

## Botts, Rene

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**From:** Sandeep Singh <sandeeps@tscti.com>  
**Sent:** Tuesday, March 7, 2023 11:57 AM  
**To:** Botts, Rene  
**Cc:** Sled Proposal; Shikha Sharma  
**Subject:** RE: 113578-O3 Call Center Support

Hello Rene,

I apologize for the delay!! I thought I sent it

22<sup>nd</sup> Century agrees to remove our Confidentiality & Proprietary Clause from the submitted proposal.

Please let me know if anything else is needed from our end.

With Regards

**Sandeep Singh, PMP**  
Business Head – Operations & Client Relations



**22nd Century Technologies, Inc.**

ISO 9001 Certified | CMM Level 3 | ISO 27001 | ISO 20000 | ISO 18001 2008

eMail: [sandeeps@tscti.com](mailto:sandeeps@tscti.com)

Phone: (703) 286 7655 | Fax: (732) 537 0888

Website: [www.tscti.com](http://www.tscti.com)

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**From:** Jack Watson <jack@tscti.com>  
**Sent:** Monday, March 6, 2023 2:41 PM  
**To:** Sandeep Singh <sandeeps@tscti.com>  
**Subject:** FW: 113578-O3 Call Center Support

Hi sanded g, pls call to Botts

***Thanks & Regards***  
***Jack Watson***

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**From:** Botts, Rene <[Rene.Botts@nebraska.gov](mailto:Rene.Botts@nebraska.gov)>  
**Sent:** Monday, March 6, 2023 2:38 PM  
**To:** Sled Proposal <[sledproposals@tscti.com](mailto:sledproposals@tscti.com)>  
**Subject:** 113578-O3 Call Center Support

**CAUTION: DO NOT CLICK** links or attachments unless you recognize the sender and know the content is safe.

Sandeep,

Please call me as soon as possible.

Thank you,

**René Botts** | *Procurement Contracts Officer*

OPERATIONS | OFFICE OF PROCUREMENT & GRANTS

**Nebraska Department of Health and Human Services**

OFFICE: 402-471-0727

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*“Be bold and mighty forces will come to your aid.” Goethe*



# 22nd Century Technologies, Inc.

CMMI Level 3 | ISO 27001 | ISO 20000 | ISO 9001



**Response to  
Request for Proposal  
RFP #113578 O3  
Additional Call Center Support Services**

**Due Date: Dec 6, 2022, 2:00 P.M. CT**

**Submitted to:**  
**State of Nebraska, Department of Health and Human Services**  
301 Centennial Mall S, Suite 500,  
Lincoln, NE 68509  
**Attn.: René A. Botts and Carrie DeFreece**  
**Phone: (402) 471-0727**



**Submitted by:**  
**22nd Century Technologies, Inc.**  
**Local Address:** 5601 South 59th Street, Lincoln, NE 68516  
**Headquarter:** 8251 Greensboro Drive, Suite 900, McLean, VA 22102  
**Phone:** 888-998-7284 | **Fax:** 732-537-0888  
**Email:** sledproposals@tscti.com

TSCTI claims that information contained in our proposal is confidential and proprietary. We believe that the data contained in the proposal like contact information of proposed staff, technical and management approach, proposed subcontractor and price quote. Disclosure of these information can be used by our competitors to under-price us on future bids, reverse-engineer aspects of TSCTI's approach, lure away subcontractors or key employees. Thereby we request the government to provide us the opportunity to provide a redacted copy of our response for FOIA and protecting the undue advantage of FIOA disclosure.



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**1. Completed Corporate Overview;**

*The Corporate Overview section of the Solution Proposal should consist of the following subdivisions:*

**a. Contractor Identification and Information**

*The bidder should provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business and whether the name and form of organization has changed since first organized.*

<b>Full Company or Corporate Name</b>	22nd Century Technologies, Inc.
<b>Address of the company's headquarters</b>	8251 Greensboro Drive, Suite 900, McLean, VA 22102
<b>Entity organization (corporation, partnership, proprietorship)</b>	Corporation
<b>Incorporated in</b>	New Jersey
<b>Incorporated Date</b>	3/24/1997
<b>Name and form of organization has changed since first organized</b>	None



**b. Financial Statements**

*The bidder should provide financial statements applicable to the firm. If publicly held, the bidder should provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.*

*If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, should be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm should provide a banking reference.*

*The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.*

*The State may elect to use a third party to conduct credit checks as part of the corporate overview evaluation.*

**Financial Statements 2021**

**22nd Century Technologies, Inc and Subsidiaries**  
**Consolidated Balance Sheets**

	September 30	
	2021	2020
	(US\$)	(US\$)
<b><u>ASSETS</u></b>		
<b>Current assets</b>		
Cash and cash equivalents	24,518,492	40,592,580
Accounts receivables, net	79,158,113	59,909,436
Prepaid expenses and other current assets	2,897,913	2,467,933
<b>Total current assets</b>	<b>106,574,518</b>	<b>102,969,949</b>
Property and equipment, net	156,116	156,847
Other assets	4,531,992	3,938,893
<b>Total assets</b>	<b>111,262,626</b>	<b>107,065,689</b>
<b><u>LIABILITIES AND STOCKHOLDERS' EQUITY</u></b>		
<b>Current liabilities</b>		
Accounts payable	20,981,069	19,501,157
Accrued liabilities	13,608,960	14,556,432
<b>Total current liabilities</b>	<b>34,590,029</b>	<b>34,057,589</b>
<b>Commitments and contingencies</b>		
<b>Stockholders' equity</b>		
Common stock (\$0 par value; 5,000 shares authorized; 1,818 and 1,818 shares issued and outstanding at September 30, 2021 and 2020, respectively)	9,942,602	9,942,602
Additional paid-in capital	320,329	320,329
Accumulated other comprehensive loss	(162,578)	(161,107)
Retained earnings	66,572,244	62,906,276
<b>Total stockholders' equity</b>	<b>76,672,597</b>	<b>73,008,100</b>
<b>Total liabilities and stockholders' equity</b>	<b>111,262,626</b>	<b>107,065,689</b>

See accompanying notes to consolidated financial statements.





**22nd Century Technologies, Inc and Subsidiaries**  
**Consolidated Statements of Comprehensive Income**  
**For the Years Ended September 30, 2021 and 2020**

	2021 (US\$)	2020 (US\$)
Revenues	346,044,950	300,047,409
Cost of revenues	247,943,932	213,473,706
Gross profit	<u>98,101,018</u>	<u>86,573,703</u>
Operating expenses:		
Sales and marketing	452,173	643,085
General and administrative	52,786,651	45,538,865
Total operating expenses	<u>53,238,824</u>	<u>46,181,950</u>
Operating income	44,862,194	40,391,753
Other income	16,962	86,191
Net income	<u>44,879,156</u>	<u>40,477,944</u>
Other Comprehensive loss		
Foreign currency translation adjustments	(1,471)	(7,771)
Total Comprehensive income	<u>44,877,685</u>	<u>40,470,173</u>

See accompanying notes to consolidated financial statements.

**22nd Century Technologies, Inc and Subsidiaries**  
**Consolidated Statements of Changes in Stockholders' Equity**  
**For the Years Ended September 30, 2021 and 2020**

	Common Stock		Additional Paid-in Capital	Accumulated Other Comprehensive Loss	Retained Earnings	Total Stockholders' Equity
	Shares	Amount				
Balances as of October 1, 2019	1,818	\$ 5,001,000	\$ 320,329	\$ (153,336)	\$ 56,010,934	\$ 61,178,927
Issued	-	4,941,602	-	-	-	4,941,602
Distributions	-	-	-	-	(33,582,602)	(33,582,602)
Foreign currency translation adjustment	-	-	-	(7,771)	-	(7,771)
Net income	-	-	-	-	40,477,944	40,477,944
Balances as of September 30, 2020	<u>1,818</u>	<u>\$ 9,942,602</u>	<u>\$ 320,329</u>	<u>\$ (161,107)</u>	<u>\$ 62,906,276</u>	<u>\$ 73,008,100</u>
Balances as of October 1, 2020	1,818	9,942,602	320,329	(161,107)	62,906,276	73,008,100
Issued	-	-	-	-	-	-
Distributions	-	-	-	-	(41,213,188)	(41,213,188)
Foreign currency translation adjustment	-	-	-	(1,471)	-	(1,471)
Net income	-	-	-	-	44,879,156	44,879,156
Balances as of September 30, 2021	<u>1,818</u>	<u>\$ 9,942,602</u>	<u>\$ 320,329</u>	<u>\$ (162,578)</u>	<u>\$ 66,572,244</u>	<u>\$ 76,672,597</u>

See accompanying notes to consolidated financial statements.



22nd Century Technologies, Inc and Subsidiaries  
Consolidated Statements of Cash Flows  
For the Years Ended September 30, 2021 and 2020

	2021 (US\$)	2020 (US\$)
<b>Cash flows from operating activities:</b>		
Net income	44,877,685	40,470,173
Adjustments to reconcile net income to net cash provided by operating activity		
Depreciation and amortization	51,270	167,488
<b>Changes in operating assets and liabilities:</b>		
Accounts receivable	(19,248,677)	207,605
Prepaid expenses and other current assets	(429,980)	1,088,674
Other assets	(593,099)	(2,519,107)
Accounts payable	1,479,912	2,444,365
Accrued liabilities	(947,472)	5,104,674
<b>Net cash provided by operating activities</b>	<b>25,189,639</b>	<b>46,963,872</b>
<b>Cash flows from investing activities:</b>		
Purchase of property and equipment	(50,539)	(156,882)
<b>Net cash used in investing activities</b>	<b>(50,539)</b>	<b>(156,882)</b>
<b>Cash flows from financing activities:</b>		
Distributions paid	(41,213,188)	(28,641,000)
<b>Net cash used in financing activities</b>	<b>(41,213,188)</b>	<b>(28,641,000)</b>
Change in cash and cash equivalents	(16,074,088)	18,165,990
Cash and cash equivalents at beginning of year	40,592,580	22,426,590
<b>Cash and cash equivalents at end of year</b>	<b>24,518,492</b>	<b>40,592,580</b>
<b>Supplemental disclosure of non-cash investing and financing activities:</b>		
Issuance of common stock through distributions	-	4,941,602

See accompanying notes to consolidated financial statements.





## 22nd Century Technologies, Inc. and Subsidiaries Notes to Consolidated Financial Statements

### *Organization and Description of Business*

22<sup>nd</sup> Century Technologies Inc. and Subsidiaries (the “Company”), consists of the parent Company, 22<sup>nd</sup> Century Technologies, Inc., and its wholly owned subsidiaries, 22<sup>nd</sup> Century Software Solutions India Private Limited, 22<sup>nd</sup> Century Canada Technologies Inc, 22<sup>nd</sup> Century Holding LLC, 22<sup>nd</sup> Century Software Solutions LLC, 22<sup>nd</sup> Century Manpower Solutions Inc and 22<sup>nd</sup> Century Workforce Solutions Inc. The Company’s headquarters is located in McLean, Virginia.

The Company is one of the leading information technology (“IT”) service and solution firms in the United States with 12 regional offices and presence in all 50 states. The Company provides strategic technology, cyber security and application development solutions for government and commercial organizations across various industries.

### **1. Summary of Significant Accounting Policies**

#### *Basis of Accounting*

The consolidated financial statements of the Company have been prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America (“GAAP”). Under the accrual basis of accounting, revenues are recognized when earned and expenses are recognized when incurred.

#### *Principles of Consolidation*

The consolidated financial statements include the accounts of 22<sup>nd</sup> Century Technologies, Inc., and its wholly owned subsidiaries, 22<sup>nd</sup> Century Software Solutions India Private Limited, 22<sup>nd</sup> Century Canada Technologies Inc, 22<sup>nd</sup> Century Holding LLC, 22<sup>nd</sup> Century Software Solutions LLC, 22<sup>nd</sup> Century Manpower Solutions Inc and 22<sup>nd</sup> Century Workforce Solutions Inc. All significant inter-company accounts and transactions have been eliminated upon consolidation.

#### *Use of Estimates*

The preparation of consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the consolidated financial statements and the reported results of operations during the reporting period. Actual results may ultimately differ from management’s estimates and such differences could be material to the consolidated financial position and results of operations.

#### *Foreign Currency Translation*

Operations outside the United States include subsidiaries in India and Canada. Assets of foreign operations are less than 1% of the Company’s total assets.

The functional currency of the Company’s foreign operations is the local currency. The financial statements of the Company’s foreign subsidiary have been translated into U.S. dollars. All balance sheet accounts have been translated using the exchange rate in effect at the balance sheet date. Revenues and expenses have been translated using the average exchange rate for the year. Accumulated net translation adjustments have been reported separately in other comprehensive loss in the consolidated financial statements.

Foreign currency transaction gain (losses) resulting from exchange rate fluctuations on transactions denominated in a currency other than the functional currency were not material for the years ended September 30, 2021 and 2020.



**22nd Century Technologies, Inc. and Subsidiaries**  
**Notes to Consolidated Financial Statements (continued)**

***Cash and Cash Equivalents***

The Company considers all highly liquid investments with an original maturity date of three months or less at the time of purchase to be cash equivalents.

***Accounts Receivable and Allowance for Doubtful Accounts***

Accounts receivable are uncollateralized customer obligations due under specific customer agreements and contracts. Payment terms vary with each customer, but the majority of contracts provide for payment within 30 to 90 days of invoice date, and no cash discounts are offered.

The allowance for doubtful accounts is determined based on specific identification of balances, the collection of which, in management's opinion, is doubtful. After all attempts to collect a receivable have failed, the receivable is written off against the allowance. At September 30, 2021 and September 30, 2020, the Company's allowance for doubtful accounts was \$917,000 and \$516,762 respectively.

***Prepaid Expenses and Other Current Assets***

Prepaid expenses and other current assets primarily consist of amounts paid for good and services that will benefit future periods. These balances will fluctuate from year to year depending on the timing of the underlying expenses and payments as of year-end.

***Property and Equipment***

The Company records property and equipment at cost. Depreciation is primarily computed on the straight-method based on the following estimated useful lives:

Equipment	3-5 Years
Furniture and Fixture	7 Years
Software	3 Years
Vehicle	5 Years

Leasehold improvements are amortized over the life of the lease, or the estimated useful life of the asset, whichever is shorter.

Maintenance and repairs are charged to operating expenses as incurred, and major renewals and improvements with future benefit are capitalized. Gains or losses on disposal of property and equipment are recognized in the period when the assets are sold or disposed of and the related cost and accumulated depreciation is removed from the accounts.

***Other Assets***

Other assets include deposits for office space leased by the Company under various operating leases, investments in joint ventures accounted for using the equity method of accounting, and a deposit for taxes with the Internal Revenue Service. The Company's investments in and share of earnings from joint ventures accounted for using the equity method of accounting were not material for the years ended September 30, 2021 and 2020.

***Deferred Rent***

The Company accounts for rent expense under non-cancelable operating leases with scheduled rent increases on a straight-line basis over the lease term beginning with the effective lease commencement date. The excess of straight-line rent expense over scheduled payment amounts is recorded as a deferred





**22nd Century Technologies, Inc. and Subsidiaries**  
**Notes to Consolidated Financial Statements (continued)**

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rent obligation. The deferred rent balances were \$509,068 and \$547,601 at September 30, 2021 and 2020, respectively, and are included in accrued liabilities on the accompanying consolidated balance sheets.

***Fair Value of Financial Instruments***

The carrying amounts of the Company's financial instruments, which includes cash and cash equivalents, accounts receivable, prepaid expenses, accounts payable, and accrued liabilities, approximates fair values at September 30, 2021 and 2020 due to their short-term nature.

***Revenue Recognition***

The Company derives revenue primarily through three kind of contracts: (i) time and material, (ii) firm fixed price, and (iii) cost plus fixed fee. Revenue from services are recognized as and when the services are actually rendered and accepted by the customer. The terms and conditions surrounding each arrangement are governed by contracts executed with that customer under which the services are generally evenly delivered over the tenure of contract. Arrangements are typically made under contracts with renewals with services billed and recognized on a monthly basis when there is evidence of an arrangement, the fees are fixed or determinable and collection is probable.

***Cost of Revenues***

Costs of revenue includes personnel and other operating costs, including payments to subcontractors, directly relating to the delivery of the Company's services.

***Sales and marketing***

Sales and marketing are expensed as incurred. Sales and marketing was \$452,173 and \$643,085 for the years ended September 30, 2021 and 2020, respectively.

***Income Taxes***

22<sup>nd</sup> Century Technologies Inc. has elected to be taxed under subchapter S of the Internal Revenue Code. Under this provision, 22<sup>nd</sup> Century Technologies Inc. does not pay federal corporate income tax on its taxable income. Instead, the stockholders are liable for their share of 22<sup>nd</sup> Century Technologies Inc.'s taxable income. A similar election was made pursuant to New Jersey statute resulting in minimum tax at the corporate level. Accordingly, no provision has been made for U.S. federal or state income taxes.

22<sup>nd</sup> Century Technologies Inc. files income tax returns in the U.S. federal jurisdiction and various state jurisdictions. The statute of limitations for returns filed within these jurisdictions is generally three years after the return is due or filed, whichever is later. Management believes 22<sup>nd</sup> Century Technologies Inc. is no longer subject to U.S. federal and state income tax examinations by tax authorities for years prior to 2018.

Subsidiaries file separate corporate tax returns in the countries in which they do business. Income tax and deferred income tax provisions for the years ended September 30, 2021 and 2020 were insignificant. Therefore, such provisions are not included in the accompanying consolidated financial statements.

***Uncertain Tax Positions***

The Company evaluates all significant tax positions in accordance with Financial Accounting Standards Board ("FASB") Accounting Standard Codification ("ASC") 740-10, *Accounting for Uncertainty in Income Taxes*. The Company recognizes the financial statement effects of an uncertain income tax position when



**22nd Century Technologies, Inc. and Subsidiaries**  
**Notes to Consolidated Financial Statements (continued)**

it is more likely than not, based on the technical merits, that the position will not be sustained upon examination. The Company accrues for other tax contingencies when it is probable that a liability to a taxing authority has been incurred and the amount of the contingency can be reasonably estimated.

As of September 30, 2021, the Company does not believe that it has taken any positions that would require the recording of any additional tax liability, nor does it believe that there are any unrealized tax benefits that would either increase or decrease within the next year.

**Recent Accounting Pronouncements**

In February 2016, the FASB issued ASU No. 2016-02, *Leases*. Under the new guidance, lessees will be required to recognize a lease liability and a right-of-use asset for all leases (with the exception of short-term leases) at the commencement date. This ASU is effective for fiscal years and interim periods within those years beginning after December 15, 2021. The Company is assessing the potential effects on future consolidated financial statements. This will be effective on the Company for financial year starting October 1, 2022 onwards.

