inc.		roup O nalitica	Eliminations		Total
		A	ssets				
Current Assets							
Cash and cash equivalents	\$	22,421	\$	188	\$	—	\$ 22,609
Receivables		158,661		530		(9,402)	149,789
Inventory		53,934		188		_	54,122
Prepaid expenses		1,537		2,394			3,931
Other current assets		1,311					1,311
Total Current Assets		237,864		3,300		(9,402)	231,762
Property And Equipment		12,428		164			12,592
Other Assets		957				-	957
	\$	251,249	\$	3,464	\$	(9,402)	\$ 245,311

Liabilities And Stockholders' Equity

Current Liabilities					
Line of credit	\$ 22,109	\$		\$ 	\$ 22,109
Current maturities of long-term debt	2,836		<u>1997</u>	—	2,836
Accounts payable	137,616		102	(2,700)	135,018
Other current liabilities	11,506				11,506
Due to affiliates	2,200		4,502	(6,702)	
Reward program liability	 31,090				31,090
Total Current Liabilities	207,355		4,604	(9,402)	202,557
Long-Term Debt	 2,851		-	 	2,851
Total Liabilities	210,206		4,604	(9,402)	205,408
Stockholders' Equity					
Common stock	480				480
Retained earnings	40,563		(1,140)		39,423
Total Stockholders' Equity	41,043	_	(1,140)	÷	39,903
	\$ 251,249	\$	3,464	\$ (9,402)	\$ 245,311

CONSOLIDATING STATEMENT OF INCOME For The Year Ended December 31, 2021

	Group O Group O, Inc. Analitica			•	Elir	ninations	Total		
Revenue	\$	367,025	\$	2,260	\$	(4,551)	\$	364,734	
Cost Of Goods Sold		305,803		1,704		(4,551)		302,956	
Gross Profit		61,221		557				61,778	
Operating Expenses		53,725		964				54,689	
Income From Operations		7,496		(407)				7,089	
Other Income (Expense)									
Other income		87						87	
Interest expense		(1,125)						(1,125)	
Total Other Expense		(1,038)						(1,038)	
Net Income	\$	6,458	\$	(407)	\$		\$	6,051	

CONSOLIDATING STATEMENT OF INCOME For The Year Ended December 31, 2020

	Group O Group O, Inc. Analitica				Elimi	inations	Total		
Revenue	\$	498,651	\$	1,469	\$		\$	500,120	
Cost Of Goods Sold		441,433		1,058		_		442,491	
Gross Profit		57,218		411		—		57,630	
Operating Expenses		51,552		921		—		52,473	
Income From Operations		5,667		(510)		0 <u>0</u> 00		5,157	
Other Income (Expense)									
Other income		180						180	
Interest expense		(1,285)						(1,285)	
Total Other Expense		(1,105)		<u>, 1997</u>). 		(1,105)	
Net Income	\$	4,562	\$	(510)	\$		\$	4,052	



GROUP O, INC. FINANCIAL STATEMENTS DECEMBER 31, 2020

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HONKAMP KRUEGER & CO, P.C.

CPAs & Business Consultants

Independent Auditors' Report

To the Stockholders Group O, Inc. Milan, Illinois

Report On The Financial Statements

We have audited the accompanying financial statements of Group O, Inc., which comprise the balance sheets as of December 31, 2020 and 2019, the related statements of income, retained earnings and cash flows for the years then ended and the related notes to the financial statements.

Management's Responsibility For The Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express an opinion on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Dubuque, IA Davenport, IA Hiawatha, IA Platteville, WI Waukee, IA Waunakee, WI www.honkamp.com

Opinion

In our opinion, the financial statements referred to on the previous page present fairly, in all material respects, the financial position of Group O, Inc. as of December 31, 2020 and 2019 and the results of its operations and cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

HONKAMP KRUEGER & CO., P.C.

Honhamp Krunger & Co., P.C.