**2. Concentrations**

**Credit Risk**

The Company maintains cash balances at various financial institutions which are insured by the Federal Deposit Insurance Corporation up to \$250,000. As of September 30, 2021, and 2020, the Company's cash balance in excess of the federally insured limit was \$23,442,107 and \$39,888,034, respectively.

In evaluating the credit risk, the Company periodically evaluates the stability of these financial institutions. The Company's management does not believe cash is exposed to significant credit risk.

**Major Customers**

The Company had five major customers who together accounted for approximately 51% of revenues earned for the year ended September 30, 2021 and approximately 53% of receivables at September 30, 2021.

Revenues earned and receivables due from these customers were as follows:

	<u>2021</u> <u>Revenues</u>	<u>Percentage of</u> <u>Revenues</u>	<u>Receivables at</u> <u>Year-End</u>	<u>Percentage of</u> <u>Receivables</u>
Customer A	\$46,769,765	14%	\$12,829,980	16%
Customer B	42,537,872	12%	7,941,272	10%
Customer C	41,815,025	12%	14,855,860	19%
Customer D	24,136,119	7%	4,068,419	5%
Customer E	20,745,133	6%	2,400,540	3%
	<u>\$176,003,914</u>	<u>51%</u>	<u>\$42,096,071</u>	<u>53%</u>



**22nd Century Technologies, Inc. and Subsidiaries**  
**Notes to Consolidated Financial Statements (continued)**

The Company had five major customers who together accounted for approximately 49% of revenues earned for the year ended September 30, 2020 and approximately 56% of receivables at September 30, 2020.

Revenues earned and receivables due from these customers were as follows:

	<u>2020</u> <u>Revenues</u>	<u>Percentage of</u> <u>Revenues</u>	<u>Receivables at</u> <u>Year-End</u>	<u>Percentage of</u> <u>Receivables</u>
Customer A	\$46,412,634	15%	\$12,881,121	22%
Customer B	45,996,705	15%	9,003,403	15%
Customer C	26,048,655	9%	6,355,431	11%
Customer D	16,305,656	5%	1,522,158	3%
Customer E	14,027,586	5%	3,060,645	5%
	<u>\$148,791,236</u>	<u>49%</u>	<u>\$32,822,758</u>	<u>56%</u>

**3. Property and Equipment**

Property and equipment consisted of the following at September 30:

	<u>2021</u>	<u>2020</u>
Equipment	\$ 934,473	\$ 893,419
Furniture and Fixtures	491,687	490,563
Software	123,043	115,020
Vehicle	92,527	92,527
Capitalized work in progress	<u>34,401</u>	<u>34,063</u>
	<u>1,676,131</u>	<u>1,625,592</u>
Less: accumulated depreciation and amortization	<u>(1,520,015)</u>	<u>(1,468,745)</u>
	<u>\$ 156,116</u>	<u>\$ 156,847</u>

Depreciation and amortization expense for the years ended September 30, 2021 and 2020 were \$51,270 and \$167,487, respectively.

**4. Commitments and Contingencies**

***Operating Leases***

The Company leases office space under various operating lease agreements expiring between March 2022 and December 2025. Monthly rent payments for these leases range from \$500 to \$ 30,807 per month. Total rent expense for the years ended September 30, 2021 and September 30, 2020 was \$1,086,226 and \$964,756 respectively.





**22nd Century Technologies, Inc. and Subsidiaries**  
**Notes to Consolidated Financial Statements (continued)**

Future minimum rental commitments under the above leases are summarized as follows:

Years Ending September 30:

2022	\$ 1,233,439
2023	1,255,176
2024	1,280,189
2025	1,182,792
2026	1,046,542
Thereafter	163,594
	<u>\$ 6,161,732</u>

**Litigation**

The Company is involved in ordinary and routine litigation incidental to its business. In the opinion of management, there are no pending legal proceedings that could have a material adverse effect on the consolidated financial statements of the Company.

**Warranties and Indemnifications**

The Company warrants to its customers throughout the term of service agreements that the Company's services shall substantially comply with written specifications. Customer's remedy, in the event of breach, is the right to terminate the service agreement and re-perform the service obligation since the time of the non-compliance.

**5. Loan Facility**

The Company has a line of credit from a commercial bank amounting to \$10,000,000. Interest is payable at a rate equal to the BSBY Daily Floating Rate plus 1.10%. The line of credit is secured by Company's fixed deposit made with Bank of the same amount. The line of credit is available until May 31, 2022, or such earlier date as the availability may terminate as provided in this agreement. There was no outstanding balance at September 30, 2021 and 2020.

**6. Related Party Transactions**

**Joint Ventures**

The Company has a joint venture agreement with Advanced Alliant Solutions ("AAS") wherein the Company provides IT support services. There are multiple parties and no defined ownership interest percentages stated in the joint venture agreement. During the year ended September 30, 2021 and 2020, the Company recognized revenue of \$41,815,025 and \$45,996,705, respectively from AAS. At September 30, 2021 and 2020, the Company had a receivable balance from AAS of \$14,855,860 and \$9,003,403, respectively, which is included in accounts receivable on the accompanying consolidated balance sheets.

The Company has an interest in Candor Solutions ("Candor") previously known as 22<sup>nd</sup> Century Team, LLC, a corporate joint venture in which the Company provides IT support services. The investment is accounted for using the equity method and represents a 49% ownership interest in the joint venture. The balance of this investment at September 30, 2021 and 2020 was \$0. During the years ended September 30, 2021 and 2020, the Company recognized revenue of \$ 2,068,720 and \$ 5,192,845, respectively, from Candor. At September 30, 2021 and 2020, the Company had a receivable balance from Candor of \$843,248 and \$110,348, respectively, which are included in accounts receivable on the accompanying consolidated balance sheets.

**22nd Century Technologies, Inc. and Subsidiaries**  
**Notes to Consolidated Financial Statements (continued)**

The Company has interests in various corporate joint ventures ranging from 49% to 51%. These investments are accounted for using the equity method. At September 30, 2021 and 2020, the balances in these joint ventures totaled \$6,980 and are included in other assets on the accompanying consolidated balance sheets. During the year ended September 30, 2021 and 2020, the Company recognized revenue of \$2,983,872 and \$979,187, respectively, and had a receivable balance of \$1,357,164 and \$ 106,864 respectively from these related party entities.

**7. Employee Benefit Plan**

The Company has a defined contribution 401(k) plan (the "Plan") that covers Company employees who meet certain eligibility requirements. The plan provides for employer contributions based on employee contributions as well as additional discretionary contributions. The Company made matching contributions of \$796,481 and \$729,123 during the years ended September 30, 2021 and 2020, respectively.

**8. Subsequent Events**

Management has evaluated subsequent events through February 10, 2022, the date which the consolidated financial statements were available to be issued. No significant subsequent events have been identified by management.





Khanh N. Le  
Senior Vice President  
Sr. Relationship Manager

Global I Banking and Markets  
NJ7-550-04-02 – 194 Wood Ave South  
Iselin NJ, 08830  
T: 732.321.2042  
Khanh.n.le@BofA.com

February 15, 2022

Re: 22<sup>nd</sup> Century Technologies

To Whom It May Concern,

This letter is to confirm that Bank of America currently provides a \$10 million line of credit to 22<sup>nd</sup> Century Technologies, Inc (the Company). The line of credit was reduced from \$25 million to \$10 million in January of 2021 per the Company's request as Bank of America began initiating an unused fee on the undrawn balance of the line of credit. Based upon the Company's strong performance for FY21, we are highly confident we will be able to re-establish the line of credit back to the \$25 million amount if the Company requires it.

As of February 15, 2022, the line of credit remains undrawn and the company currently holds deposits of over \$56 million at Bank of America.

If you have additional questions, please contact me at 732-321-2042.

Sincerely,

Khanh Le  
Senior Vice President  
Sr. Relationship Manager  
Northeast Middle Market Region

22nd Century Technologies, Inc. (TSCTI) acknowledges that we have no pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of our organization, or state that no such condition is known to exist.



**c. Change of Ownership**

*If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded bidder(s) will require notification to the State.*

None



**d. Office Location**

*The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska should be identified.*

TSCTI will utilize its local address located at **5601 S 59th St., Lincoln, NE 68516**, supported by our headquarter located at **8251 Greensboro Drive, Suite 900, McLean, VA 22102**.

**e. Relationships with the State**

*The bidder should describe any dealings with the State over the previous five (5) years. If the organization, its predecessor, or any Party named in the bidder's proposal response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.*

TSCTI does not have any dealings with the State over the previous five (5) years. Neither TSCTI nor its predecessor, or any Party named in the TSCTI's proposal response has contracted with the State.

**f. Bidder's Employee Relations to State**

*If any Party named in the bidder's proposal response is or was an employee of the State within the past twelve (12) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.*

TSCTI acknowledges that no party is employed with the State within the past twelve (12) months.

*If any employee of any agency of the State of Nebraska is employed by the bidder or is a Subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.*

TSCTI acknowledges that no employee of any agency of the State of Nebraska is employed by TSCTI or by any of our Subcontractor, as of the due date for proposal submission.

**g. Contract Performance**

*If the bidder or any proposed Subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.*

*It is mandatory that the contractor submit full details of all termination for default experienced during the past five (5) years, including the other Party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.*

*If at any time during the past five (5) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.*

TSCTI acknowledges that no contract has been terminated for default during the past five (5) years.



**h. Summary of Bidder’s Corporate Experience**

*The bidder should provide a summary matrix listing the bidder’s previous projects similar to this solicitation in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.*

*The bidder should address the following:*

- 1. Provide narrative descriptions to highlight the similarities between the contractor’s experience and this solicitation. These descriptions should include:
 
  - a. The time period of the project;*
  - b. The scheduled and actual completion dates;*
  - c. The bidder’s responsibilities;*
  - d. For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and*
  - e. Each project description should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a contractor performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.**

<b>Customer Name</b>	<b>Cincinnati Metropolitan Housing Authority, OH</b>
<b>Name of a Contact Person</b>	Lisa Isham
<b>Current Telephone Number</b>	513-977-5830
<b>Facsimile Number</b>	N/A
<b>E-mail Address</b>	Lisa.Isham@cintimha.com
<b>Time period of the project</b>	5 Years
<b>Scheduled and actual completion dates</b>	Aug 2022 – Jul 2027

**Bidder’s responsibilities**

TSCTI is providing call center services for the Housing Choice Voucher Department and all sites and areas within that department. Our services are used to communicate messages to applicants, participants, landlords, community stakeholders, and the general public communication about the program, applicant, participant, owner or unit status, processes, procedures, program payments, events, program updates, and other relevant information in response to inquiries received. TSCTI has increased the number of Call Center Staff from 6 FTEs to 9 FTEs to reduce the current hold time from 60 mins to 7 mins and the average call handle time from 10 mins to 5 minutes to cater to 1,000 calls per day. Through its experienced and qualified staff we are successful to keep the after-call work time less than 2 mins and currently call referrals of CHMA are less than 1% of the incoming call. Under its current contract, TSCTI has helped CHMA with cost savings by integrating our telephone system powered by AWS Connect which was previously provided by Cincinnati Bell (Five9s). We have also integrated call-back and Chat options in our call center solution. TSCTI accepts and answers calls in the morning at 513-977-5800 during the hours of 8:00 a.m – 6:00 p.m instead of 8:00 a.m – 5:00 PM. TSCTI entered a “Memo” with the Yardi software system in addition for applicants, program participants and/or property owners. We documented and passed to CMHA’s staff the calls that require further research or cannot be handled in that time frame. TSCTI monitors and tracks the number of calls received, information requested, the number of calls answered and missed, call outcomes, caller hold times, calls referred to HCV staff for resolution and the length of each call. TSCTI is providing customized daily weekly, Monthly and Annual reports as per the request.

**Each project description should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a contractor performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.**

Overall all project is managed by TSCTI and no subcontractor is engaged to perform any work. The originally scheduled completion date is July 2027 and the budget of \$200,000. No change has been made to the actual completion date and budget.

<b>Customer Name</b>	<b>Virginia Department of Motor Vehicles</b>
<b>Name of a Contact Person</b>	Ms. Wazirah N. Wallace, PMP, VCO, VCA, Director of Contracts & Procurement
<b>Current Telephone Number</b>	804-367-0586
<b>Facsimile Number</b>	N/A
<b>E-mail Address</b>	wazirah.wallace@dmv.virginia.gov
<b>Time period of the project</b>	5 Years
<b>Scheduled and actual completion dates</b>	Jul 2021 – Jun 2026

**Bidder’s responsibilities:** TSCTI is providing various services to the Virginia Department of Motor Vehicles (VA-DMV) and under this, we have provided Call Center Support Services. We have established a Call Center System for the DMV in which 15 Call Center agents are supporting the customers with various DMV services, such as obtaining a driver’s license, scheduling DMV appointments, etc. Responsible for assuring users are



Additional Call Center Support Services

provided efficient and timely first and second-level support on a 7x24 basis. Ensure customers receive needed information on the initial contact while providing quality customer service and responses in compliance with State and Federal laws, rules, and regulations. Assist customers with online services, navigation support, and technical and application troubleshooting. TSCTI is responsible for scheduling and managing the inbound customer service center, optimizing productivity, ensuring agent schedules accurately cover call volumes, taking prompt action to minimize down time, identifying issues, monitoring agent stats (real-time) and acting to ensure collection goals are achieved. We have maximized Service access with the use of technology to address growing customer demands while minimizing costs. Previously, over 40 percent of customers calling the Customer Call Center are assisted through automated informational messages and/or automated transaction applications.

Each project description should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a contractor performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.

Overall all project is managed by TSCTI and no subcontractor is engaged to perform any work. The originally scheduled completion date is Jun 2026 and the budget of \$100,000. No change has been made in the actual completion date and budget.

<b>Customer Name</b>	<b>Vermont Department of Motor Vehicles</b>
<b>Name of a Contact Person</b>	Matthew Rousseau, Chief of Driver Improvement, Records & Information
<b>Current Telephone Number</b>	802-828-5766
<b>Facsimile Number</b>	802-828-2098
<b>E-mail Address</b>	Matthew.Rousseau@vermont.gov
<b>Time period of the project</b>	4 Years
<b>Scheduled and actual completion dates</b>	Sept, 2021 – Aug, 2025

**Bidder's responsibilities:** TSCTI has been awarded the contract to provide appointment scheduling services for all branch offices as call center support services to the Agency of Transportation, Department of Motor Vehicles (DMV). TSCTI has set up a call center that is used for the State for routing their calls to the TSCTI agents. We have established a call center solution for the DMV, where we have installed an AWS system and telephony infrastructure that provide live telephone coverage by our trained agents. We have designed and maintained information reports and logs while handling the average daily call volume of 700 calls. While offering the services, we are maintaining a weekly percentage of incoming calls answered during call center hours of 90%. Providing a project governance infrastructure including status reporting, operations reports, and other project artifacts needed to support activities. Conducting training activities to ensure agents are sufficiently prepared to support DMV appointment scheduling and respond to other Frequently Asked Questions(FAQ). TSCTI is evaluating agent productivity, average call length, and forecasted work volume in determining amendments to staffing levels through our system. TSCTI is providing after the commencement of operation, reporting sufficient for State to monitor contract compliance and call center staffing levels.

Each project description should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a contractor performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.

Overall all project is managed by TSCTI and no subcontractor was engaged to perform the work. The originally scheduled completion date is Aug 2025 and the budget of \$50,000. No change has been made in the actual completion date and budget.

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

TSCTI is not utilizing any subcontractor for this project.

3. If the work was performed as a Subcontractor, the narrative description should identify the same information as requested for the bidders above. In addition, Subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a Subcontractor.

No work will be performed as a Subcontractor.



**i. Summary of Bidder’s Proposed Personnel/Management Approach**

*The bidder should present a detailed description of its proposed approach to the management of the project.*

**Project Oversight/Management:** Sound project management forms the foundation for the success of any project. Call Center Support Services presents an even greater need for a tested project management approach to navigate the complexities inherent in overseeing over 5000 affordable housing units and administering rental assistance for almost 12,000 privately owned rentals. TSCTI is well-suited to overcome these challenges, as our approach to project management acknowledges and is centered on strategies to mitigate them. Our track record with many high-profile and politically sensitive projects confirms our ability to take over complex projects on time and operate them in full compliance and alignment with state policies, objectives, and expectations. Our effective approach to project management and oversight is evidenced by our long-term contracts, multiple successful rebids, and continuing new "wins." In this section, we describe the project management and oversight strategies we will use to successfully implement and operate the Call Center Support Services Contract.