Davenport, Iowa April 15, 2021

BALANCE SHEETS

		December 31,		
		2020		2019
		(in tho	usands))
Assets				
Current Assets				
Cash and cash equivalents	\$	22,421	\$	11,665
Receivables		153,762		146,697
Inventory		53,934		222,019
Other current assets		2,849		2,753
Total Current Assets		232,966		383,134
Property And Equipment		11,723		14,252
Other Assets		783		763
	\$	245,472	\$	398,149
Current Liabilities Line of credit	\$	22,109	\$	41,390
	•	00.400	•	44.000
Current portion of long-term debt	Ŷ	2,836	Ψ	2,899
Accounts payable		134,917		274,995
Other current liabilities		9,507		4,397
Reward program liability		31,089		
Total Current Liabilities				30.698
		200,458		30,698 354,379
Long-Term Debt		200,458 2,851		
Long-Term Debt Total Liabilities				354,379
Total Liabilities		2,851		354,379 2,749
Total Liabilities		2,851		354,379 2,749
Total Liabilities Stockholders' Equity		2,851 203,309		354,379 2,749 357,128
Stockholders' Equity Common stock		2,851 203,309 480		354,379 2,749 357,128 480

STATEMENTS OF INCOME AND RETAINED EARNINGS

		For The Years Ended December 31,		
		2020		2019
		(in thou	isands)	
Statements Of Incom	e			
Revenue	\$	498,651	\$	397,815
Cost Of Goods Sold		442,132		331,850
Gross Profit		56,519		65,965
Operating Expenses		50,808		53,653
Income From Operations		5,711		12,312
Other Income (Expense)				
Other income		180		141
Interest expense		(1,285)		(1,939)
Total Other Expense		(1,105)		(1,798)
Net Income	\$	4,606	\$	10,514
Statements Of Retained Ea	rning	5		
Balance – Beginning Of Year	\$	40,541	\$	37,019
Net Income		4,606		10,514
Distributions		(3,464)		(6,992)
Balance – End Of Year	\$	41,683	\$	40,541

GROUP O, INC. STATEMENTS OF CASH FLOWS

	For The Yo Decem	ears En nber 31	
	 2020		2019
	(in tho	usands)	
Cash Flows From Operating Activities			
Net income	\$ 4,606	\$	10,514
Adjustments to reconcile net income to net			
cash provided by (used in) operating activities:			
Depreciation and amortization	5,929		5,707
Changes in assets and liabilities:			
Receivables	(7,065)		(59,871)
Inventory	168,085		(63,594)
Other current assets	(96)		2,289
Other assets	(20)		(20)
Accounts payable	(140,078)		76,502
Other current liabilities	5,110		368
Reward program liability	391		10,814
Net Cash Provided By (Used In) Operating Activities	36,862		(17,291)
Cash Flows From Investing Activities Purchases of property and equipment	(3,400)		(5,307)
Net Cash Used In Investing Activities	(3,400)		(5,307)
	(0,100)		(0,001)
Cash Flows From Financing Activities			
Net proceeds from (payments on) line of credit	(19,281)		35,757
Proceeds from issuance of long-term debt	3,059		1,659
Repayments of long-term debt	(3,020)		(3,572)
Distributions paid	(3,464)		(6,992)
Net Cash Provided By (Used In) Financing Activities	(22,706)		26,852
Change In Cash And Cash Equivalents	10,756		4,254
Cash And Cash Equivalents – Beginning Of Year	 11,665		7,411
Cash And Cash Equivalents – End Of Year	\$ 22,421	\$	11,665
Supplemental Disclosure Of Cash Flow Information Interest paid	\$ 1,141	\$	1,895

GROUP O, INC. NOTES TO FINANCIAL STATEMENTS

1. Nature Of Business And Significant Accounting Policies

The operations of Group O, Inc. (the "Company") consist of sales and service of packaging equipment and supplies, direct mail and fulfillment services, customer call center support, marketing services (including database management) and material management services for customers throughout the United States.

A summary of the Company's significant accounting policies follows:

Use Of Estimates

The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America ("U.S. GAAP") requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, the disclosures of contingent assets and liabilities and the reported amounts of revenues and expenses. Actual results could differ from those estimates.

Cash And Cash Equivalents

For purposes of reporting cash flows, the Company considers all highly liquid investments purchased with a maturity of three months or less at acquisition and certificates of deposit as cash and cash equivalents in the accompanying balance sheets. The Company places its cash with high credit quality financial institutions. At times, such amounts may be in excess of the Federal Deposit Insurance Corporation insurance limits.

Accounts Receivable

The Company carries its accounts receivable at cost, less an allowance for doubtful accounts. On a periodic basis, the Company evaluates accounts receivable and establishes an allowance for doubtful accounts based on the history of past write-offs, collections and current credit conditions. The Company turns an account over for collection or writes it off as uncollectible based on the facts and circumstances of each situation. As of December 31, 2020 and 2019, an allowance for doubtful accounts of \$104,000 and \$229,000, respectively, had been recorded.

Inventory

Inventory is stated at the lower of cost or net realizable value on a first-in, first-out basis ("FIFO"), with the exception of approximately 32% and 8% of inventory valued on the last-in, first-out ("LIFO") method of costing inventory as of December 31, 2020 and 2019, respectively. Management believes that the LIFO method has the effect of minimizing the impact of price level changes on inventory valuations and generally matches current costs against current revenues in the statements of income.

Notes To Financial Statements (Continued)

Property And Equipment

Property and equipment are carried at cost, less accumulated depreciation and amortization. Major expenditures for improvements and those which substantially increase useful lives are capitalized. Maintenance, repairs and minor renewals are expensed as incurred. When assets are retired or otherwise disposed of, their costs and related accumulated depreciation and amortization are removed from the accounts and the resulting gains or losses are included in income.

Property and equipment are depreciated or amortized using the straight-line method over the assets' estimated useful lives.

Reward Program Liability

The Company processes reward cards for certain customers and records a liability for reward cards that have been issued but not activated as of year-end to represent the Company's obligation to transfer these funds at a future date upon card activation. The liability is decreased as cards are either activated by the beneficiary and cash is paid to fund the cards or when cards expire without activation.

Common Stock

The Company has two classes of stock. The Company is authorized to issue 1,000,000 shares of no par value, voting Series A common stock and 2,000,000 shares of no par value, non-voting Series B common stock. The Company had 56,700 shares of Series A common stock issued and outstanding as of December 31, 2020 and 2019. The Company had 470,908 shares of Series B common stock issued and outstanding as of December 31, 2020 and 2019.

Revenue Recognition

The Company adopted Accounting Standards Update ("ASU") 2014-09, *Revenue from Contracts with Customers*, in 2019. The Company recognizes revenue when it satisfies a performance obligation by transferring control of a product or service to a customer. The amount of revenue recognized reflects the consideration the Company expects to be entitled to in exchange for those products or services based on the terms within the contract.

Sales of packaging equipment and supplies

For these performance obligations, the Company transfers control and records revenue at a point in time in accordance with the shipping terms, either upon shipment or delivery to the customer.

Fulfillment services – kitted products

A kitted product is a configuration of parts or components bundled and packaged in accordance with customer specifications. For these performance obligations, the Company transfers control and records revenue at a point in time in accordance with the shipping terms, either upon shipment or delivery to the customer.

Notes To Financial Statements (Continued)

Due to the customized nature of some of the Company's kitted products, together with contractual provisions in certain customer contracts that provide the Company with an enforceable right to payment of the transaction price for performance completed to date, revenue is recognized for these contracts over time. For these contracts, the Company recognizes revenue on products by an output measure of production, which fairly depicts the amount of revenue the Company is entitled to. The timing of revenue recognized from these products is slightly accelerated compared to revenue recognized at a point in time based on shipment or delivery.