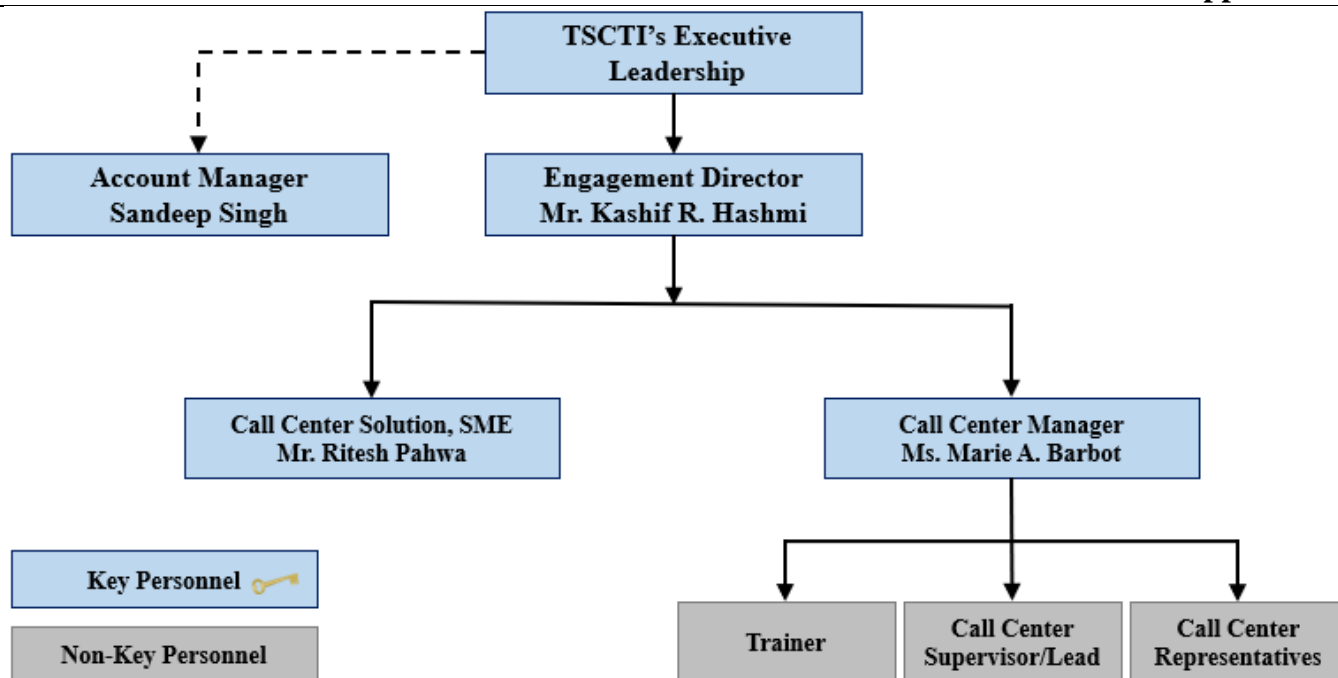
**Project Management Approach Overview:** TSCTI brings an approach to project oversight and management that emphasizes a full lifecycle management process and is supported by both corporate and project-level performance monitoring and continuous quality improvement. Our approach helps make certain all project operations, whether occurring at our Virginia facility or in applicants' homes across the state, are overseen and managed to promote prompt, sensitive, and accurate services. We provide an overview of our approach in the table below:

Project Management Features	Benefits to DHHS
Full lifecycle project management philosophy	Effective project oversight from implementation through the end of the contract term
Staffing model that emphasizes oversight of both centrally and remotely located personnel	All staff, regardless of location, adhere to the same standards of performance, thereby promoting consistent and accurate applicant services
Approach to project oversight that is founded upon both corporate and individualized project strategies	Project management is guided by experience-based best practices while also meeting individual project needs
Staffing approach in which many personnel support the DHHS project during both the Implementation and Operations phases	Seamless transition from implementation to ongoing project operations, facilitating consistent and informed DHHS client services
Conformance to industry-recognized standards of management and quality assurance, including ISO 9008:2015	Adherence to national best practices as a foundation for Call Center operations

*The bidder should identify the specific professionals who will work on the State’s project if their company is awarded the contract resulting from this solicitation. The names and titles of the team proposed for assignment to the State project should be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.*

To ensure the continued success of this contract, our **Call Center Manager (CCM), Ms. Marie A. Barbot**, brings over 18 years of experience in managing the overall operations of a more than 300-seat call center and Bilingual Team. TSCTI’s approach provides accountability and control through our defined chain of command that starts at the top with our Executive Leadership, and down through our CCM as the primary POC for the contract. Ms. Marie holds the authority to negotiate and sign contracts and modifications. The Program Management Office (PMO) is responsible for corporate oversight, reviews, staffing resources, and ongoing improvement of best practices. Our CCM will report directly to the Engagement Director, Mr. Kashif R. Hashmi, who will provide Executive Leadership to our Account Management team. Mr. Kashif will perform internal quality assurance checks and guide our management team to ensure service commitments. He will solicit feedback from the DHHS’s key stakeholders as part of our continuous improvement initiative. Our executive leadership can also be called upon to assist in challenge resolution at the highest level, as warranted. This hands-on approach to our Senior Management will ensure prompt resolution of all issues that might arise and demonstrates TSCTI's total commitment to the success of the contract. Our team of talented and enthusiastic experts guides DHHS through the entire process to ensure transparency and efficiency. The figure shows the organization chart specific to the DHHS and the requested details of our personnel.





*TSCTI's Organizational Structure and Members*

Key Project Team		
Key Personnel	Experience and Qualification	Responsibilities
<b>Mr. Kashif R. Hashmi, Engagement Manager</b>	<ul style="list-style-type: none"> <li>Master of Science, Management Information Systems Technology</li> <li>PMP; ITIL Foundation; and Certified in the Governance of Enterprise IT</li> <li>20+ years of proven experience in implementing &amp; handling Call Center Operations related to IT, Educational &amp; Healthcare sectors. Management &amp; development of supervisors &amp; all other operational management associated with day-to-day Call Center operations. Experience in the development &amp; implementation of all operational strategies ensures that performance, culture, &amp; overarching Call Center controls &amp; processes are aligned with client objectives. Expertise in achieving business strategy objectives, standardized processes &amp; oversight of Quality, Operational metrics, and Service Level goals in the Call Center.</li> </ul>	<ul style="list-style-type: none"> <li>Manage the project's compliance with all milestones, deliverables, schedules, standards, and costs</li> <li>Oversee the completion of implementation tasks through the start of the O&amp;M phase</li> <li>Provide leadership and day-to-day project management during the implementation phase, track all tasks, and ensure that dependencies are properly identified and managed in a way that draws focus to any barriers or issues that may hinder on-time completion</li> <li>Develop and execute required startup plans including Communication Plan, Detailed Work Plan, PMP, and Staffing Plan</li> <li>Work closely with the DHHS to develop, approve, and revise SOPs that reflect Call Center policies and business processes</li> </ul>
<b>Sandeep Singh, Account Manager</b>	<ul style="list-style-type: none"> <li>PMP Certified</li> <li>PGDIM, International Marketing</li> <li>Business Administration, Commerce</li> <li>15+ years of experience in managing similar projects of equal or greater scope to the City call center Contact. He has successfully led various contracts such as Commonwealth of Virginia, Dallas County TX, DART TX, City of Dallas, TX, DIR TX, County of Ventura CA, WSDOT, Department of Transportation, WA, OR, TX, MS, Chicago Transit Authority, IL, Community Transit, WA, WMATA and more. He has managed teams as large as 100 persons in size and up to 6 projects in parallel and has the experience and proven leadership skills in large BPAs and IDIQs programs in State &amp; Federal sectors.</li> </ul>	<ul style="list-style-type: none"> <li>Serve as a point of contact for the DHHS</li> <li>Ensure TSCTI follows all applicable requirements of the contract, the DHHS policies and procedures, and regulations as well as the terms and conditions of the RFP and proposal</li> <li>Establish and maintain effective working relationships with the client and key stakeholders</li> <li>Facilitate communication on project status to members to senior management</li> <li>Assist in the creation and implementation of innovative methodologies to continually streamline and improve project operations and outcomes</li> <li>Approve project schedules, work plans, and deliverables</li> </ul>
<b>Mr. Ritesh Pahwa, Call</b>	<ul style="list-style-type: none"> <li>Amazon Web Services Certified Solutions Architect</li> <li>PMP Certified, MCP, MCSE, CISSP</li> <li>B.S., Computer Science</li> </ul>	<ul style="list-style-type: none"> <li>Responsible for call center support quality management, SLAs, and program expectations.</li> </ul>



**Additional Call Center Support Services**

<p><b>Center Solution SME</b></p>	<ul style="list-style-type: none"> <li>• 20+ years of experience in designing and maintaining call center solutions. Responsible for call center support quality management, SLAs, and program expectations. Works with the PMO team to review, analyze, and audit Program processes, SLAs, and reporting. Works with the PMO team on process and program improvements and compliance.</li> </ul>	<ul style="list-style-type: none"> <li>• Works with the PMO team to review, analyze, and audit Program processes, SLAs, and reporting.</li> <li>• Works with the PMO team on process and program improvements and compliance.</li> <li>• Has direct access to senior leadership and can negotiate terms and conditions for changes/additions in program scope.</li> </ul>
<p><b>Ms. Marie A. Barbot, Call Center Manager/Trainer</b></p>	<ul style="list-style-type: none"> <li>• Bachelor of Science, Computer Information Science</li> <li>• ITIL v3; PMP Certified; Professional Scrum Master; Professional Scrum Product Owner; CompTIA Security+; Network+; A+ Certification; CCNA</li> <li>• Experience in a high-volume inbound customer service call center environment. Over 18+ years of expertise in the field of Call center management, Customer Support Services, and Communications Operations. Experience in providing guidance, oversight, &amp; support to the evolution of quality programs &amp; deliverables throughout the customer experience lifecycle. Expert is immersed in and managing teams with extremely high call volumes &amp; well-versed in omnichannel contact methods. Proficient in planning, directing, managing, &amp; evaluating team performance to ensure high-level service experience for clients. On-site floor supervision, ongoing training, &amp; debriefing on projects, daily monitoring, &amp; quality performance of the Customer Service Representatives. Overseeing and assessing customer service staff activities &amp; providing them with regular performance-related feedback. Strategizing &amp; monitoring the daily activities of customer service operations. Training staff in areas of customer service &amp; company policies. Assisting with the development and implementation of service policies and explaining these to staff &amp; customers. Maintaining documentation of customer service department activities.</li> </ul>	<ul style="list-style-type: none"> <li>• Oversee all customer service functions and staff daily</li> <li>• Provide direct supervision to the Call Center Staff</li> <li>• Proactively analyze the DHHS's programs on an ongoing basis to determine current and future requirements</li> <li>• Provide input for business process development and test service delivery models</li> <li>• Develop Call Center Staff goals and objectives, and monitor the achievement of these goals</li> <li>• Work with QM/Training Manager to develop and implement quality control, quality assurance, and corrective action plans</li> <li>• Ensure that excellent customer service is provided to consumers</li> <li>• Submit reports and perform other duties as assigned by the Engagement Manager</li> <li>• Assume management responsibility for the project in the absence of the Engagement Manager</li> </ul>

Non-Key Personnel		
Staff Category	Experience and Qualification	Responsibilities
<p><b>Call Center Supervisor</b></p>	<ul style="list-style-type: none"> <li>• Associate's or Bachelor's degree</li> <li>• Minimum of 3 years of supervisory experience in a health or social services field, or related customer service functions</li> <li>• Fluency in spoken languages (English/Spanish)</li> <li>• Experience working with culturally and linguistically diverse populations in a courteous and effective manner</li> </ul>	<ul style="list-style-type: none"> <li>• On-site floor supervision, ongoing training, and debriefing on projects, daily monitoring, and quality performance of the Customer Service Representatives.</li> <li>• Supervise call center operations and related activity for all communication channels</li> <li>• Monitor the performance of Call Center Staff and provide feedback and education to staff to improve performance</li> <li>• Assist with the development and implementation of procedures pertinent to the effective and efficient operation of the Call Center, and assist with establishing performance goals and measurements</li> <li>• Assist Call Center Staff in responding to customer inquiries.</li> </ul>
<p><b>Call Center Representative</b></p>	<ul style="list-style-type: none"> <li>• High school diploma, GED, or equivalent certification</li> <li>• 2 years of health or human services experience or experience dealing with the public</li> <li>• Fluency in spoken languages (English/Spanish)</li> </ul>	<ul style="list-style-type: none"> <li>• Answering incoming calls, obtaining and giving information regarding the DHHS, and providing quality customer</li> <li>• Work on multiple programs/applications simultaneously such as web-based applications, outbound activity, data entry, and/or assigned special projects.</li> </ul>

*The bidder should provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the solicitation in addition to assessing the experience of specific individuals.*

*Resumes should not be longer than three (3) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and*



telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

**Kashif R. Hashmi/Engagement Manager**

**Brief Profile**

Mr. Kashif has over 20 years of experience managing call center operations, leading a team of 50+ agents working onsite/offsite. Experienced in outsourced and in-house operations, and complex system implementations. Results-oriented, strategic adept at identifying and solving problems, building, and focusing teams, and implementing change. Strong experience in implementing Call Center Solutions for various Federal and State clients such as the United States Patent and Trademark Office, Defense Language Institute Foreign Language Center, State of New Jersey, and more. Proven experience in implementing and handling Call Center Operations related to Information Technology, and the Educational and Healthcare sectors. Management and development of supervisors and all other operational management associated with day-to-day Call Center operations. Hands-on experience in the development and implementation of all operational strategies ensures that performance, culture, and overarching Call Center controls and processes are aligned with client objectives. Effectively communicates technological ideas with engineers, customers, and all levels of executive management. Proven track record of completing numerous complex customer support/call center projects on time and within budget. Proven ability to work with key stakeholders in the management and implementation of current and emerging technologies as well as their applications. Expertise in achieving business strategy objectives, standardized processes, and oversight of Quality, Operational metrics, and Service Level goals in the Call Center, Claims, Enrollment & Billing. Strong understanding of the Health Insurance Portability Accountability Act of 1996 (HIPAA) as it pertains to disclosures of protected health information (PHI).

**Education**

- Master of Science, Management Information Systems Technology
- PMP; ITIL Foundation; and Certified in the Governance of Enterprise IT

**Relevant Professional Experience**

**Engagement Manager, 22nd Century Technologies, Inc (May 2015 – Present)**

**Responsibilities:**

- Successfully Leading & completing numerous ITES/Call Center Support Programs with various government agencies including the United States Patent and Trademark Office (USPTO), the State of New Jersey, the University of Central Florida and many more.
- Designed and implemented a one-on-one support solution for the USPTO for online electronic filing information, instructional material, and support to assist users. Implemented ServiceNow software solution, Knowledge Base for case/call management and Automatic Call Distribution (ACD) system for the DLIFLC for outbound IT help desk Call Center services. Implemented IVR, Data dip and API to improve self-service by 30%.
- Providing guidance, oversight and support to the evolution of quality programs and deliverables throughout the customer experience lifecycle
- Develop and Manage DLIFLC operations with over 30 cross-functional teams and provide Tier 1, 2, and 3 level support and over 3000 services request a month.
- Responsible for designing quick and customized Call Center solutions for clients like the Virginia Department of Health and Minnesota Department of Health to establish an immediate Call Center for Contact tracing. Implemented Dimagi's CommCare platform to quickly build and deploy custom mobile applications for every phase of an effective COVID-19 response.
- Develops and maintains the End-to-End Call Center solutions for the University of Central Florida and Pima County, AZ by utilizing Enterprise Resource Planning (SunGard Banner), Luminous portal, Desire 2 Learn LMS, Google email, Salesforce and ServiceNow.
- Performed major upgrades to existing LAN, WAN & Data Center Network Infrastructure by configuring all key network & Data Center devices and implementing enterprise monitoring tools such as Solarwinds and Splunk. Implemented Enterprise Telephony and conferencing solution.
- Directs trend analysis to identify opportunities to reduce cost and drive customer experience improvements. Responsible for the end-to-end operational management of the call center including people and performance measurement, with an eye toward continuous improvement.
- Responsible for hiring and staffing high-quality resources that support the delivery of efficient customer service accounting for subscriber growth, workforce capacity and schedule adherence requirements.
- Working closely with IT and other back-office organizations to resolve provisioning system defects as well as continuously looking at provisioning system fallout for task reduction opportunities.
- Maintaining and improving call center operations by monitoring system performance; identifying and resolving problems; preparing and completing action plans; completing system audits and analyses; managing system and process improvement and quality assurance programs; installing upgrades.
- Lead the development of a training plan and training modules, collaborating with the client Stakeholders and other subject matter experts. Oversee all training activities during the implementation period, surge periods and ongoing operations.
- Serve as the business owner for Call Center technologies. Partner with IT to implement technology infrastructure, including the hardware, software, and telephony required. Developing and aligning workforce strategies to address key business plans and facilitate organizational change initiatives. Collaborating with executive management to build the call center operations strategy and infrastructure in a rapid-growth environment.
- Responsible for the attainment of Service Level Agreement metrics and for communicating Call Center performance internally and directly to customers when required. Developing and adhering to all data security guidelines established within the Company's Privacy & Security Training Program.
- Act as a primary point of contact between the client and TSCTI.

**Prior Experience**



Client Name	Position	Duration
DSI/Cisco, University of Maryland, State of Maryland	Program Manager	Jun 2009 – Apr 2014
AAC/SERCO, Federal Communications Commission	Program Manager	Jan 2008 – May 2009
United Bank	Program Manager	Aug 2005 – Dec 2007
Allied Bank	Program Manager	Jan 2005 – Jul 2005
Base Technologies, Inc.	Project Manager	Jan 1998 – Dec 2004

**References**

Client Name	Point of Contact	Phone/Email
22nd Century Technologies, Inc.	Jagan Pakkirisankar, Program Manager	704.808.0503 /jagannath.pakkirisankar@gmail.com
22nd Century Technologies, Inc.	Pavan Krishna Tuniki, Solution Architect	775-233-4422/pavan.tuniki@tscti.com
USDA	Vinod Kamath, Program Manager	kamath.vinod@usda.gov

**Sandeep Singh, Account Manager**

**Brief Profile**

An innovative and resourceful Account Director/Manager with a strong experience of 15+ years of experience in managing similar projects of equal or greater scope to the City call center Contact. He has successfully led various contracts such as Commonwealth of Virginia, Dallas County TX, DART TX, City of Dallas, TX, DIR TX, County of Ventura CA, WSDOT, Department of Transportation, WA, OR, TX, MS, Chicago Transit Authority, IL, Community Transit, WA, WMATA and more. He has managed teams as large as 50 persons in size and up to 6 projects in parallel and has the experience and proven leadership skills in large BPAs and IDIQs programs in State & Federal sectors. He possesses a deep knowledge of government agencies and has years of experience in handling call center staffing clients in the past. He holds strong experience in managing multi-year government contracts, from the transition to the development and implementation of contract-specific recruitment processes to ensure the creative sourcing of qualified candidates and placements. He possesses excellent working experience with a complete recruitment lifecycle starting from the quality hiring process including coordinating interviews with the client, and selection until the successful accomplishment of a project milestone. He holds expertise in direct liaison with clients and subcontractors to ensure the fulfillment of contract requirements.

**Core Competencies**

- Experience in handling practically all aspects of call center staffing & management services related to business with expertise in handling contracts.
- Managed teams as large as 50 persons in size and up to 6 projects in parallel.
- Skilled in managing call center staffing contracts for all kinds of positions required by the client.
- Single point of contact for management-related communication and managing client engagements.
- Skilled in ensuring SLAs are met and taking corrective actions for issues identified.
- Experience working as a Quality Manager and attending performance reviews and status meetings.
- Single point of contact for all management-related communication.
- Act as Quality Manager and attend performance reviews and status meetings.
- Understand the requirements of the qualified accounts/opportunities/clients, Firm up a unique value proposition addressing the opportunity, present the same to the decision-makers in the account, and negotiate and firm up the contract. Doing marketing research on prospects.
- Planning and subsequent coordination with VP sales for the development and implementation of quarterly and annual business plans relevant to consultancy services provided by the company.

**Education**

- PGDIM, International Marketing, Clerendon Business College, 2001
- PMP Certified

**Experience**

**22nd Century Technologies, Inc. Feb 2012 – Present**  
**Account Manager**

During his time in TSCTI, he has been involved in various State and County contracts. The portfolio includes call center clients such as the *Agency of Transportation, the Department of Motor Vehicles, VT, the State of New Jersey, University of Central Florida*. As an Account Director, he is accountable for the overall operation of his clients, including setting call center strategy and supporting his management team in business development, service delivery, employee retention, recruiting, and expense management. He has good experience in handling County clients primarily in the State of MI including but not limited to *Oakland County- MI, and Dade County- MI*. Some of his engagements similar to those requested in the solicitation are as follows:

**Consumer Product Safety Commission (CPSC)/FreeAlliance.com, LLC**

**Responsibilities:**

- Act as liaison between management and the field service and sales team and oversee the deployment of initiatives.
- With a strong focus on continuous improvement and client satisfaction, act as a point of escalation for the resolution of CPSC issues.