Testing services

The Company performs testing services as part of the mobile device life cycle for customers. For these performance obligations, control transfers to the customer over time as the services are performed. The Company recognizes revenue on testing services by an output measure of testing production, which fairly depicts the amount of revenue the Company is entitled to.

Marketing services and customer call center support

The Company performs outsourced reward and incentive program management for customers. Outsourced reward program management involves multiple performance obligations. The first performance obligation includes activities supporting reward eligibility determination, direct mail, reward redemption and reward fulfillment services. The second performance obligation is customer support subsequent to reward fulfillment. For these performance obligations, control transfers to the customer over time as the services are performed. Progress is measured based on the passage of time for the first performance obligation and on the number of units of service provided for the second performance obligation.

Outsourced supply chain management

The Company performs outsourced supply chain management for customers, which includes procurement, inventory management and fulfillment services. For this performance obligation, control transfers to the customer over time as the services are performed. For the majority of these customer contracts, the fee structure is cost plus margin or standard labor rate times labor hours incurred, and progress is measured based on the costs incurred or labor hours expended.

Principal vs. agent

For VAR (Value Added Reseller) logistics services as part of the mobile device life cycle for customers, the Company acts as an agent providing these services on the ordered product. Accordingly, the associated revenue is reported net of the cost of the underlying product in the statements of income. For the years ended December 31, 2020 and 2019 the costs of the underlying product which are excluded from revenue were approximately \$1,294,900,000, and \$1,953,400,000, respectively.

Notes To Financial Statements (Continued)

Additionally, for certain outsourced reward and incentive management activities performed, the Company is acting as an agent in the fulfillment of rewards to the end recipient. Accordingly, the associated revenue is reported net of the face value of the reward cards in the statements of income. For the years ended December 31, 2020 and 2019 the face value excluded from revenue was approximately \$362,010,000, and \$399,179,000, respectively.

For the Company's remaining revenue, the Company is recording revenue on a gross basis as they are acting as a principal.

Shipping and handling

Shipping and handling costs associated with outbound freight after control over a product has transferred to a customer are accounted for as fulfillment costs and are included in costs of revenues. The associated billing to the end customer is recognized in revenue.

Payment terms

The payment terms and conditions in customer contracts vary from 30-120 days from transfer of control.

Variable consideration

The nature of the Company's business gives rise to variable consideration, including volume discounts that decrease the transaction price which reduces revenue. These variable amounts are credited to the customer based on achieving certain levels of sales activity. Certain services are priced as a percentage of transaction value or a specified fee per transaction, which varies depending on the type of service provided. The variability is resolved each billing period the service is provided to the customer as the associated revenue is recognized over time.

For certain performance obligations within marketing services and customer call center support, the transaction price is determined using a residual approach to allocate transaction price to performance obligations for contracts that have multiple performance obligations.

Variable consideration is estimated at the most likely amount that is expected to be earned. Estimated amounts are included in the transaction price to the extent it is probable that a significant reversal of cumulative revenue recognized will not occur when the uncertainty associated with the variable consideration is resolved. Estimates of variable consideration are determined based on historical experience and known trends.

Notes To Financial Statements (Continued)

Disaggregation of Revenue

Revenue is disaggregated by the timing of the satisfaction of performance obligations for years ended December 31 as follows:

	2020 20		2019	
		(in thou	isands)	
Performance obligations satisfied at a point in time	\$	190,585	\$	229,562
Performance obligations satisfied over time		308,066		168,253
	\$	498,651	\$	397,815

Income Taxes

The Company, with the consent of its stockholders, has elected to be taxed as a Subchapter S-Corporation under sections of federal or state income tax laws. The laws provide that, in lieu of corporate income taxes, the stockholders will separately account for the Company's items of income, deductions, losses and credits. The Company is required to pay certain state taxes at the entity level, which are insignificant and reflected as operating expenses in the statements of income.