- Organize appropriate training for staff members & hold weekly and monthly staff meetings.
- Use the latest service management tools, techniques, and trends.
- Perform Contract Reviews on an annual basis. Improve TSCTI's overall customer satisfaction score.

**University of Central Florida**

**Responsibilities:**

- Act as the central point of communication within the Account Management team.
- Improve services so that TSCTI meets University's expectations.
- Implement effective performance management processes.
- First-line incident management.
- Operations Manager of the Communications Department, which include Emergency Communications,
- Overhead Paging Operations, Informational/Utilization Analytics, and Call Quality and Review.
- Created user stories to better optimize search-related parameters; Supervised the staff of 40 members.
- Created training programs currently in use at other major health organizations. Trained as a Call Center Head Manager.
- Reduced employee turnover rate from 86% in FY 2017 to 42% in FY 2018.
- Using KPI metrics, identified areas of improvement and improved overall agent productivity time vs. total "paid" time.
- Created efficiency procedures for agents that are now adopted for use by other healthcare organizations.
- Improved processes for other core functions that rely on the Communications Center.

**Prior Experience**

Client Name	Position	Duration
HCL	Program Manager	03/2010 – 01/2012
Telefocus Communications	Field Manager	08/2004 – 02/2010

**References**

Client Name	Point of Contact	Phone/Email
22nd Century Technologies, Inc.	Jagan Pakkirisankar, Program Manager	704.808.0503 /jagannath.pakkirisankar@gmail.com
22nd Century Technologies, Inc.	Pavan Krishna Tuniki, Solution Architect	775-233-4422/pavan.tuniki@tscti.com
USDA	Vinod Kamath, Program Manager	kamath.vinod@usda.gov

**Mr. Ritesh Pahwa, Call Center Solution SME**

**Brief Profile**

20+ years of experience in designing and maintaining call center solutions. Responsible for call center support quality management, SLAs, and program expectations. Works with the PMO team to review, analyze, and audit Program processes, SLAs, and reporting. Works with the PMO team on process and program improvements and compliance. Experience in providing services to various government clients such as the Consumer Product Safety Commission (CPSC), MD, Cincinnati Metropolitan Housing Authority, OH, Virginia Department of Motor Vehicles and more. Strong experience in implementing VoIP Call Center solutions. Provides direct and ongoing leadership for an organization of multiple subordinate managers and individual contributors designing and developing engineering solutions and managing projects to test and evaluate systems, equipment, and devices. Experience in managing headcount, deliverables, schedules, and costs for multiple ongoing projects and programs, ensuring that resources are appropriately allocated and that goals, objectives, timelines, and budgets are met in accordance with program and organizational roadmaps. Hands-on experience in engagement with program managers, marketing, supply chain, technical leaders and executives to communicate program status, escalate issues and guide and influence strategic decision-making

**Education**

- Amazon Web Services Certified Solutions Architect
- PMP Certified, MCP, MCSE, CISSP
- B.S., Computer Science

**Relevant Professional Experience**

**Call Center Solution SME, 22nd Century Technologies, Inc. (Sept 2020 – Present)**

**Responsibilities:**

- Collecting customer feedback and making process changes to exceed customer satisfaction goals.
- Making reasonable procedure exceptions to accommodate unusual customer requests.
- Providing accurate and appropriate information in response to customer inquiries.
- Addressing customer service inquiries in a timely and accurate fashion.
- Building customer loyalty by placing follow-up calls for customers who reported product issues.
- Helping support new and existing call centers by programing, testing, and troubleshooting issues.
- Provides advanced troubleshooting and issues resolution; correcting issues for improved sustained performance
- Directs and executes system testing, including, but not limited to, new development, new functionality, outages, system restarts





- Implementation of a VoIP Call Center solution
- Ensure policies, procedures, and practices are communicated, monitored, and enforced uniformly amongst all supervisors and their teams
- Performing simulated testing of multiple contact center variables, using mathematical simulation analysis to prepare better operational plans that optimize resource efficiency, identify optimal channel mix and staffing structures, minimize missed service levels and reduce the overall cost per contact

**Prior Experience**

Client Name	Position	Duration
Strongbridge LLC	Technical Director	May 2016 - Oct 2018
22nd Century Technologies Inc.	Director IT Services	Feb 2013 - Jul 2015
Dealitem	Web Development Director	Jul 2009 - Jan 2013
22nd Century Technologies Inc.	Software Engineer/Consultant	Mar 2000 - Sep 2002
C-Shell Inc.	Software Engineer/Consultant	Jul 1998 - Mar 2000
Trident Infotech Corp. Ltd.	Systems Executive	Sep 1995 - Jul 1998
Regional Computer Centre Chandigarh	Jr. Programmer	1993 - 1994

**References**

Client Name	Point of Contact	Phone/Email
22nd Century Technologies, Inc.	Jagan Pakkirisankar, Program Manager	704.808.0503 /jagannath.pakkirisankar@gmail.com
22nd Century Technologies, Inc.	Sidhant Jain, Solution Architect	Sidhant.jain@tscti.com
22nd Century Technologies, Inc.	Pradeep Singh, Proposal Manager	571-789-9609 /pradeeps@tscti.com

**Ms. Marie A. Barbot, Call Center Manager/Trainer**

**Brief Profile**

She has over 18+ years of expertise in the field of Call center management, Customer Support Services, & Communications Operations. She has experience in providing guidance, oversight, & support to the evolution of quality programs & deliverables throughout the customer experience lifecycle. Expert is immersed in and managing teams with extremely high call volumes & well-versed in omnichannel contact methods. Proficient in planning, directing, managing, & evaluating team performance to ensure high-level service experience for clients. On-site floor supervision, ongoing training, and debriefing on projects, daily monitoring, and quality performance of the Customer Service Representatives. Overseeing and assessing customer service staff activities and providing them with regular performance-related feedback. Strategizing and monitoring the daily activities of customer service operations. Training staff in areas of customer service and company policies. Assisting with the development and implementation of service policies & explaining these to staff and customers. Maintaining documentation about customer service department activities.

**Education**

- Bachelor of Science, Computer Information Science, University of Maryland University College
- ITIL v3; PMP Certified; Professional Scrum Master; Professional Scrum Product Owner; CompTIA Security+; Network+; A+ Certification; CCNA

**Relevant Professional Experience**

**Call Center Manager, 22nd Century Technologies, Inc (Nov 2017 – Present)**

**Responsibilities:**

- Managed call center for the Cincinnati Metropolitan Housing Authority, OH, Consumer Product Safety Commission (CPSC), MD, Wilmington Housing Authority (WHA), DE, and Virginia Department of Motor Vehicles (VDMV), VA for TSCTI.
- Leading and managing overall operations of more than 100-seat call center and Bilingual (English and Spanish) Team.
- Managing 24x7 operations and leading a large call center team of 50 to 100 who handle inbound and outbound phone calls, webchat, and email inquiries.
- Responsible for hiring and staffing high-quality resources that support the delivery of efficient customer service accounting for subscriber growth, workforce capacity, and schedule adherence requirements.
- Maintaining and improving call center operations by monitoring system performance; identifying and resolving problems; preparing and completing action plans; completing system audits and analyses; managing system and process improvement and quality assurance programs; installing upgrades.
- Supervise, monitor, and evaluates customer service performance. Identifies operational issues and process improvements, and implements strategies to improve performance
- Supervises the day-to-day activities in accordance to ensure quality and/or quantity goals are met.
- Lead the development of a training plan and training modules, collaborating with the client Stakeholders and other subject matter experts. Oversee all training activities during the implementation period, surge periods, and ongoing operations.
- Responsible for management and motivation of 30 direct reports in the customer service call center including auditing, coaching and feedback, disciplinary issue resolution, phone statistics reporting, quarterly performance evaluations, and staffing decisions using simple averaging to forecast call volume.
- Monitoring calls for quality and providing coaching on the company's guidelines/policies.





**Additional Call Center Support Services**

- Responsible for the attainment of Service Level Agreement metrics and for communicating Call Center performance internally and directly to customers when required. Developing and adhering to all data security guidelines established within the Company's Privacy & Security Training Program.

**Prior Experience**

Client Name	Position	Duration
Evolver Inc., US Patent /Trademarks Office	Call Center Manager	08/2008 – 01/2012
TRAWICK ASSOCIATES, USPTO	Call Center Lead	03/2006 – 08/2008
EDS, Department of Education	Call Center Supervisor	07/2005 – 02/2006
Library of Congress	Call Center Supervisor	06/2003 – 06/2005
ITS Services INC., Department of Veterans Affairs	Call Center Supervisor	01/2003 – 06/2003
SOZA Inc., Library of Congress	Call Center Representative	11/2002 – 01/2003
GMSI, Library of Congress	Call Center Representative	12/2001 – 11/2002
GMSI, Library of Congress	Call Center Representative	09/2001 – 12/2001

**References**

Client Name	Point of Contact	Phone/Email
22nd Century Technologies, Inc.	Jagan Pakkirisankar, Program Manager	704.808.0503 /jagannath.pakkirisankar@gmail.com
22nd Century Technologies, Inc.	Sidhant Jain, Solution Architect	Sidhant.jain@tscti.com
22nd Century Technologies, Inc.	Pradeep Singh, Proposal Manager	571-789-9609 /pradeeps@tscti.com



**j. Subcontractors**

*If the bidder intends to Subcontract any part of its performance hereunder, the bidder should provide:*

- 1. name, address, and telephone number of the Subcontractor(s);*
- 2. specific tasks for each Subcontractor(s);*
- 3. percentage of performance hours intended for each Subcontract; and*
- 4. total percentage of Subcontractor(s) performance hours.*

None



## **2. Completed Solution Approach; and**

*The solution approach section of the Proposal should consist of the following subsections:*

### **1. Understanding of the project requirements;**

TSCTI understands that the awarded contractor will receive inbound calls from individuals who are seeking ACCESSNebraska services and provide updates on the status of service requests processing and assistance in the completion of change requests and application(s). TSCTI understands that we have to provide outreach services for individuals seeking ACCESSNebraska services; provide outbound calling and back-office processing services to assist in the completion of the application(s). Outreach includes but is not limited to scheduling appointments for interviews and processing returned mail, supporting some aspects of ACCESSNebraska in Back-office processing. Work such as data entry, data lookup, document indexing, or document scanning. We understand that the assignment of work will be done through the ACCESSNebraska web-based system, lists, or other electronic means. Being a Call Center Services provider, we hold extensive experience in providing similar services to various government agencies across the U.S. TSCTI offers complete call center services from our local offices located in the United States.

### **2. Proposed development approach;**

TSCTI will utilize its proven approach to handle calls within the required performance standards. We build our telephony environment using multichannel Automatic Call Distributor (ACD) technology that includes a suite of call routing and resource selection capabilities. This design helps Call Center Agents to handle calls effectively and boosts overall productivity. For example, information passed by the IVR to the ACD supports “screen pops” of captured caller information. Instead of spending time asking for the same information again, the Call Center Agent focuses on understanding the caller’s needs and providing the right information.

The CallConnect acts as a single point of control and intelligence for defined contact types. The open standards-based architecture simplifies design, deployment, and maintenance, so CallConnect can be easily integrated with data, applications, and switching systems. The ACD works with CallConnect to route calls and other interactions to Call Center Agents based on defined routing and distribution rules. This serves as the base of the DHHS infrastructure. A centralized multi-channel processing tool, the ACD/CallConnect facilitates inbound/outbound call blending in addition to administration and reporting for the DHHS. The ACD assigns incoming calls to available staff efficiently and equitably, with consideration to specialized tasks, language proficiency, or other skills using “queues”. We also incorporate an interface between the ACD and our data analytic environment to integrate ACD data into reporting and analysis at least daily.

TSCTI solution provides for triage capabilities to redirect callers to other agencies as appropriate without callers having to hang up and call another number. Pre-defined telephony thresholds (such as wait times) determine if a caller would benefit from being offered the option of a callback, as discussed earlier, when DHHS wait times are lower or when Call Center Agents are available.

TSCTI will employ ITIL 4-based Service Level Management (SLM) process to efficiently manage the SLAs and the required response and resolution time. We will develop and maintain Service Level Monitoring Chart (SLMC) to monitor the achievements at every stage with the agreed set of service level targets. To meet the required performance standards, we use our ISO 9001:2015 certified Quality Management System (QMS) and management team that analyzes and evaluate call center performance against the Key Performance Indicators (KPIs)/metrics, quality metric measurements, technical inspection systems, quality audits, trend analysis, and direct stakeholder feedback all aligned to the DHHS’s call center performance requirements. This methodology is executed through our Quality Control Plan (QCP), which documents how we meet, comply with, and continually monitor and improve quality standards. This describes the specific processes, practices, and tools that we will utilize to inspect the quality of its activities and deliverables, and correct issues and deficiencies. Performance Management is conducted by our Quality Assurance Manager (QAM) and quality contributors to ensure all defined Performance Standards are met or not.

- **Inspection Systems:** Routine inspections are conducted by management, supervisor, trainer, and by our corporate QAMs. QAMs allow for an independent view of quality for verifiable results which are reported directly to the DHHS’s leadership. Upon award, TSCTI management establishes inspection systems to cover the call center tasks ensuring that



services meet or exceed specified acceptable levels of quality. We typically recommend standard inspection methods as mentioned below.

Inspection System	Description
100% Inspection	Surveillance based on 100% inspection is the most appropriate method for infrequent tasks or activities with stringent performance requirements. Based on resource constraints and cost impact in cases where outputs and/or deliverables define integral aspects of critical program elements.
Random Sampling	The random sampling surveillance method for recurring tasks works where we can evaluate appropriate levels of performance based on the number of instances of the service being performed, and a statistically valid sample can be obtained. Increased sampling occurs if consistent patterns are identified during trend analysis.
Periodic Inspections /Spot Checks	This method, sometimes called "planned sampling," consists of the evaluation of tasks selected on other than a 100% or random basis. Periodic Inspection enables the client to evaluate our products and services at intervals consistent with the performance of the work, deliverable due dates, major milestones, and critical paths. Our quality team validates the results of the evaluation and reinforces measures of performance.
Walkthroughs/ Evaluations	Walkthroughs are beneficial for evaluating plans, documentation, and other deliverables and serve to orient staff members to new technology products and services. Evaluations examine the activities used to develop/deliver products and services, ultimately determining if the activity is fulfilling requirements.

- **Quality Audits:** Our QAMs provide independent audits upon the DHHS’s approval. The characteristics of our audits consist of independent reviews/inspections conducted quarterly or more often. The QA provides embedded QC activities, such as process audits, product quality events, post-milestone reviews, and corrective action suggestions with due dates. QAMs also help develop, implement, communicate, and maintain the QAP, to ensure our QMS is compliant with quality system requirements. Our QAs help the management direct the activities of personnel to measure key quality characteristics of processes, from inception to completion.
- **Trend Analysis:** Our team uses quality trend analysis as a basis for evaluating both performance and conformance to schedules. We evaluate our performance daily by recommending appropriate actions to mitigate any negative findings and to continuously drive process improvements. Our management team, task leads, and QAMs drive the process by reviewing daily performance, key deliverables, weekly internal indicators, metrics, and routine quality audits identifying trends of risk and areas of improvement. Our team creates Process Improvement Requests (PIRs) to correct any negative trends and assign them to staff best suited to reduce the risk or mitigate it themselves. Findings/PIRs are reported per occurrence and rolled up into regular monthly reports.
- **Quality Reporting:** Routine quality reporting is conducted and based on performance metrics, EVM, trend analysis, KPIs, incident reports, quality audits, random sampling, and stakeholder feedback. Quality reporting occurs as required and is provided routinely as part of our monthly reporting. Features include best practice reports for quality matters such as Non-conformance and Gap Analysis.
- **Customer/End User Feedback:** In addition to regular feedback from our management toolset, Team TSCTI conducts formal customer surveys to obtain all feedback on the relative successes and points of emphasis for improvement concerning our call center services. Upon the DHHS’s approval, management will establish and schedule customer satisfaction surveys. Any negative findings will be documented and routinely reported. Our management will act on customer feedback by implementing Government approved corrective actions in accordance with the best practices of the integrated management framework.

3. Technical considerations;

TSCTI successfully employs the TSCTI CallConnect solution in multiple existing small-scale and large-scale call centers. To optimize the handling of incoming calls, during and after business hours, our solution includes an IVR from AWS. The IVR platform architecture supports business continuity and system redundancy.

To provide scalability, availability, and continuity, the IVR platform is cloud-based and continuously monitored for performance consistency. The IVR solution takes advantage of four high-performance, secure, US-based data centers that are geographically dispersed. This approach allows scaling the IVR quickly in times of high traffic volume, in addition to helping to ensure business continuity and disaster recovery, if needed.

Using the enhanced CallConnect, the TSCTI solution accepts incoming calls from members and other stakeholders, routing calls to an appropriate Call Center Staff or selection prompt placed at the beginning of the call tree. CallConnect is extremely flexible and supports easy queue manipulation. For example, the CallConnect allows assignment of agents according to the



volume within a specific queue. In times of high call volume, the TSCTI supervisor adjusts the assigned level of a particular agent so he or she receives more calls from within a specific queue. The supervisor also adds agents to a specific queue to handle the increased call volume. In call volume hierarchy, the solution routes call to the agents designated as “highest” within that hierarchy first. Each Call Center Staff is assigned to multiple split/skill sets, or call types, in descending order. Assignment by split/skill set allows the most experienced agents to answer the most difficult call types.

Additional support from the Workforce Management tool provides supervisors insight into the peaks and valleys of the project so we proactively allocate sufficient resources as required for call responsiveness for misdirected calls and prevent any member from receiving a busy signal.

#### **Automated Call Distribution**

TSCTI builds our telephony environment using multichannel Automatic Call Distributor (ACD) technology that includes a suite of call routing and resource selection capabilities. This design helps Call Center Staffs handle calls effectively and boosts overall productivity. For example, information passed by the IVR to the ACD supports “screen pops” of captured caller information. Instead of spending time asking for the same information again, the Call Center Staff focuses on understanding the caller’s needs and providing the right information.