U.S. GAAP requires management to evaluate tax positions taken by the Company and recognize a tax liability (or asset) if the Company has taken an uncertain position that will more likely than not be sustained upon examination by the Internal Revenue Service. Management has determined that, as of December 31, 2020 and 2019, there were no uncertain positions taken or expected to be taken that would require recognition of a liability (or asset) or disclosure in the financial statements.

Pending Accounting Pronouncement

In August 2018, the Financial Accounting Standards Board ("FASB") issued ASU 2018-15, Intangibles – Goodwill and Other – Internal-Use Software Customer's Accounting for Implementation Costs Incurred in a Cloud Computing Arrangement That Is a Service Contract. The standard provides guidance on the accounting for implementation, setup and other upfront costs (implementation costs) incurred to implement a hosting arrangement that is a service contract. The standard will be effective for the calendar year ending December 31, 2021. The Company is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

In February 2016, the FASB issued ASU 2016-02, *Leases*. The standard, and related amendments, require all leases with terms over 12 months to be capitalized as a right-of-use asset and lease liability on the balance sheet at the date of lease commencement. Leases will be classified as either finance or operating. This distinction will be relevant for the pattern of expense recognition in the statement of income. This standard will be effective for the calendar year ending December 31, 2022. The Company is currently in the process of evaluating the impact of adoption of this ASU on the financial statements.

Notes To Financial Statements (Continued)

Reclassification

Certain 2019 amounts have been reclassified, where appropriate, to conform to the presentation used in the 2020 financial statements. The reclassifications had no impact on the previously reported net income or cash flows.

Risks And Uncertainties

In March 2020, the World Health Organization categorized the Coronavirus Disease 2019 ("COVID-19") as a pandemic, and the United States government declared the outbreak of COVID-19 to be a national emergency. The potential economic impact brought by, and the duration of, COVID-19 is difficult to assess or predict and will depend on future developments that are highly uncertain and cannot be predicted. Possible effects may include, but are not limited to, disruption of the Company's customers and revenue, uncertainty in the timing of cash flows, unavailability of products and supplies used in operations, absenteeism in the Company's labor force and price fluctuations for raw materials used in production.

Subsequent Events

Management has evaluated subsequent events through April 15, 2021, the date the financial statements were available to be issued.

2. Receivables

	2020 2		2019	
	(in thousands)			
Accounts receivable	\$	148,305	\$	143,375
Due from related parties		5,561		3,551
		153,866		146,926
Less: Allowance for doubtful accounts		104		229
	\$	153,762	\$	146,697

Notes To Financial Statements (Continued)

3. Inventory

Inventory consists of:

		2020		2019
	(in thousands))
Raw materials	\$	52,562	\$	222,654
Finished goods		4,098		1,891
		56,660		224,545
Less: LIFO reserve		2,726		2,526
	\$	53,934	\$	222,019

4. **Property And Equipment**

Property and equipment consists of:

	2020			2019
		(in thou	ısands)	
Office furniture, equipment and software	\$	29,853	\$	27,368
Production equipment		4,066		3,114
Warehouse equipment		917		917
Transportation equipment		516		516
Leasehold improvements		9,574		9,611
		44,926		41,526
Less: Accumulated depreciation and				
amortization		33,203		27,274
	\$	11,723	\$	14,252

Notes To Financial Statements (Continued)

5. Line Of Credit

The Company has an operating line of credit with a bank that provides for borrowings up to \$75,000,000, with interest at the London Interbank Offered Rate ("LIBOR") plus a floating applicable spread percentage determined by the Company's fixed charge coverage ratio. The effective rate was 1.66% at December 31, 2020. The line of credit, which is collateralized by substantially all assets of the Company and the limited guarantee of one of its stockholders, expires in April 2021. Available borrowings under the line of credit agreement are limited to the lesser of a borrowing base of combined eligible receivables and eligible inventory, or \$75,000,000. This limit is further adjusted for any deposits received by the Company that have not yet been swept against the line of credit prior to period-end. Eligible inventory is determined by a percent of inventory type ranging from 55% to 65%, not to exceed \$35,000,000, and eligible receivables are determined as 85% of specified receivables. As of December 31, 2020, the Company had \$60,668,000 available on the line of credit.