The CallConnect acts as a single point of control and intelligence for defined contact types. The open standards-based architecture simplifies design, deployment, and maintenance, so CallConnect can be easily integrated with data, applications, and switching systems. The ACD works with CallConnect to route calls and other interactions to Call Center Staff based on defined routing and distribution rules. This serves as the base of the DHHS infrastructure. A centralized multi-channel processing tool, the ACD/CallConnect facilitates inbound/outbound call blending in addition to administration and reporting for the DHHS. The ACD assigns incoming calls to available staff efficiently and equitably, with consideration to specialized tasks, language proficiency, or other skills using “queues.” We also incorporate an interface between the ACD and our data analytic environment to integrate ACD data into reporting and analysis at least daily.

TSCTI solution provides for triage capabilities to redirect callers to other agencies as appropriate without callers having to hang up and call another number. Pre-defined telephony thresholds (such as wait times) determine if a caller would benefit from being offered the option of a callback, as discussed earlier, when DHHS wait times are lower or when Call Center Staffs are available.

#### **4. Detailed project work plan; and**

A successful implementation forms the foundation for everything that follows. TSCTI will implement a smooth and ZERO risk transition to DHHS as we are providing similar services to other educational clients. Through our experience with educational clients, we understand that DHHS requires a well-planned, standardized, comprehensive, and seamless transition to successfully support DHHS with the assurance of no degradation of Service Levels. To accomplish this, TSCTI will provide well-structured and standardized communications and transition management through experienced, capable, and qualified resources facilitating, managing, and executing structured knowledge transfer (KT) of programmatic information, knowledge, equipment, and resources. Our transition plan is swift, seamless, and based on the complexities of the requirements and the effort needed to ensure a risk-free transition.

#### **Major Transition Phases, Activities, and Timing**

The Engagement Manager will guide the Engagement Team, leads, and remaining staff through the proposed Plan of Action and Milestones (POA&M) schedule provided in the table below. Mobilization is mainly enacted by the Engagement Manager and Engagement Team. When the execution phase occurs, it is led by the Engagement Manager who has overall responsibility but is also enacted by the team as a whole as applicable. Our POAM schedule overviews phase-in activities and highlights key activities, and timelines per phase for achieving full operational capacity within 15 days. Our management will tailor the POA&M during the first days of the transition period adjusting to any new information received during data discovery. Before executing the engagement plan, we will obtain a consensus with DHHS.

#### **Start-up Phase**





Our project management methodology includes developing an implementation work plan to cover the major startup activities associated with beginning operations for the additional call center support services. This includes process flows, time frames, and deadlines for each principal task, assignments among the management team for the tasks and implementation deliverables, risk management, and mitigation, and quality monitoring to keep us on schedule and compliant with all solicitation requirements. As part of this proposal development, we have designed an initial work plan which will be revised and expanded as we begin our work.

To design and apply a solid work plan, we combine a sound project management framework with comprehensive subject matter expertise and a pattern of engagement success that is unmatched by our competitors. One of the key tools to our success is our Project Engagement Manual, developed through our years of experience in successfully starting up and operating Call Center Contracts. To facilitate a fast start following contract execution, TSCTI offers the DHHS our extensive understanding of DHHS operations being incumbent and that enables us to get a very fast and effective start with the development of our scripts, written materials, technology modifications, and training content.

Our engagement plan is driven by two primary factors: the DHHS's deadlines and our best practices that enable us to build on our office, human resources, risk management, and quality assurance expertise and to leverage our experience and success with other projects in a way that is responsive to DHHS' needs and expectations. We engage DHHS and the current vendor immediately upon contract execution and pay particular attention to engagement elements that may affect the continuity of services and operations. We believe in establishing project and engagement goals at the very beginning of the implementation so that all parties understand what is expected of them. We look forward to using the Kick-Off meeting with DHHS and the outgoing vendor shortly after the contract is signed to reach a consensus on a schedule for deliverables and an understanding of acceptance criteria upon completion of each major task. Detailed activities during the start-up phase are described below for DHHS's consideration.

**Conduct Kick-off Meeting:** The first official activity following the contract award is to plan, schedule, and conduct a Kick-off for the Project. Key stakeholders are invited, including our Implementation Team, designated Accounts representatives, and SMEs. The Kick-off meeting agenda is distributed before the meeting, and includes some of the following topics for discussion, many of which may involve follow-up meetings or discussions to fully finalize:

- **Introductions:** All attendees are introduced, including position, history with the organization, area of expertise, and interest in the project
- **Finalize Roles and Responsibilities:** All team members' roles and responsibilities are finalized to help make certain that everyone knows "who is doing what." This often includes establishing sub-teams that will work on various aspects of the Implementation, such as telecommunications, who can then establish their roles and meeting schedule.
- **Establish Communication Plan:** We define the modes of communication that will be used for both informal and formal notifications and the exchange of information. These methods include email, telephone conference calls, and in-person meetings. Protocols are established that govern what type of communication is needed for what purpose, and a communications log is established. Included in the Communication Plan is interaction with the incumbent and agreement on engagement activities to ensure a smooth transfer of responsibilities.
- **Finalize Engagement Plan and Deliverables:** The preliminary Engagement Plan is reviewed and responsible resources are finalized for each milestone and major task.
- **Establish Regular Status Meeting Schedule:** We establish regular status meetings for monitoring the progress of critical path tasks, budgets, resource usage, and deliverables.
- **Establish Formal Progress Reports:** We define the schedule format and method of submission for written progress reports.

**Conduct Project Status Meetings:** As part of our strategy for adhering to the Engagement Plan schedule and meeting key milestones and deliverables deadlines, we conduct regular project status meetings, based on the schedule established during the Kick-off Meeting. At the beginning of the Start-up Phase, we recommend daily status meetings in order to avoid any schedule slippage or inefficient use of time or resources. At this meeting, whether held by conference call or in person, we review the status of project implementation activities and track their progress to our Microsoft Project Gantt Chart, which is then updated and distributed based on the agreed-upon method to all key team members and key stakeholders.



**Complete Facilities and Infrastructure Build-out:** TSCTI facility has call center cubicles, management offices, conference rooms, training rooms, and the necessary computer and Internet infrastructure to establish the necessary connectivity. We ensured proper power is available to meet systems requirements, and we established a secure data/telecommunications room or center to house equipment that requires specific environmental conditions to work properly and is protected from unauthorized access.

**Install and Configure Automated Systems:** We will install an IVR system for call center services and an AWS-based system called CallConnect for receiving and monitoring calls. TSCTI's Call Connect solution is a state-of-the-art, cloud-based, secure technology solution allowing us to rapidly configure integrations with clients while supporting an unlimited number of additional agents with minimal ramp time. This solution supports secure, seamless operations regardless of the operating environment – including remote “work-from-home” arrangements.

**Recruit and Hire Staff:** Based on our experiences with DHHS for providing call center services and the requirements outlined in the Solicitation, we have made an initial estimate of staffing needs and organizational structure, required job functions, and the estimated number of people required to carry out the functions. We understand that as we move into operations, actual volume and performance levels may necessitate adjustments.

We use a detailed staff loading model that identifies the right number of professionals at the right time of need for the call center. With a practical understanding of the expected call volumes, transaction volumes, time to process, and specific requirements (for example, language needs and literacy levels), we are able to recruit the appropriate number of employees with the correct skills and backgrounds. In preparing our proposal, we consider known metrics and experience with similar activities and tasks. After implementation, we use our automated workforce management (WFM) tool to refine staffing needs based on actual volumes and patterns. As changes occur, we expeditiously reassess and modify the required staff numbers. We already have designated acting senior-level managers. For our permanent senior-level managers, we recruit through national executive search firms, online searches, and referrals from current staff. We also use the JobDiva system, which includes an electronic application process and tracking capability from submission to hiring decision. We have already started recruiting permanent senior-level managers—both within and outside the organization—and have promising prospects.

**Conduct Staff Training:** Though we will target the hire of call center support staff with established behavioral expertise and familiarity with the DHHS's additional call center support services, it is vital that we appropriately train each staff member on the complex topics and processes they will be responsible for on a day-to-day basis, specific DHHS's requirements, and how to engage individuals. All new hires at TSCTI participate in a structured orientation based on their job description with training elements continually focused on those requirements. Our staff training program will consist of both initial and ongoing curricula. All training services are provided by TSCTI training specialists. TSCTI will provide confidentiality, data security, de-escalation, and other training to Call Center staff relevant to supporting the DHHS's operations. Proper education is critical for the support staff and gives great attention to ensuring that we educate resources on both the use of the call center system and also on Phone Etiquette (Answer the call within three rings; Immediately introduce yourself; Speak clearly; Only use speakerphone when necessary; Actively listen and take notes; Use proper language; Remain cheerful; Ask before putting someone on hold or transferring a call, etc.), knowledge on how to resolve issues and how to provide maximum caller satisfaction. Every call center support system user will be provided with an Orientation and a system “Get Started Guide” which highlights the functions key to the individual's program role.

**Facilitate Work and Knowledge Transfers from Outgoing Contractor:** Whenever a transition occurs about an ongoing program, there is always the question of how to handle "work in progress" (for example, information and referral requests that have just been received or field-based assessments that have just been scheduled). While there are several ways to handle these situations to avoid having the affected clients fall through the cracks, the most important factor is a well-conceived and practical plan that has the support, understanding, and buy-in of DHHS and the outgoing contractor. We have successfully done this in every project where we have taken over from an incumbent contractor. Early planning is a necessity. Early on in the engagement, we plan to seek the DHHS's input regarding the disposition of work in progress and also provide our ideas for how this important goal can be accomplished. Our goal is to work with the incumbent to complete referrals and assessments prior to the transition to further reduce the potential for clients falling through the cracks.



**Conduct Internal Operational Readiness Testing:** Several key testing activities will be completed before going live, to make certain that all tasks are completed and ready for implementation. These activities include:

- Review all operational policies and procedures to facilitate project readiness prior to the go-live date
- Test and monitor the data network for secure connectivity to the Internet, IVR system, and CallConnect system.
- Identify any staff that have not completed the required training modules and arrange for the completion of training
- Review final staffing plan, staffing contingency plan, and progress toward meeting final staffing goals
- Review policies and procedures on information handling
- Review quality management strategies and practices

**Project "Go Live":** Although the Implementation Team completes and documents all engagement activities, some members of our Implementation Team will transition to serve during the Operations Phase. Continuing support will also be provided by corporate and Implementation Team resources to help guide the DHHS smoothly from implementation to full operations.

**Operations Phase**

After the Start-up Phase of the project, the project goes live indicating the beginning of the Operations Phase. The Implementation Team hands off responsibility for project operations to the Operations Team and wraps up lessons learned and other project close-out activities.

**Engagement Risk Management**

From day 1 throughout the transition and the rest of the period of performance, we capture risks and categorize them by risk sources and categories and determine the severity as high, medium, or low level in a formal Risk Register that includes a description, category, impact and assessed risk level. Our Engagement Manager will collaborate with the DHHS on the classification and priority of risks and ticket levels during the transition. TSCTI’s risk registry provides several views of risks, impacts, and mitigations and allows for ongoing management of all risk items. We discuss risks and findings daily at stand-up meetings and report the results directly to the DHHS. Based on DHHS’s approval, TCSTI looks to act to transfer, neutralize, or mitigate any risks. We use a formal issue escalation process to ensure risks are mitigated early, by the right staff, and through pre-structured channels. Mitigating the risk of transition is at the heart of our planning and preparation to assume full contract responsibilities from the incumbent.

Our detailed engagement activities address risks associated with the transition itself (e.g., personnel, facilities and equipment, knowledge transfer, business practices, and administrative elements) and those related to assuring the customer mission continues uninterrupted during the 15-day engagement period and beyond.

During the engagement besides identifying the classification and priority levels of risk with the DHHS, our management will work with the DHHS to identify the primary stakeholder for each type of risk. As part of our planning, we will provide a formal Risk Management Plan as part of our PMP which defines the risk response strategy for each risk. Updates to the risk registries occur monthly or as risks occur to include during phase-in. Based on our experience with Call Center services and analysis of the DHHS’s issued solicitation, the potential risks with our mitigation step strategies are provided in the table below.

Potential Risk	Potential Impact	TSCTI’s Mitigation Step Strategies
<b>Disruption to Answering services and call center operations</b>	Inoperability of Answering services and Call Center	1. Comprehensive Pre-award planning for rapid start 2. Engagement team is led by a highly experienced Engagement Manager 3. A transition process is based on relevant support
<b>Incumbent staff morale/retention impacted</b>	Reduced staff performance and potential disruption to DHHS’s operations	1. Provide all staff with comparable and attractive benefits 2. All hands and one-on-one meetings 3. Open lines of communication established pre-award
<b>Failure to achieve full staffing before the transition start</b>	Schedule disruption, loss of expertise, decreased performance, increased costs, decreased stakeholder satisfaction	1. 100% of positions backfilled pre-award 2. Incentives for early commitments from incumbents 3. Promote from within mentality, outstanding benefits packages 4. ISO-certified and tested recruiting process
<b>Loss of specific knowledge</b>	Decreased performance	1. The pre-award incumbent capture process 2. The successful post-award incumbent capture process 3. Well-documented, efficient, and effective KT process



**5. Deliverables and due dates.**

Phase / Task and Activity	Duration
<b>Pre-Engagement Phase</b>	
Initial planning discussion and program data mining	<b>1 month</b>
Identify personnel	
Fill staffing matrix with qualified and vetted resources for backup of incumbents	
<b>Start-Up Phase</b>	
<b>15 Days</b>	
<b>Implementation Team:</b> <ul style="list-style-type: none"> <li>• Mobilize Engagement Manager</li> <li>• Finalize Engagement Team roles and responsibilities</li> <li>• Conduct a Pre-kickoff meeting with the team</li> </ul>	1 day
<b>Engagement Work Plan</b> <ul style="list-style-type: none"> <li>• Revise preliminary work plan to reflect contract requirement</li> <li>• Submit work plan to DHHS for approval</li> <li>• Receive Approval from DHHS</li> </ul>	1 day
<b>Conduct kick-off meeting</b> <ul style="list-style-type: none"> <li>• Engagement Team Introductions</li> <li>• Finalize Roles and Responsibilities</li> <li>• Establish Communication Plan</li> <li>• Finalize Engagement Plan and Deliverables</li> <li>• Establish a Regular Status Meeting Schedule</li> <li>• Establish Formal Progress Reports</li> </ul>	3 day
<b>Conduct Project Status Meeting</b>	Daily
<b>Facilities and Office Equipment</b> <ul style="list-style-type: none"> <li>• Arrange call center cubicles, management offices, conference rooms, training rooms, and the necessary computer and Internet infrastructure</li> <li>• Ensure proper power is available to meet systems requirements</li> <li>• Establish a secure data/telecommunications room or center to house equipment that requires specific environmental conditions to work properly and is protected from unauthorized access</li> </ul>	3 days
<b>Technology</b> <ul style="list-style-type: none"> <li>• Installed IVR system</li> <li>• Configure CallConnect</li> </ul>	3 days
<b>Recruit and Hire Staff</b> <ul style="list-style-type: none"> <li>• Identify and source Staff</li> <li>• Conduct interviews and select finalists</li> <li>• Conduct reference and background check</li> <li>• Prepare and finalize offer letter with candidates</li> <li>• Staff being orientation and training</li> </ul>	3 days
<b>Training</b> <ul style="list-style-type: none"> <li>• Develop Training Plan and Material</li> <li>• Obtain input and approval from DHHS</li> <li>• Orientation and TSCTI corporate training requirement</li> </ul>	4 days
<b>Conduct Internal Operational Readiness Testing</b> <ul style="list-style-type: none"> <li>• Review all operational Policies and Procedures</li> <li>• Review training materials and documentation that training has been completed for existing employees</li> <li>• Review final staffing plan, staffing contingency plan, and progress toward final staffing</li> <li>• Review quality management strategies and practices</li> </ul>	7 days
<b>Project Go Live</b>	15 Days
<b>Operation Phase</b>	
<b>Ongoing</b>	
<b>Monthly activity/ invoicing report</b>	Monthly or as required by DHHS
<b>Quality Assurance Activities</b> <ul style="list-style-type: none"> <li>• Live Call Monitoring</li> <li>• Recorded Call Monitoring and Calibration</li> <li>• Agent Feedback Sessions</li> <li>• Performance Recognition</li> <li>• Agent Feedback Considerations</li> </ul>	On-Going





### 3. QUIRED BIDDER RESPONSES

#### ATTACHMENT 3

#### REQUIRED BIDDER RESPONSES

<b>Describe your understanding of the business requirements, including reporting requirements. Describe your approach of how you will accomplish the business and reporting requirements.</b>																	
<b>Bidder's Response:</b> TSCTI understands that the awarded contractor will receive inbound calls from individuals who are seeking ACCESSNebraska services and provide updates on the status of service requests processing and assistance in the completion of change requests and application(s). TSCTI understands that we have to provide outreach services for individuals seeking ACCESSNebraska services; provide outbound calling and back-office processing services to assist in the completion of the application(s). Outreach includes but is not limited to scheduling appointments for interviews and processing returned mail. supporting some aspects of ACCESSNebraska in Back-office processing. Work such as data entry, data lookup, document indexing, or document scanning. We understand that the assignment of work will be done through the ACCESSNebraska web-based system, lists, or other electronic means. Being a Call Center Services provider, we hold extensive experience in providing similar services to various government agencies across the U.S. TSCTI offers complete call center services from our local offices located in the United States. TSCTI currently has 500+ Call Center Staff who are providing services to various government agencies across the U.S. We have well-equipped infrastructure with sufficient funds to increase the facility in a short turnaround time.																	
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Additional Call Center Support Services