6. Long-Term Debt and Subsequent Event

Long-term debt consists of:

		2020		2019
Notes payable – bank, due in monthly installments totaling \$353,090, including interest at rates ranging from 3.40% to 6.75%. Unpaid principal and interest are due	1	(in tho	ısands)	
at various dates through January 2025 and a are collateralized by business assets and a limited stockholder guarantee.	\$	5,687	\$	5,648
Less: Current maturities		2,836		2,899
	\$	2,851	\$	2,749

Notes To Financial Statements (Continued)

The future maturities of long-term debt are as follows:

Year	Amoun		
	(in	thousands)	
2021	\$	2,836	
2022		1,582	
2023		845	
2024		317	
2025		107	
	\$	5,687	

Subsequent to year end, the Company entered into a long-term debt agreement totaling \$1,100,000 for equipment financing. The note is due in monthly installments totaling \$31,446, including interest at 1.85%. Unpaid principal and interest are due January 2024. The note has a limited stockholder guarantee and is collateralized by all equipment, inventory and rights purchased under the financing agreement.

7. Commitments, Contingencies And Related-Party Transactions

Operating Leases

The Company leases buildings, vehicles and equipment under various non-cancellable operating leases from third parties that expire at dates through October 2024 and require various minimum rental commitments totaling approximately \$167,000 per month. Total rent expense was approximately \$1,805,000 and \$2,038,000 for the years ended December 31, 2020 and 2019, respectively, for these leases.

The Company also leases office and warehouse buildings from two related parties. The agreements are annual agreements that automatically renew for a 12-month period every January 1. As the initial or remaining terms of these leases do not exceed one year, they are not included in the schedule of future minimum lease payments below. Total rent expense under these leases was approximately \$2,909,000 and \$3,414,000 for the years ended December 31, 2020 and 2019, respectively.

Notes To Financial Statements (Continued)

Future minimum lease payments under operating leases that have initial or remaining noncancelable lease terms in excess of one year are as follows:

Year	Amount		
	(in ti	housands)	
2021	\$	1,178	
2022		877	
2023		579	
2024		11	
	\$	2,645	

Litigation

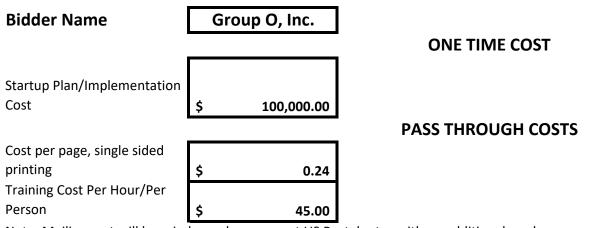
The Company is involved in various lawsuits in the normal course of business. Management does not believe these matters will have a material adverse effect on the Company's financial position.

8. Concentrations Of Risks

At times, certain customers may constitute a concentration in accordance with accounting standards. Revenue from major customers for the years ended December 31, 2020 and 2019, and the related receivables as of December 31, 2020 and 2019 are as follows:

	Revenue		Recei	vables
	2020	2019	2020	2019
Customer A	20%	33%	3%	4%
Customer B	55%	32%	59%	67%

ATTACHMENT 4 COST PROPOSAL SHEET



Note: Mailing cost will be reimbursed per current US Postal rates with no additional markup.