Contractor must ensure all agents are supplied with telephony software, telephony equipment, computer equipment and software, and all network infrastructure to provide the service. The State will not provide any equipment.	TSCTI will ensure all agents are supplied with telephony software, telephony equipment, computer equipment, and software, and all network infrastructure to provide the service. The State will not provide any equipment.
Contractor must adhere to all DHHS and Nebraska Information Technology Commission (NITC) security standards and policies. Links are found here: <a href="https://dhhs.ne.gov/Documents/Information%20Technology%20(IT)%20Security%20Policies%20and%20Standards.pdf">https://dhhs.ne.gov/Documents/Information%20Technology%20(IT)%20Security%20Policies%20and%20Standards.pdf</a> and <a href="https://nitc.nebraska.gov/standards/index.html">https://nitc.nebraska.gov/standards/index.html</a>	TSCTI will adhere to all DHHS and Nebraska Information Technology Commission (NITC) security standards and policies. Links are found here: <a href="https://dhhs.ne.gov/Documents/Information%20Technology%20(IT)%20Security%20Policies%20and%20Standards.pdf">https://dhhs.ne.gov/Documents/Information%20Technology%20(IT)%20Security%20Policies%20and%20Standards.pdf</a> and <a href="https://nitc.nebraska.gov/standards/index.html">https://nitc.nebraska.gov/standards/index.html</a>
If the Contractor is utilizing telework, the Contractor must ensure that staff has the equipment necessary to perform the work effectively and efficiently, this may include but not be limited to a suitable laptop or other device, additional monitor(s) and a phone. Contractor will also ensure that the staff has a secure location to do business that will keep all client information confidential and safe.	TSCTI will ensure that staff has the equipment necessary to perform the work effectively and efficiently, this may include but not be limited to a suitable laptop or other devices, additional monitor(s), and a phone. We will also ensure that the staff has a secure location to do business that will keep all client information confidential and safe.
Contractor will support remote access technologies as defined by DHHS (virtual desktop infrastructure and multi-factor authentication).	TSCTI will support remote access technologies as defined by DHHS (virtual desktop infrastructure and multi-factor authentication).
Contractor will follow all DHHS procedures provided through training, using a "Train the Trainer" method, initially during the contract startup of the contract and as needed for any new processes amended into the contract.	TSCTI will follow all DHHS procedures provided through training, using a "Train the Trainer" method, initially during the contract startup of the contract and as needed for any new processes amended into the contract.
The Contractor is responsible for all oversight and management of staff including hiring, training, onboarding, tracking time sheets and performing payroll.	TSCTI will take the responsibility for all oversight and management of staff including hiring, training, onboarding, tracking time sheets, and performing payroll.
Contractor shall protect any Personal Health Information (PHI) and Personal Identifying Information (PII) in accordance with federal law, including 42 CFR Part 431 Subpart F, and Centers for Medicare and Medicaid Services (CMS) guidance using the National Institute of Standards and Technology (NIST 800-53) control framework. Adherence to the guidance shall be evaluated by a qualified independent third party at the Contractor's expense, evaluation includes annual security controls assessment and a penetration test.	TSCTI will protect any Personal Health Information (PHI) and Personal Identifying Information (PII) by federal law, including 42 CFR Part 431 Subpart F, and Centers for Medicare and Medicaid Services (CMS) guidance using the National Institute of Standards and Technology (NIST 800-53) control framework. Adherence to the guidance shall be evaluated by a qualified independent third party at the Contractor's expense, evaluation includes annual security controls assessment and a penetration test.
Contractor will provide DHHS view only access to Contractor's automatic call distribution (ACD) system to assist with call volume distribution.	TSCTI will provide DHHS view-only access to our's automatic call distribution (ACD) system to assist with call volume distribution.
Contractor shall provide both English and Spanish language interpretation services. At all times during Business Hours, at least 10% (ten percent) of agents must be fluent in reading, writing, and speaking in Spanish and English. For non-English and non-Spanish language interpretation services, the Contractor must supply a method of telephonic interpretation. Cost of interpretation services shall be included in cost per call.	TSCTI will provide both English and Spanish language interpretation services. At all times during Business Hours, at least 10% (ten percent) of agents must be fluent in reading, writing, and speaking in Spanish and English. For non-English and non-Spanish language interpretation services, the TSCTI will supply a method of telephonic interpretation. The cost of interpretation services shall be included in the cost per call.
Upon termination of this contract, Contractor shall transfer or return all information and data obtained in providing services under this contract to DHHS and/or delete such data upon DHHS written request. The parties agree to negotiate in good faith, and mutually agree upon the format, timing, and manner for such transfer or return of information and data.	Upon termination of this contract, TSCTI will transfer or return all information and data obtained in providing services under this contract to DHHS and/or delete such data upon DHHS's written request. The parties agree to negotiate in good faith, and mutually agree upon the format, timing, and manner for such transfer or return of information and data.
Contractor must record all inbound and outbound calls. i. Recorded calls shall be named in the following format: [automatic number identification (ANI)] [Call Type] [@] [HH_MM AM (or PM)] [MM DD YY].	TSCTI will record all inbound and outbound calls. i. Recorded calls shall be named in the following format: [automatic number identification (ANI)] [Call Type] [@] [HH_MM AM (or PM)] [MM DD YY].



Additional Call Center Support Services

	<ul style="list-style-type: none"> <li>ii. Audio files of the recorded calls shall be sent to DHHS daily, via secure method approved by DHHS. Audio files shall be delivered to DHHS by 10:00AM on the next business day.</li> <li>iii. Recorded calls shall be permanently deleted after successful transfer to DHHS.</li> <li>iv. Call transfer validation process shall be established by the contractor with the review and approval by DHHS.</li> </ul>	<ul style="list-style-type: none"> <li>ii. Audio files of the recorded calls shall be sent to DHHS daily, via a secure method approved by DHHS. Audio files shall be delivered to DHHS by 10:00 AM on the next business day.</li> <li>iii. Recorded calls shall be permanently deleted after successful transfer to DHHS.</li> <li>iv. Call transfer validation process shall be established by the contractor with the review and approval by DHHS.</li> </ul>
	<p>Any data that is stored on site including multi-function devices, needs to be secured per DHHS policies. Links are found here: <a href="https://dhhs.ne.gov/Documents/Information%20Technology%20(IT)%20Security%20Policies%20and%20Standards.pdf">https://dhhs.ne.gov/Documents/Information%20Technology%20(IT)%20Security%20Policies%20and%20Standards.pdf</a> and <a href="https://nitc.nebraska.gov/standards/index.html">https://nitc.nebraska.gov/standards/index.html</a></p>	<p>TSCTI understands and comply.</p>
	<p>Mail customers a paper copy of the requested changes and/or applications, if applicable.</p>	<p>TSCTI understands and comply.</p>
	<p>Contractor must only print personal client information when necessary, and only in private office space that is distinctly separate from any publicly accessible area by a wall or other suitable barrier. Any door accessing this private office space shall be secured by a locking mechanism (key, number combination, access card, etc.)</p>	<p>TSCTI will only print personal client information when necessary, and only in private office space that is distinctly separate from any publicly accessible area by a wall or other suitable barrier. Any door accessing this private office space shall be secured by a locking mechanism (key, number combination, access card, etc.)</p>
	<p>Contractor will maintain Quality Assurance (QA) accuracy at or above an agreed upon level using an agreed upon evaluation tool. An established timeline to meet this performance measure will be included in Contractor Start-Up Plan. Attachment 5 - Sample Quality Assurance Form.</p>	<p>TSCTI will maintain Quality Assurance (QA) accuracy at or above an agreed-upon level using an agreed-upon evaluation tool. An established timeline to meet this performance measure will be included in TSCTI Start-Up Plan.</p>
	<p>Contractor will monitor at least five (5) calls from each agent per month. Quality scores for each agent will be made available for DHHS oversight staff.</p>	<p>TSCTI will monitor at least five (5) calls from each agent per month. Quality scores for each agent will be made available for DHHS oversight staff.</p>
	<p>Contractor will utilize the DHHS approved quality evaluation tool to evaluate specific interactions between staff and clients.</p> <ul style="list-style-type: none"> <li>i. Will meet with DHHS bi-weekly for calibration sessions.</li> <li>ii. DHHS will select and send four (4) random contractor received calls to score at least 3 days prior to the calibration session.</li> <li>iii. All participants will score each call-in advance using an agreed-upon evaluation form. Attachment 6 – Sample Quality Evaluation Scoring Report Template.</li> <li>iv. Sessions will consist of introducing each call and then sharing evaluation scores to see how evaluations can be completed more consistently.</li> <li>v. Notes will be taken by DHHS for general coaching notes for staff and any enhancement requests for training in these meetings.</li> <li>vi. DHHS will conduct regular call evaluations and provide feedback to the contractor.</li> <li>vii. All feedback will be logged by DHHS on a secured shared drive. Access to the secured shared drive will be provided to the contractor. DHHS will specify which evaluations require feedback from the contractor which will include documentation of action taken and the date.</li> </ul>	<p>TSCTI will utilize the DHHS-approved quality evaluation tool to evaluate specific interactions between staff and clients.</p> <ul style="list-style-type: none"> <li>i. Will meet with DHHS bi-weekly for calibration sessions.</li> <li>ii. DHHS will select and send four (4) random contractor-received calls to score at least 3 days before the calibration session.</li> <li>iii. All participants will score each call-in advance using an agreed-upon evaluation form.</li> <li>iv. Sessions will consist of introducing each call and then sharing evaluation scores to see how evaluations can be completed more consistently.</li> <li>v. Notes will be taken by DHHS for general coaching notes for staff and any enhancement requests for training in these meetings.</li> <li>vi. DHHS will conduct regular call evaluations and provide feedback to the TSCTI.</li> <li>vii. All feedback will be logged by DHHS on a secured shared drive. Access to the secured shared drive will be provided to TSCTI. DHHS will specify which evaluations require feedback from TSCTI which will include documentation of action taken and the date.</li> </ul>
<p>2.</p>	<p><b>Describe your site security and how you will maintain security for remote workers. Both physical and technology security.</b></p> <p><b>Bidder's Response:</b> TSCTI uses virtual private network (VPN) software to enable secure, internet-based remote access for its professionals. Domain-based authentication and authorization are required to create a VPN tunnel from outside the network. VPN tunnels are secured using 3DES or higher encryption. Communications to internet-routed addresses are conducted outside of the established VPN tunnel. Also, session timeout settings are configured to automatically disconnect the user from a session after a period of a mouse or keyboard inactivity. Processes are</p>	



	<p>established to limit third-party remote access to internal systems. Such access requires approval from the security organization and access is limited to those systems required for the third party to complete the task and is monitored regularly.</p> <p>While all voice calls are recorded 100% of the time, remote monitoring allows our quality analysts and supervisors to actively listen in on calls, coach, and if necessary take control of the call and provide real-time feedback to the Call Center Staff. includes functionality for the remote monitoring of our Call Center Staff. This feature is extremely helpful to understanding in real-time how our Call Center staff are engaging with our end customers. In the unlikely event the call requires supervisor intervention, this functionality enables the supervisor to listen, join the call, and provide information to the end user if required.</p> <p>Our Workstation Security Policy provides guidelines for Desktop / Laptop security for TSCTI assets. Employees are provisioned with the required guidelines and procedures to be adhered to while in employment with TSCTI. All the assets are facilitated to employees owned by an organization and are required to be maintained in health during use. Separate policies have been framed and incorporated for BYOD cases.</p> <p>Our Password policies have been established and implemented to enforce requirements for password changes, reuse, and complexity. Group policies have been placed to lock the systems after a period of inactivity to ensure the protection of an unattended system.</p>
3.	<p><b>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.</b></p> <p><b>Bidder's Response:</b> TSCTI has the capability to provide qualified bilingual and multilingual staff in 300 languages such as English, Spanish, Ilocano, Tagalog, Korean, Chinese, Japanese, French, Hindi, Arabic and more. Currently, TSCTI has 500+ call center staff in which 20% are bilingual in English, Spanish and other languages. To make sure we provide the best possible service to every individual who calls the DHHS, we not only staff with bilingual English and Spanish-speaking Call Center staff, but we also contract with our longtime partner Language Select for translation services. By Language Select, we ensure that call center staff can communicate with the individual in multiple languages as it provides translation services in 300+ languages.</p> <p>We typically employ three levels of pre-employment testing for bilingual candidates. To demonstrate that candidates are conversant in English and a second language, potential employees must complete three validated language exams with minimum passing scores. For instance, our Texas project uses ProveIt by Kenexa exams. This includes an assessment of Call Center: Spanish and Vietnamese Telephone Etiquette, Call Center: Ability to Move between Spanish English and Vietnamese English Bilingual (audio), and Spanish-English, Vietnamese-English Bilingual Test. In addition to the exams, we conduct a portion of the interview in the chosen language to assess pronunciation, basic grammar, verb conjugation, and proper use of feminine and masculine articles.</p>
4.	<p><b>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.</b></p> <p><b>Bidder's Response:</b> TSCTI shares the concern of all government agencies to protect Personal Protected Information (PPI), Personally Identifiable Information (PII). We conduct training for all of our personnel on protecting PPI, and PII and will fully comply with safeguarding provisions. Should there be a PPI, or PII data breach, TSCTI will immediately report the details to the State management and will fully cooperate with State inquiries. We maintain HIPAA policies and procedures to ensure employees and affiliates keep all information concerning the person and contacts confidential. Advanced data security capabilities and HIPAA compliance ensure the full security of PPI and PII.</p> <p>Our systems security plan for the DHHS will also include provisions for adherence to the National Institute of Standards &amp; Technology (NIST), the Federal Information Management Act (FISMA), and the Health Insurance</p>





	<p>Portability and Accountability Act of 1996 (HIPAA) requirements as they apply to facilities, data, systems, and network. Our Information Security Policy, maintained by our corporate Office of Information Security (OIS) Security and Audit group, defines the requirements about physical and information security, as well as the authorized use of systems, connections, and equipment. This policy is followed by our corporate office and all project offices, with project-specific and client-specific requirements appended to tailor the policy to meet project and program needs. In addition, our Corporate Privacy Official oversees project compliance about safeguarding consumer information.</p> <p><b>Sensitive and Non-Sensitive (Public Domain) Data</b> – We are committed to protecting information assets, personal data and client information. We believe that a data privacy and information security program is an essential component of a leading call center services organization. Our data privacy and information security program and practices are focused on sharing information appropriately and lawfully while providing confidentiality, integrity, and availability. We secure information assets for our clients through the use of integrated data privacy and information security strategy:</p> <ul style="list-style-type: none"> <li>• We align our information security governance with our data privacy governance to provide a consistent, cohesive vision around the protection of our information assets, personal data and client information.</li> <li>• We subject our global applications and systems to both data privacy impact assessments and security certification reviews, which enable a robust, consistent approach to deployment and operation.</li> <li>• We protect personal data within our network using appropriate physical, technical and organizational security measures.</li> <li>• We assure that our contracts with third-party processors contain provisions that are commensurate with our policies, practices, and controls to confirm client data is managed properly and securely, by legal and regulatory requirements.</li> </ul> <p>Our multifaceted and detailed security program is anchored by our global information security and personal conduct policies. This enables us to consistently apply appropriate security standards, controls and guidance. Our information security policy and its supporting standards and controls are continually reviewed, vetted and approved by senior management. We conduct these reviews to confirm that the material remains timely and accurate and that it correlates to legal or regulatory requirements applicable to our organization. This policy is built upon the internationally accepted standards for security program management, ISO 27001/2.</p> <p>No breach notifications have been reported to Office of Civil Rights in the last 3 years.</p>
5.	<p><b>Describe how you will securely print and mail documents.</b></p> <p><b>Bidder’s Response:</b> TSCTI will utilize the following standards for securely printing &amp; mailing the document.</p> <ul style="list-style-type: none"> <li>• Standardization of customer addresses to match USPS’s preferred format</li> <li>• List deduping and data scrubbing to improve data quality</li> <li>• Print design/piece printing/finishing</li> <li>• Folding/stuffing/sealing</li> <li>• Using USPS Registered Mail service grants additional security to confidential documents and packages.</li> </ul> <p>Our print security measures are not limited to printed documents. We protect all our scanned documents too as a PDF file with a PIN password or by using a Secure File Transfer Protocol (SFTP). Scan to SFTP makes sure all our uploaded scans are 100% protected. It enables us to send scanned data as normal, but with an added layer of encryption. That way if any of our scanned documents are intercepted, the information is still safe and secure.</p> <p>To ensure the privacy of DHHS sensitive data, including personally identifiable information (PII) and protected health information (PHI), all TSCTI locations are secure facilities and not open to the general public, and our employees are required to sign a non-disclosure confidentiality agreement as a condition of employment. Additional security measures include Continuous data encryption; maintaining 100% ownership of your data; Document barcodes enabling postal discounts, mail tracking, and 100% accuracy.</p>
6.	<p><b>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.</b></p>



	<p><b>Bidder’s Response:</b> TSCTI is an ISO 27001:2013 certified firm and has a Top-Secret facility clearance from DoD and DHS. ISO 27001:2013 is designed to ensure the selection of adequate and proportionate security controls that protect information assets and give confidence to interested parties. TSCTI is serving on over 30 defense contracts involving classified and sensitive information. Therefore, data security is paramount for us.</p> <p><b>Physical and Data Safeguards:</b> Our corporate OIS Security and Audit department develops and maintains our Information Security Policy, as described previously, that defines physical and data security policies and procedures for our corporate and project offices. This policy covers protecting systems from viruses and security breaches which can lead to data or equipment loss or damage. Our physical and data security policies are comprehensive to safeguard confidential information from unauthorized access and use loss, or modifications.</p>
7.	<p><b>Describe your ability to meet the facility requirements for the printing functions?</b></p> <p><b>Bidder’s Response:</b> TSCTI will install multiple printers specifically for DHHS support. We will configure these printers for the DHHS staff. Our CallConnect system can print the completed application over the phone. By installing multiple printers, we will reduce the print waiting time. We will install multi-function printers (MFPs) that can print duplex as well as simplex. If the need arises, we will increase the number of printers within a day.</p>
8.	<p><b>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.</b></p> <p><b>Bidder’s Response:</b> We manage staffing levels using our workforce management tool, CallConnect which allows us to identify changes in call volumes and call volume patterns. This helps us anticipate volume fluctuations and proactively staff the Statewide call center with the right kind and number of staff to meet member needs at all times. Additionally, knowing calls don’t stop because a workstation is vacant for even an hour, we account for factors related to staff absence (for example, planned vacation days and doctor’s appointments) to be certain we have adequate coverage throughout the day. In the case of planned or unplanned absenteeism, TSCTI utilizes its virtual flex staffing model, which gives the benefit of assigning new Call Center Staff on behalf of permanent staff. Some of our strategies for handling unexpected leaves include:</p> <ul style="list-style-type: none"> <li>• Realigning work among similar resources to accommodate task fluctuations from the plan</li> <li>• Extending the workday through the use of overtime</li> <li>• Reassigning technical or operational staff transitioning from other projects</li> <li>• Leveraging experienced staff from other projects to provide temporary support</li> <li>• Acquiring additional permanent resources to help ensure contract requirements and performance standards are met in the event of a permanent increase in workload</li> </ul>
9.	<p><b>Describe your quality monitoring processes.</b></p> <p><b>Bidder’s Response:</b> TSCTI’s approach for instituting and maintaining a capability to ensure high-quality services includes following industry-specific models, such as ISO, ITIL, and CMMI to deliver quality control and consistency to DHHS. Our ISO 9001:2015 certified Quality Management System (QMS) as shown in the figure provides repeatable results driven by key performance indicators, quality metric measurements, technical inspection systems, quality audits, trend analysis, and direct stakeholder feedback all aligned to the DHHS’s call center performance requirements. This methodology is executed through our Quality Control Plan (QCP), which documents how we meet, comply with, and continually monitor and improve quality standards. This describes the specific processes, practices, and tools that we will utilize to inspect the quality of its activities and deliverables, and correct issues and deficiencies. Our AM, in coordination with the DHHS’s Contract Administrator/CO, will review and make necessary updates if needed. This QCP will be maintained and updated as needed throughout the contract. Quality planning is a collaborative activity between our management and the DHHS. We will define quality standards and policy; integrate DHHS requirements, and call center objectives; communicate quality standards, policy, and measurements; and implement them according to acceptance. Our quality control processes will help to confirm that the project satisfies and meets the necessary standards of all constituents. This methodology is executed through our Quality Assurance Plan (QAP), which</p> <div data-bbox="1068 1304 1523 1759" data-label="Diagram"> </div> <p><i>Our ISO 9001 Certified QMS Methodology</i></p>



documents how we meet, comply with, and continually monitor and improve the quality standards established. Our QAP for the DHHS’s call center contract assures quality assurance (QA) by documenting all necessary information required to effectively manage project quality from project planning to delivery. We will implement QC activities that emphasize prevention rather than detection and drive Continuous Quality improvement (CQI) throughout the ITOS program lifespan. Our ISO 9001-certified QMS summarized in the table with details:

QA Step	Description
Quality Planning	Focused on the methods to automate the measurement of success and failure rates to prevent the recurrence of defective services. Quality controls, inspection systems, quality roles, and responsibilities are established within the QAP.
Establish QA Framework	A key to establishing the QA framework which consists of 1) Establishing SLA Metrics, 2) Collecting SLA Metrics, 3) Analyzing Metrics, and 4) Improving Metrics. Our management works with the DHHS to create quality performance metrics through performance benchmarking. Details how we will develop, maintain, update, and implement metrics to track performance trends.
Perform QC Activities	We continuously confirm through quality tracking that they are effectively monitored and properly tested. This is controlled through planned measurement with defined frequencies, analysis parties, analysis methodologies, and quality objectives. Routine inspections, testing, trend analysis, and audits are conducted to ensure all requirements are accomplished by the specifications of DHHS call center requirements and QAP throughout the performance. These quality components mark the structure of our process for identifying gaps or weaknesses in performance.
Implement Corrective Action(s)	Our management follows an established procedure for problem mitigation, tracking, and reporting noncompliance issues. By classifying, prioritizing, and analyzing nonconformity or defect the root cause can be identified and eliminated. Removal of the root cause greatly reduces the probability of that type of nonconformity recurring.
Continuous Improvement (CI)	The quality framework allows us to identify trends and evaluate where improvements are warranted whether through people (e.g. staff training), process (e.g. adjusting the method of delivery), or technology (e.g. implementing tools for automation). TSCTI will work with DHHS in implementing approved improvement initiatives which are then diligently tracked and reported on. Initial measurements will determine the extent of improvements made and create a new baseline measurement facilitating continuous process improvement for the program

*Our QMS Framework delivers consistent quality support to DHHS call center contract*

Understanding areas of improvement opportunities within a Call Center Staff’s performance helps both them and the customers they serve. We have seen that providing our Call Center staff with timely information and feedback not only creates a positive member experience but also makes for a well-rounded Call Center Staff and ultimately increases retention. We use several methods to monitor Call Center Staff understanding and quality standard adherence. Through these varied evaluative techniques, we develop Call Center Staff skills while achieving quality metrics and member satisfaction. These methods include:

- **Side-by-Side Monitoring:** This allows our quality analysts to work directly with the Call Center Staff. The quality analyst plugs directly into the Call Center Staff’s tele-set and monitors both sides of the dialogue. This method also allows the quality analyst the opportunity to observe system efficiencies and provide specific guidance as appropriate. This immediate feedback provides a solid coaching forum that emphasizes continued Call Center Staff development.
- **Remote Monitoring:** While all voice calls are recorded 100% of the time, remote monitoring allows our quality analysts and supervisors to actively listen in on calls, coach, and if necessary take control of the call and provide real-time feedback to the Call Center Staff. includes functionality for the remote monitoring of our Call Center Staffs. This feature is extremely helpful to understanding in real-time how our Call Center staff are engaging with our end customers. In the unlikely event the call requires supervisor intervention, this functionality enables the supervisor to listen, join the call, and provide information to the end user if required.
- **Self-Assessment:** Call Center staff complete self-evaluations to grade their performance during a particular call after completion. Then, a quality analyst listens to the recorded call and evaluates the Call Center Staffs performance against the established policies, procedures, and standards. After the evaluation is completed, the quality analyst and Call Center Staff meet to discuss the call.
- **Agent Calibration Session:** This occurs when a Call Center Staff reviews one of their calls with a quality analyst. Once both individuals have reviewed and evaluated the call, the quality analyst provides feedback on both the positive aspects of the call and on any areas for improvement. Subsequent additional training may be recommended based on the outcome of this session.



- **Mentorship:** The mentorship process teaches fundamental skills about a particular program. The mentorship is between a seasoned and high-scoring Call Center Staff and an agent in need of assistance. The Call Center staff work closely to share knowledge, identify and answer questions, and demonstrate their understanding through role-playing and side-by-side monitoring. Only the most proficient and effective Call Center staff are considered for the honor of becoming mentors on our projects.

By using our CallConnect platform, QA staff can listen to calls in person or through call recordings to monitor quality, the accuracy of the information, and other performance measures. The Call Center Staff and supervisor receive this feedback to help address deficiencies immediately and to identify staff needing additional education and re-training. Below are key activities we will perform to manage the call center performance quality.

- **Call Monitoring Team:** The Call Monitoring Team, consisting of members of the Quality Assurance unit as well as agent supervisors, will be responsible for reviewing calls, addressing skill deficiencies, and recognizing superior agent performance. Specific responsibilities include:
  - Scoring the appropriate number of calls per agent per month to identify skill gaps and provide feedback on service levels
  - Providing direct coaching to agents based on the team’s findings (usually done by unit supervisors with the information provided by Quality Assurance unit members)

Upon monitoring the calls, the Call Monitoring Team will conduct a monthly meeting to identify trends in skill deficiencies across the entire group of agents. Based on this conversation, additional training will be designed and implemented to drive continuous improvement. The Call Monitoring Team will conduct quarterly calibration sessions to align scorecard grading practices. All call monitors will be scored based on the same list of recorded calls. Results with a wide range of scores will be discussed as a group until a consistent grading standard can be decided upon.

- **Call Monitoring Frequency:** Review frequency will vary based on agent tenure within the call center. As an agent become more experienced, the number of calls reviewed should decrease. If an issue arises with an agent’s performance, additional call monitoring will be conducted.

Agent tenure	Minimum Frequency*
Under 1 month	2 calls/day
1 – 6 months	3 calls/week
Beyond 6 Months	8 calls/month
Additional monitoring due to poor performance	3+ calls/week

*\*Stated frequency can vary based on the agent’s performance and years of relevant call center experience or as required by the DHHS*

- **Call Monitoring Selection Procedure:** Calls will be randomly selected among the different days of the week, times of the day, and Lines of Business the agent takes calls for to provide a well-rounded perspective on an individual agent’s typical performance. Call monitors will also select some calls based on their noteworthy characteristics (e.g. longer than average talk time, unusually long hold times, etc.) given the calls’ inherent coaching opportunities.
- **Call Scorecard:** The Call Scorecard is composed of 20 questions and is scored on a 0 to 100 scale. Roughly half the questions focus on basic customer service skills. The other half look at specific job skills. Each numbered question is worth 5 points. A minimum acceptable monthly score average is 85 for each call agent. Average scores below 85 will trigger additional call monitoring and a detailed remediation plan for the call agent. Past months’ data will be reviewed and compared against the current month to identify trends and to ensure that call agents improve in their quality. The scorecard also contains a narrative section that the call scorer should use to record an overall impression of how the call went, suggestions for improvement, and to record any “critical errors” found during the call. Critical errors include the agent hanging up on the caller abruptly without resolving the customer’s inquiry, using inappropriate or abusive language, or inappropriately disclosing confidential information to or about a caller.
- **Agent Feedback Sessions:** Upon completion of the monthly call monitoring process, agent supervisors will set up individual one-on-one feedback sessions with their respective Call Center staff. These meetings will be scheduled promptly following the call monitoring process and no later than by the end of the month. These





	<p>meetings are an opportunity to review call monitoring results and areas for agent improvement and serve as a two-way dialogue to improve agent development and call monitoring processes.</p> <ul style="list-style-type: none"> <li>➤ <b>Performance Recognition:</b> Performance recognition will occur monthly after call monitoring has occurred. A list of agents with perfect QA scores for the month will be recognized through an office bulletin board or e-mail newsletter. Showcasing and honoring top talent further incentivizes agents to improve their performance and reinforces the culture of prioritizing high-quality customer service.</li> <li>➤ <b>Agent Feedback Considerations:</b> Consideration will be given to tailoring agent feedback based on the individual agent’s stage of development. The focus will be on helping new agents to perform satisfactory work, helping agents perform satisfactorily to have excellent performance and recognizing and encouraging agents having excellent performance to continue doing so.</li> </ul>
10.	<p><b>Describe your ability to meet the timelines established in this RFP for reporting and quality monitoring.</b></p> <p><b>Bidder’s Response:</b>  TSCTI has a well-defined ISO 9001:2015 certified Quality Management System (QMS) and extremely robust reporting capabilities that allow us to meet the timeline established in the RFP. TSCTI will maintain Quality Assurance (QA) accuracy above an agreed level using an agreed evaluation tool. We will use our CallConnect platform, to monitor the quality, and accuracy of the information, and other performance measures and will include in the Contractor Start-Up Plan. TSCTI will monitor at least five (5) calls from each agent per month. Quality scores for each agent will be made available for DHHS oversight staff. TSCTI will utilize the DHHS-approved quality evaluation tool to evaluate specific interactions between staff and clients. We will meet with DHHS bi-weekly for calibration sessions. TSCTI understands that the DHHS will select and send four (4) random contractor-received calls to score at least 3 days prior to the calibration session and all participants will score each call-in advance using an agreed-upon evaluation form. TSCTI understands that the DHHS will conduct regular call evaluations and provide feedback to the contractor. TSCTI understands that all feedback be logged by DHHS on a secured shared drive. Access to the secured shared drive will be provided to the awarded vendor. DHHS will specify which evaluations require feedback from the contractor which will include documentation of action taken and the date.</p> <p>TSCTI has extremely robust reporting capabilities, which are fully accessible to clients via the web, to provide insight and complete visibility of the call center. TSCTI's reporting system can track almost any metric, and its transparency enables clients to run pre-configured reports from their Desktops or create customized reports. With these abilities, we can provide <i>daily report with number of offered and number of handled calls, Average Speed of Answer (ASA), Average Handled Time (AHT) by queue. Daily report the number of completed items by category. Daily report for the outreach activities. Ad hoc outreach statistic reports as requested. Due date for ad hoc call statistic reports will be determined by the Parties. Daily report with the quantity of calls or tasks completed for any other assigned work types. Weekly report of QA monitoring metrics. Weekly QA Calibration reporting. Weekly summary reports shall be provided via email to the DHHS Contract Manager or designee, no later than 12:00 noon (Central Time) Tuesday of each week. Daily reports of the prior workday shall be provided via email no later than 9:30 am CST.</i> TSCTI will provide ad hoc reports as requested by the State. Due date for ad hoc reports will be determined by mutual agreement of the parties.</p>
11.	<p><b>Describe your maximum call capacity and the timeframe required to increase call capacity.</b></p> <p><b>Bidder’s Response:</b>  TSCTI solution is flexible and scalable to maximum call capacity whether unexpected or as a result of program expansions or changes. Our infrastructure offers a flexible capacity to support peak call volumes and can easily support increased call volumes during open enrollment. We work with the DHHS to evaluate call volume, service level agreements, and other system architecture requirements. Our ongoing monitoring and planning and the design of our infrastructure position us to provide the flexibility to scale up or scale down based on the needs of the DHHS. We currently manage a maximum call capacity of 7000+ calls per month. TSCTI has all equipment, telecommunications infrastructure, and software including but not limited to phone instruments, computers, peripherals, headsets, operating systems, and browsers compatible with the customer IT service management system. To provide additional inbound call capacity, TSCTI will take a maximum of 1 week. We always keep 30 to 40 Call Center staff in our exclusive pool, upon request, we will onboard the call center staff after taking written approval from the DHHS.</p>



**Describe your capacity of in-house trainers and approach to on-boarding new call center staff to the project.**

**Bidder's Response:** TSCTI has more than 30 active in-house trainers. Our trainers attend professional classes and seminars during implementation and throughout the contract term to improve their techniques. We have found that learners respond best to multi-media and small group learning with problem-solving and application of the topic. We employ such approaches to training delivery to improve retention of material beyond the classroom and into the work setting where the training can be put to immediate use.

**Onboarding new call center staff to the project:** TSCTI has well defined and ISO-compliant onboarding approach to onboard new call center staff to the project. To ensure that the qualified resources are available as per the requirements, TSCTI will use its proven and proactive approaches, processes, and tools practiced for over 25 years, to provide Call Center staff. We employ a meticulous testing process, combining our understanding of the requirement being providing call center services to 50+ State agencies, Commercial and Federal clients, and similar experience in hiring Call Center staff to ensure we staff the requirements with personnel who meet DHHS's call center requirements, bring the right experience and has the required qualifications.



*Ten Step Recruitment Process. Ensure the right candidates are hired at the Right Time*

Our Staffing Center (SC) consists of 270+ trained domain-specific recruiters, data miners, and research analysts, a proprietary resume database of **1M+ call center professionals**, and **500+** internal call center professionals. With these abilities, TSCTI is capable to staff professionals with a quick turnaround time. We always keep 30 to 50 call center Staff in backup for each project in case of emergency such as sudden termination, resignation, leave of absence due to an extraordinary personal circumstance, incapacitating injury, illness or physical condition, or death of such personnel. TSCTI has tied up with multiple suppliers, universities, and local employment agencies. This provides us nationwide access to a wide pool of resources. To augment the capability of our recruiters, we have a premium account on all the popular job websites, such as **LinkedIn, Monster, Dice, Indeed, CareerBuilder, etc.** Since our inception, we have successfully acquired, managed, and delivered a variety of call center projects on diverse platforms to both Government and Commercial agencies.

12.

Labor Source	Overview
<b>JOBDIVA-ATS (Proprietary Database)</b>	As a front-to-back talent management solution, JobDiva supports the full lifecycle of recruiting including sourcing, qualifying resumes, scheduling interviews, approving candidate offers, and onboarding. With this tool, our Recruiters can instantly share pre-qualified candidates' resumes with our PM and Call Center Supervisor. Our ATS module within JobDiva is a proprietary database that features 1M+ candidates and is continuously updated.
<b>Job Boards to include: Dice, CareerBuilder, Glassdoor.com, Indeed.com, and Monster, Social Networking Sites</b>	TSCTI's recruiters utilize these job boards to post vacant positions we are looking to fill. These sites have a variety of candidates with different skill sets and technical expertise that can be matched to the DHHS's call center staffing profile. Recruiters vet candidates that show interest in our open positions and screen all resumes received through the postings. Additionally, our Recruiters filter through available resumes posted on these sites to identify any candidates that will be a good match for DHHS's call center program.
<b>Community Colleges, Local Job Fairs, and Social Networking Sites</b>	Many skilled personnel is being trained through local community colleges and trade schools. We find that advertising and working with internal employment offices can be an excellent source of applicants who are looking for employment opportunities. In addition to selected advertising in local media, Team TSCTI sponsors and participates in regular job fairs, hosts recruiting open houses, saturates local markets with recruiting & referral fliers, and works closely with state and local job-assistance agencies to ensure every possible sourcing option is pursued.

**13. Describe your staff retention policies and the average employee length of service.**



**Bidder's Response:**

**Staff Retention Policies:** TSCTI's staff retention policy adheres to methods that have proven most successful in attracting and maintaining a qualified and stable workforce. TSCTI has had a retention rate above the industry average over the past five (5) years. This is attributed to our employee growth program and our comprehensive benefits package as depicted in Figure. Our philosophy is that professional growth, training, regular & positive performance reviews, and comprehensive benefits facilitate the retention of an experienced and dedicated workforce. These policies address various compensation components as shown in the figure. We offer highly competitive pay and comprehensive benefits, a promotion from within the culture, initiate routine morale-boosting activities (e.g., spot bonuses, team lunches, formal recognition, etc.), and provide a highly accessible corporate structure & professional HR representatives to support direct employee interaction. A key function of TSCTI's success with retention has been our efforts to promote from within the team, wherever possible. This focus on employee growth is a proven means to retain high-value team members, by showing them a "path to growth" and even applies to employees who hope to be promoted, as they too see a way for themselves to succeed in the future.



*TSCTI's Hire and Retain program aim is satisfied employees and customers*

TSCTI's extensive experience with similar projects has solidified the key to effective performance, which is a fully qualified, stable workforce. The method of recruiting and retaining such a workforce is a combination of competitive salaries, benefits, and individual recognition for the contribution to mission success. Our approach to personnel management has resulted in significantly lower voluntary turnover rates than the industry average. The following is a list of the other primary methods employed to retain staff members followed by a brief description of each of these items. Management focuses on these areas to promote overall staff retention:

- Providing supportive management
- Individual career development
- Competitive salaries
- Competitive benefits package
- State-of-the-art work environment

**Providing Supportive Management:** TSCTI management supports its employees by providing timely feedback, recognition, individual career planning, and ensuring that employees have the tools they need to do their jobs. Communication is a key factor in employee retention. Feedback is provided consistently through verbal and written communications and formal and informal performance reviews. Recognition is provided through several mechanisms, including:

- Verbal and written commendations "on the spot"
- Verbal and written commendations at meetings
- Awards and bonuses

Management provides consistent feedback to open lines of communication for both positive and negative feedback to and from the employee. Employees receive "on the spot" awards for outstanding performance as it occurs. Employees are recognized for their contributions at meetings and company-wide gatherings. We will hold regularly scheduled staff meetings, luncheons, and grassroots-level meetings to communicate project events, the status of work schedules, and other relevant information. Our Program Manager holds encouraging discussions with our consultants concerning workplace issues and complaints and provides methods to motivate and improve the efficiency/effectiveness of work operations. Individual and group awards are presented to recognize both individuals and teams for sustained excellence. Another key ingredient to retention is the individual career plan.



**Individual Career Development:** TSCTI managers work with each employee to develop individual career plans. The plans contain three types of goals and objectives: 1) achievements on behalf of the customer, 2) achievements specific to TSCTI, and 3) training programs that help to meet the targets identified in the first two areas. The goals and objectives identified in the career plan provide the basis for the employee’s annual performance review. The plan communicates what the employee is expected to accomplish and is developed by the employee with input from the direct supervisor. This participatory management style provides the employee the opportunity to set the direction of his/her career and the criteria by which he/she will be judged. The result most often is that the employee sets higher goals than the supervisor would have set. The employee also works harder to achieve goals and objectives than he/she would have had the goals and objectives set solely by the supervisor.