Service		Average Handled Time (AHT)	Number of calls/actions Tier I	Cost Per Call for Tier I	Number of calls/actions Tier II	Cost Per Call for Tier II	Number of calls/actions Tier III	Cost Per Ca for Tier II
Inbound	А	11:00-15:00	6,000-16,999	\$ 12.40	17,000-27,999	\$ 12.33	28,000-40,000	\$ 12.2
	В	15:01-20:00	1,400-3,599	\$ 16.53	3,600-5,799	\$ 16.44	5,800-8,000	\$ 16.3
	С	20:01-25:00	1,400-3,599	\$ 20.66	3,600-5,799	\$ 20.56	5,800-8,000	\$ 20.4
	D	25:01-30:00	1,400-3,599	\$ 24.79	3,600-5,799	\$ 24.67	5,800-8,000	\$ 24.5
	E	30:01-35:00	1,400-3,599	\$ 28.92	3,600-5,799	\$ 28.78	5,800-8,000	\$ 28.6
Outreach	А	8:00 -12:00	1,400-3,599	\$ 9.92	3,600-5,799	\$ 9.87	5,800-8,000	\$ 9.8
	В	12:01 - 16:00	1,400-3,599	\$ 13.22	3,600-5,799	\$ 13.16	5,800-8,000	\$ 13.0
	С	16:01 - 20:00	1,400-3,599	\$ 16.53	3,600-5,799	\$ 16.44	5,800-8,000	\$ 16.3
Back Office Processing	Α	4:00-8:00	1,400-3,599	\$ 6.61	3,600-5,799	\$ 6.58	5,800-8,000	\$ 6.5

COST PER CALL FOR INITIAL THREE YEAR PERIOD

В	8:01 - 12:00	1,400-3,599	\$ 9.92 3,600-5,799	\$ 9.87	5,800-8,000	\$ 9.82
C	12:01-16:00	1,400-3,599	\$ 13.22 3,600-5,799	\$ 13.16	5,800-8,000	\$ 13.09

Service		Average Handled Time (AHT)	Number of calls/actions Tier I	Cost Per Call for Tier I	Number of calls/actions Tier II	Cost Per Call for Tier II	Number of calls/actions Tier III	Per Call Fier III
Inbound	А	11:00-15:00	6,000-16,999	\$ 12.64	17,000-27,999	\$ 12.58	28,000-40,000	\$ 12.52
	В	15:01-20:00	1,400-3,599	\$ 16.86	3,600-5,799	\$ 16.77	5,800-8,000	\$ 16.69
	С	20:01-25:00	1,400-3,599	\$ 21.07	3,600-5,799	\$ 20.97	5,800-8,000	\$ 20.86
	D	25:01-30:00	1,400-3,599	\$ 25.29	3,600-5,799	\$ 25.16	5,800-8,000	\$ 25.03
	Е	30:01-35:00	1,400-3,599	\$ 29.50	3,600-5,799	\$ 29.35	5,800-8,000	\$ 29.21
Outreach	А	8:00 -12:00	1,400-3,599	\$ 10.11	3,600-5,799	\$ 10.06	5,800-8,000	\$ 10.01
	В	12:01 - 16:00	1,400-3,599	\$ 13.49	3,600-5,799	\$ 13.42	5,800-8,000	\$ 13.35
	С	16:01 - 20:00	1,400-3,599	\$ 16.86	3,600-5,799	\$ 16.77	5,800-8,000	\$ 16.69
Back Office Processing	A	4:00-8:00	1,400-3,599	\$ 6.74	3,600-5,799	\$ 6.71	5,800-8,000	\$ 6.68
	В	8:01 - 12:00	1,400-3,599	\$ 10.11	3,600-5,799	\$ 10.06	5,800-8,000	\$ 10.01
	С	12:01-16:00	1,400-3,599	\$ 13.49	3,600-5,799	\$ 13.42	5,800-8,000	\$ 13.35

COST PER CALL FOR RENEWAL PERIOD 1

COST PER CALL FOR RENEWAL PERIOD 2

Service		Average Handled Time (AHT)	Number of calls/actions Tier I	Cost Per Call for Tier I	Number of calls/actions Tier II	Cost Per Call for Tier II	Number of calls/actions Tier III	Cost Per Call for Tier III
Inbound	А	11:00-15:00	6,000-16,999	\$ 12.90	17,000-27,999	\$ 12.83	28,000-40,000	\$ 12.77
	В	15:01-20:00	1,400-3,599	\$ 17.19	3,600-5,799	\$ 17.11	5,800-8,000	\$ 17.02
	С	20:01-25:00	1,400-3,599	\$ 21.49	3,600-5,799	\$ 21.39	5,800-8,000	\$ 21.28
	D	25:01-30:00	1,400-3,599	\$ 25.79	3,600-5,799	\$ 25.66	5,800-8,000	\$ 25.54
	E	30:01-35:00	1,400-3,599	\$ 30.09	3,600-5,799	\$ 29.94	5,800-8,000	\$ 29.79
Outreach	А	8:00 -12:00	1,400-3,599	\$ 10.32	3,600-5,799	\$ 10.27	5,800-8,000	\$ 10.21
	В	12:01 - 16:00	1,400-3,599	\$ 13.76	3,600-5,799	\$ 13.69	5,800-8,000	\$ 13.62
	С	16:01 - 20:00	1,400-3,599	\$ 17.19	3,600-5,799	\$ 17.11	5,800-8,000	\$ 17.02
Back Office Processing	А	4:00-8:00	1,400-3,599	\$ 6.88	3,600-5,799	\$ 6.84	5,800-8,000	\$ 6.81
	В	8:01 - 12:00	1,400-3,599	\$ 10.32	3,600-5,799	\$ 10.27	5,800-8,000	\$ 10.21
	С	12:01-16:00	1,400-3,599	\$ 13.76	3,600-5,799	\$ 13.69	5,800-8,000	\$ 13.62

COST PER CALL FOR RENEWAL PERIOD 3

Service		Average Handled Time (AHT)	Number of calls/actions Tier I	Cost Per Call for Tier I	Number of calls/actions Tier II	Cost Per Call for Tier II	Number of calls/actions Tier III	Cost Per Call for Tier III
Inbound	А	11:00-15:00	6,000-16,999	\$ 13.15	17,000-27,999	\$ 13.09	28,000-40,000	\$ 13.02
	В	15:01-20:00	1,400-3,599	\$ 17.54	3,600-5,799	\$ 17.45	5,800-8,000	\$ 17.36
	С	20:01-25:00	1,400-3,599	\$ 21.92	3,600-5,799	\$ 21.81	5,800-8,000	\$ 21.70
	D	25:01-30:00	1,400-3,599	\$ 26.31	3,600-5,799	\$ 26.18	5,800-8,000	\$ 26.05
	Е	30:01-35:00	1,400-3,599	\$ 30.69	3,600-5,799	\$ 30.54	5,800-8,000	\$ 30.39
Outreach	А	8:00 -12:00	1,400-3,599	\$ 10.52	3,600-5,799	\$ 10.47	5,800-8,000	\$ 10.42
	В	12:01 - 16:00	1,400-3,599	\$ 14.03	3,600-5,799	\$ 13.96	5,800-8,000	\$ 13.89
	С	16:01 - 20:00	1,400-3,599	\$ 17.54	3,600-5,799	\$ 17.45	5,800-8,000	\$ 17.36
Back Office Processing	A	4:00-8:00	1,400-3,599	\$ 7.02	3,600-5,799	\$ 6.98	5,800-8,000	\$ 6.95
	В	8:01 - 12:00	1,400-3,599	\$ 10.52	3,600-5,799	\$ 10.47	5,800-8,000	\$ 10.42
	C	12:01-16:00	1,400-3,599	\$ 14.03	3,600-5,799	\$ 13.96	5,800-8,000	\$ 13.89