**Competitive Salaries:** TSCTI’s staff both employees and teaming partners, have a strong commitment to excellence and are our most valuable assets. TSCTI has established corporate guidelines for fair and equitable salaries based on skills, years of experience, and education and training. The salary ranges for our respective labor categories are based on industry-standard salary surveys appropriate to the areas in which we do business.

**Competitive Benefits Package:** While compensation is one of the lesser reasons employees use to determine whether to stay with an organization or move on, we at TSCTI provide competitive salaries with an outstanding benefits package. The benefits package includes the educational and training programs described earlier, a 401(k) program, cafeteria-style family healthcare options with multiple healthcare options to choose from, and a vacation program.

**The average employee length of service with TSCTI is 2 Years.**

**Describe your ability to meet the reporting requirements set forth in Section V.C.2. including ad hoc reporting capabilities.**

**Bidder’s Response:** TSCTI has extremely robust reporting capabilities, which are fully accessible to clients via the web, to provide insight and complete visibility of call center. TSCTI's reporting system can track almost any metric, and its transparency enables clients to run pre-configured reports from their Desktops or create customized reports.

TSCTI also has some unique call center management tools and visualizations that can be demonstrated online. The associated reporting tools will allow clients to also access digital recordings based on any sort of criteria housed in the system (i.e. talk, agent ID, agent location, originating ANI, date of call, time of call, etc.). All recording is available at any time without any intervention from the TSCTI personnel. The recording is MP3 formatted file and can be downloaded through the Internet. Thus, TSCTI does not provide “standard reports” as we believe that every client should have access to all data relevant to the call in the format of their choosing, when they want it, and how they want it. A new data element being logged to TSCTI’s system is available through the reporting tool.

14. TSCTI has developed proven documentation methods for reporting on project activities that offer the DHHS oversight and tools necessary to monitor the status and track the progress of the program. We understand the importance of accurate, easy-to-use, and flexible reporting tools that facilitate oversight of project operations by providing users with critical performance data for monitoring, program forecasting, and quality customer service. TSCTI will work with the DHHS to carefully define reporting requirements and to ensure that our report formats are optimized to meet the DHHS’s needs.

With these abilities, we can provide *daily report with number of offered and number of handled calls, Average Speed of Answer (ASA), Average Handled Time (AHT) by queue. Daily report the number of completed items by category. Daily report for the outreach activities. Ad hoc outreach statistic reports as requested. Due date for ad hoc call statistic reports will be determined by the Parties. Daily report with the quantity of calls or tasks completed for any other assigned work types. Weekly report of QA monitoring metrics. Weekly QA Calibration reporting. Weekly summary reports shall be provided via email to the DHHS Contract Manager or designee, no later than 12:00 noon (Central Time) Tuesday of each week. Daily reports of the prior workday shall be provided via email no later than 9:30 am CST.* TSCTI will provide ad hoc reports as requested by the State. The due date for ad hoc reports will be determined by mutual agreement of the parties.

The core of our reporting solution will be powered by our telephony solution and call tracking system. We generate a standard set of reports on demand throughout the day and summarize results daily, weekly, monthly, and annually





per contractual requirements, and we will deliver reports to the DHHS or other designated recipients. Below is the list of reports available to the DHHS to measure TSCTI's performance:

**Agent Activity Reports:**

- Number of calls handled
- The total handle time for those calls
- Average handling time
- Shortest and longest handle time

**Agent Status Reports:**

- Signed out
- Available
- Busy (Handling a contact)
- Wrapping up
- Unavailable / Idle
- Break

**Call Abandon Reports:**

- Percentage of calls that were abandoned
- Average wait time for a call to be abandoned
- The longest a customer waited before they abandoned their call

**Call Detail Records:**

- When the call took place
- Who called (through caller ID recognition)?
- How long the call was "on hold"
- How long the call lasted

**Call Transfer / Call Direction Reports:**

- Total number of calls received/made
- Total call duration
- Average call duration
- Longest call duration

**Inbound Call Summary:**

- Months of the year
- Days of the week
- Hours of the day

**Queue Activity Reports:**

- Average wait time before calls were answered
- Longest wait time before a call was answered
- How many calls were handled across each queue?
- Total calls that met service level agreement

15. **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:**

TSCTI will provide the access to its Automatic Call Distributor (ACD) software called CallConnect. We will provide complete training to the DHHS staff so that they can view real-time wait times and available call capacity.

16. **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:**

TSCTI has developed an in-house Customer Relationship Management system called CallConnect. CallConnect is capable to offer Skills Based Routing; Automate Call Routing; Call Back Options; Web Chat; Customer Surveys; Automated Call Distribution; Providing phone trees; Pulling up customer contact information for both inbound and outbound calls and more.



**4. Completed State Cost Proposal Template.**

TSCTI has uploaded the Cost Proposal excel separately.



## Completed Sections II through VII

### 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:
AME			

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:
AME			

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:
AME			

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; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

**E. BEGINNING OF WORK**





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

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:
AME			

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:
AME			

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:
AME			

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:
AME			

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:
AME			

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	NOTES/COMMENTS:



		Solicitation Response (Initial)	
AME			

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:
AME			

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:
AME			

**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:
AME			

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:
AME			

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:
AME			

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:
AME			

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:



AME			
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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;
  - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
  - e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
  - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
  - g. Contractor intentionally discloses confidential information;
  - h. Contractor has or announces it will discontinue support of the deliverable; and,
  - i. In the event funding is no longer available.

**U. CONTRACT CLOSEOUT**

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

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 Contractor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Contractor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,



7. Return all data in a mutually acceptable format and manner.

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



**III. CONTRACTOR DUTIES**

**A. INDEPENDENT CONTRACTOR / OBLIGATIONS**

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

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:
AME			

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 [https://das.nebraska.gov/materiel/purchase\\_bureau/vendor-info.html](https://das.nebraska.gov/materiel/purchase_bureau/vendor-info.html)
- 2.The completed United States Attestation Form should be submitted with the solicitation response.
- 3.If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor’s lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
- 4.The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

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

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

**D. COOPERATION WITH OTHER CONTRACTORS**

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



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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**

<b>Accept (Initial)</b>	<b>Reject (Initial)</b>	<b>Reject &amp; Provide Alternative within Solicitation Response (Initial)</b>	<b>NOTES/COMMENTS:</b>
<b>AME</b>			

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**

<b>Accept (Initial)</b>	<b>Reject (Initial)</b>	<b>Reject &amp; Provide Alternative within Solicitation Response (Initial)</b>	<b>NOTES/COMMENTS:</b>
<b>AME</b>			

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**

<b>Accept (Initial)</b>	<b>Reject (Initial)</b>	<b>Reject &amp; Provide Alternative within Solicitation Response (Initial)</b>	<b>NOTES/COMMENTS:</b>
<b>AME</b>			

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 evidence 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 and not renewed or replaced 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.

If the Contractor carries higher limits than are required herein, the higher limits shall be available to pay covered claims

### **1. WORKERS' COMPENSATION INSURANCE**

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

### **2. COMMERCIAL GENERAL LIABILITY INSURANCE**

The Contractor shall take out and maintain during the life of this contract Commercial General Liability Insurance as shall protect Contractor 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 and Advertising 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.**



<b>REQUIRED INSURANCE COVERAGE</b>	
<b>COMMERCIAL GENERAL LIABILITY</b>	
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 Liability	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included [Maximus is not performing construction nor industrial work]
Independent Contractors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits satisfy the higher limit.</i>	
<b>WORKER'S COMPENSATION</b>	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
<b>UMBRELLA/EXCESS LIABILITY</b>	
Over Primary Commercial General, Automobile, and Employers Liability Insurance	\$5,000,000 per occurrence
<b>COMMERCIAL CRIME</b>	
Crime/Employee Dishonesty Including 3rd Party Loss	\$1,000,000
<b>CYBER LIABILITY</b>	
Breach of PII or PHI, Failure to Secure a Computer System, Denial of Service Attacks, Regulatory Fines and Penalties related to a breach of PII or PHI, Introduction of Malicious Code, and to restore, recreate and recollect electronic data or to determine whether electronic data can or cannot be restored, recreated or recollected; and Media Content Liability	\$10,000,000
<b>COI SUBROGATION WAIVER LANGUAGE</b>	
Waiver of Subrogation granted in favor of Certificate Holder in accordance with policy provisions of General Liability, Automobile Liability, Professional	
<b>COI LIABILITY LANGUAGE</b>	
<del>"Commercial General Liability &amp; policy shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self insurance carried by the State shall be considered secondary and non-contributory as additionally insured."</del>	

**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:
AME			

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:
AME			

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:
AME			

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://nita.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the





Contractor’s performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

**L. DISASTER RECOVERY/BACK UP PLAN**

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

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:
AME			

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:
AME			

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:
AME			



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:
AME			

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.



**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:
AME			

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:
AME			

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:
AME			

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.



**Attachment 1 -- Form A - Bidder Proposal Point of Contact**

**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:	22nd Century Technologies, Inc.
Bidder Address:	8251 Greensboro Drive, Suite 900, McLean, VA 22102
Contact Person & Title:	Anne Marie Eaton, Administrator
E-mail Address:	sledproposals@tscti.com
Telephone Number (Office):	888-998-7284
Telephone Number (Cellular):	888-998-7284
Fax Number:	732-537-0888

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:	22nd Century Technologies, Inc.
Bidder Address:	8251 Greensboro Drive, Suite 900, McLean, VA 22102
Contact Person & Title:	Sandeep Singh, Account Director
E-mail Address:	sledproposals@tscti.com
Telephone Number (Office):	888-998-7284
Telephone Number (Cellular):	888-998-7284
Fax Number:	732-537-0888





Attachment 2 – Form B Request for Proposal for Contractual Services

Original Attachment 2 – Form B Request for Proposal for Contractual Services form signed manually in ink or by DocuSign;

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

Table with 2 columns: Field Name and Value. Fields include FIRM, COMPLETE ADDRESS, TELEPHONE NUMBER, FAX NUMBER, DATE, SIGNATURE, and TYPED NAME & TITLE OF SIGNER.



Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
11/21/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed.
PRODUCER: Technology Insurance Associates
INSURED: 22nd Century Technologies Inc
CONTACT NAME: Benjamin Levenson
PHONE (A/C, No, Ext): (888) 242-4675
FAX (A/C, No): (732) 862-1177
E-MAIL ADDRESS: Ben@insureyourcompany.com
INSURER(S) AFFORDING COVERAGE: INSURER A: Atlantic Specialty Insurance Company, INSURER B: United Wisconsin Insurance Company, INSURER C: Hartford Insurance, INSURER D: Chubb -Federal Insurance Company, INSURER E: , INSURER F:

COVERAGES CERTIFICATE NUMBER: 166012 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liability, Workers Compensation and Employers' Liability, Professional Liability/E&O, 3rd Party Fidelity Crime Bond, Cyber Liability, and EPL-Employment Practices Liab.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER: State of Nebraska, Department of Health and Human Services
CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE: Benjamin Levenson

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ACORD 25 (2016/03)
CERT NO:166012

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Benjamin Levenson
11/21/2022

**ATTACHMENT 4  
COST PROPOSAL SHEET**

**Bidder Name** **22nd Century Technologies, Inc.**

**ONE TIME COST**

Startup Plan/Implementation  
Cost

<b>\$</b>	<b>70,000.00</b>
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**PASS THROUGH COSTS**

Cost per page, single sided  
printing

<b>\$</b>	<b>0.32</b>
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Training Cost Per Hour/Per  
Person

<b>\$</b>	<b>65.00</b>
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Note: Mailing cost will be reimbursed per current US Postal rates with no additional markup.

**COST PER CALL FOR INITIAL THREE YEAR PERIOD**

Service	AHT	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
<b>Inbound</b>	A	11:00-15:00	6,000-16,999	\$ 8.10	17,000-27,999	\$ 9.30	28,000-40,000	\$ 10.14
	B	15:01-20:00	1,400-3,599	\$ 11.80	3,600-5,799	\$ 14.40	5,800-8,000	\$ 15.70
	C	20:01-25:00	1,400-3,599	\$ 14.75	3,600-5,799	\$ 18.00	5,800-8,000	\$ 19.62
	D	25:01-30:00	1,400-3,599	\$ 17.70	3,600-5,799	\$ 21.60	5,800-8,000	\$ 23.54
	E	30:01-35:00	1,400-3,599	\$ 25.20	3,600-5,799	\$ 25.20	5,800-8,000	\$ 27.47
<b>Outreach</b>	A	8:00 -12:00	1,400-3,599	\$ 7.32	3,600-5,799	\$ 8.88	5,800-8,000	\$ 9.68
	B	12:01 - 16:00	1,400-3,599	\$ 9.76	3,600-5,799	\$ 11.84	5,800-8,000	\$ 12.91
	C	16:01 - 20:00	1,400-3,599	\$ 12.20	3,600-5,799	\$ 14.80	5,800-8,000	\$ 16.13
<b>Back Office Processing</b>	A	4:00-8:00	1,400-3,599	\$ 4.08	3,600-5,799	\$ 4.72	5,800-8,000	\$ 5.14

B	8:01 - 12:00	1,400-3,599	\$ 6.12	3,600-5,799	\$ 7.08	5,800-8,000	\$ 7.72
C	12:01-16:00	1,400-3,599	\$ 8.16	3,600-5,799	\$ 9.44	5,800-8,000	\$ 10.29

**COST PER CALL FOR RENEWAL PERIOD 1**

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
<b>Inbound</b>	A	11:00-15:00	6,000-16,999	\$ 8.26	17,000-27,999	\$ 9.49	28,000-40,000	\$ 10.34
	B	15:01-20:00	1,400-3,599	\$ 12.04	3,600-5,799	\$ 14.69	5,800-8,000	\$ 16.01
	C	20:01-25:00	1,400-3,599	\$ 15.05	3,600-5,799	\$ 18.36	5,800-8,000	\$ 20.01
	D	25:01-30:00	1,400-3,599	\$ 18.05	3,600-5,799	\$ 22.03	5,800-8,000	\$ 24.01
	E	30:01-35:00	1,400-3,599	\$ 25.70	3,600-5,799	\$ 25.70	5,800-8,000	\$ 28.02
<b>Outreach</b>	A	8:00 -12:00	1,400-3,599	\$ 7.47	3,600-5,799	\$ 9.06	5,800-8,000	\$ 9.87
	B	12:01 - 16:00	1,400-3,599	\$ 9.96	3,600-5,799	\$ 12.08	5,800-8,000	\$ 13.17
	C	16:01 - 20:00	1,400-3,599	\$ 12.44	3,600-5,799	\$ 15.10	5,800-8,000	\$ 16.45
<b>Back Office Processing</b>	A	4:00-8:00	1,400-3,599	\$ 4.16	3,600-5,799	\$ 4.81	5,800-8,000	\$ 5.24
	B	8:01 - 12:00	1,400-3,599	\$ 6.24	3,600-5,799	\$ 7.22	5,800-8,000	\$ 7.87
	C	12:01-16:00	1,400-3,599	\$ 8.32	3,600-5,799	\$ 9.63	5,800-8,000	\$ 10.50

**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
<b>Inbound</b>	A	11:00-15:00	6,000-16,999	\$ 8.43	17,000-27,999	\$ 9.68	28,000-40,000	\$ 10.55
	B	15:01-20:00	1,400-3,599	\$ 12.28	3,600-5,799	\$ 14.98	5,800-8,000	\$ 16.33
	C	20:01-25:00	1,400-3,599	\$ 15.35	3,600-5,799	\$ 18.73	5,800-8,000	\$ 20.41
	D	25:01-30:00	1,400-3,599	\$ 18.41	3,600-5,799	\$ 22.47	5,800-8,000	\$ 24.49
	E	30:01-35:00	1,400-3,599	\$ 26.21	3,600-5,799	\$ 26.21	5,800-8,000	\$ 28.58
<b>Outreach</b>	A	8:00 -12:00	1,400-3,599	\$ 7.62	3,600-5,799	\$ 9.24	5,800-8,000	\$ 10.07
	B	12:01 - 16:00	1,400-3,599	\$ 10.16	3,600-5,799	\$ 12.32	5,800-8,000	\$ 13.43
	C	16:01 - 20:00	1,400-3,599	\$ 12.69	3,600-5,799	\$ 15.40	5,800-8,000	\$ 16.78
<b>Back Office Processing</b>	A	4:00-8:00	1,400-3,599	\$ 4.24	3,600-5,799	\$ 4.91	5,800-8,000	\$ 5.34
	B	8:01 - 12:00	1,400-3,599	\$ 6.36	3,600-5,799	\$ 7.36	5,800-8,000	\$ 8.03
	C	12:01-16:00	1,400-3,599	\$ 8.49	3,600-5,799	\$ 9.82	5,800-8,000	\$ 10.71



**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
<b>Inbound</b>	A	11:00-15:00	6,000-16,999	\$ 8.60	17,000-27,999	\$ 9.87	28,000-40,000	\$ 10.76
	B	15:01-20:00	1,400-3,599	\$ 12.53	3,600-5,799	\$ 15.28	5,800-8,000	\$ 16.66
	C	20:01-25:00	1,400-3,599	\$ 15.66	3,600-5,799	\$ 19.10	5,800-8,000	\$ 20.82
	D	25:01-30:00	1,400-3,599	\$ 18.78	3,600-5,799	\$ 22.92	5,800-8,000	\$ 24.98
	E	30:01-35:00	1,400-3,599	\$ 26.73	3,600-5,799	\$ 26.73	5,800-8,000	\$ 29.15
<b>Outreach</b>	A	8:00 -12:00	1,400-3,599	\$ 7.77	3,600-5,799	\$ 9.42	5,800-8,000	\$ 10.27
	B	12:01 - 16:00	1,400-3,599	\$ 10.36	3,600-5,799	\$ 12.57	5,800-8,000	\$ 13.70
	C	16:01 - 20:00	1,400-3,599	\$ 12.94	3,600-5,799	\$ 15.71	5,800-8,000	\$ 17.12
<b>Back Office Processing</b>	A	4:00-8:00	1,400-3,599	\$ 4.32	3,600-5,799	\$ 5.01	5,800-8,000	\$ 5.45
	B	8:01 - 12:00	1,400-3,599	\$ 6.49	3,600-5,799	\$ 7.51	5,800-8,000	\$ 8.19
	C	12:01-16:00	1,400-3,599	\$ 8.66	3,600-5,799	\$ 10.02	5,800-8,000	\$ 10.92