

From: [Sled Proposals](#)
To: [Mcconnell, Kyle](#)
Cc: [NDOL Procurement](#); [Sled Proposal](#)
Subject: RE: 121962 -o3 Solicitation response
Date: Wednesday, August 13, 2025 2:41:50 PM
Attachments: [image001.png](#)
[Attachment # 1 Required Responses_Redacted.pdf](#)
[Technical_Redacted.pdf](#)

Good afternoon, Kyle,

Thank you for the opportunity to submit confidential/proprietary information to NDOL. Below, TSCTI has provided the sections that are proprietary or confidential, along with the corresponding statements. Redacted files are attached.

Technical File

Section	Page #	Description (proprietary or confidential)	Statement on Competitive Advantage (1) & Competitors (2)
Banking Organization Reference	2	Confidential	Could allow our competitors (MAXIMUS, Inc. and AnswerNet, Inc.) to assess our financial stability and replicate our vendor relationships.
h. Summary of Bidder's Corporate Experience	5-Apr	Confidential	Could enable our competitors (MAXIMUS, Inc. and AnswerNet, Inc.) to match our proven service delivery methods and target the same client sectors, reducing our competitive advantage.
i. Highlight the similarities between the bidder's experience and this Solicitation	6-May	Confidential	Could help our competitors (MAXIMUS, Inc. and AnswerNet, Inc.) mirror our most relevant past performance examples, allowing them to appear equally experienced in similar projects.
j. Summary of Bidder's Proposed Personnel/ Management Approach	9-Jul	Confidential	Could allow our competitors (MAXIMUS, Inc. and AnswerNet, Inc.) to adopt our team structure, leadership strategies, and staffing models, improving their operational efficiency.
a. Understanding of the business requirements	13	Proprietary information about our tools. Client names are confidential.	Could allow our competitors (MAXIMUS, Inc. and AnswerNet, Inc.) to replicate our proprietary tools and approaches, and use client names to directly pursue our existing relationships.
b. Detailed project work plan	14 - 19	Proprietary to TSCTI	Could enable our competitors (MAXIMUS, Inc. and AnswerNet, Inc.) to duplicate our execution timelines, milestone planning, and strategies for faster and more cost-effective delivery.
Financial Statement 2024	33 – 48	Confidential	Could give our competitors (MAXIMUS, Inc. and AnswerNet, Inc.) information they could use to offer lower prices or market directly against us.

Attachment #1, Required Responses

Section	Page #	Description (proprietary or confidential)	Statement on Competitive Advantage (1) & Competitors (2)
6.b	1	Proprietary information about our tools.	Could allow our competitors (MAXIMUS, Inc. and AnswerNet, Inc.) to replicate our technical capabilities, enabling them to compete more effectively for similar contracts.
3.a i thru iv	1	Proprietary information about our tools.	Could help our competitors (MAXIMUS, Inc. and AnswerNet, Inc.) imitate our processes.
5.b. iii a) thru e)	1	Proprietary information about our tools.	Could enable our competitors (MAXIMUS, Inc. and AnswerNet, Inc.) to match our operational standards.
6. a i-vi	2-Jan	Proprietary information about our tools.	Could allow our competitors (MAXIMUS, Inc. and AnswerNet, Inc.) to enhance their systems using our methods.
7. a. to 3.A.v.	2	Proprietary information about our tools.	Could allow our competitors (MAXIMUS, Inc. and AnswerNet, Inc.) to use our strategies for improved service delivery.
3.B. iv to 3.C. ix.	2	Proprietary information about our tools.	Could allow our competitors (MAXIMUS, Inc. and AnswerNet, Inc.) to duplicate our processes.
3.D. ii to 3. F.v.	3	Proprietary information about our tools.	Could help our competitors (MAXIMUS, Inc. and AnswerNet, Inc.) adopt our proprietary systems.

Thanks & Regards
Jack Watson
22nd Century Technologies Inc.
CMMI level 3 Certified
Office: 908-765-0002 Ext 304

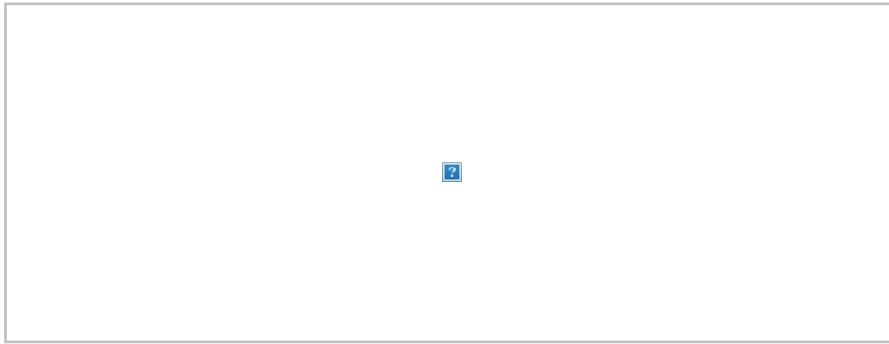
22nd Century Technologies Inc is an Equal Employment Opportunity and Affirmative Action employer.

From: Mcconnell, Kyle <Kyle.Mcconnell@nebraska.gov>
Sent: Tuesday, August 12, 2025 3:15 PM
To: Sled Proposal <sledproposals@tscti.com>
Cc: NDOL Procurement <NDOL.Procurement@nebraska.gov>
Subject: 121962 -o3 Solicitation response

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

Thank you for submitting a response to 121962 -o3 for the purpose of selecting a qualified bidder to provide call center support for Unemployment Insurance services . As part of your proposal, you have included some of the contents as proprietary or confidential.

Per the first page of 121962 -o3, the following information pertains to any information that the bidder has marked as proprietary or confidential, as it is State policy to post all responses:



If you assert that certain information is still proprietary or confidential, please provide a redacted copy of your proposal along with your response.

If you do not respond before **Thursday, August 14th, 2025, at 12:00 pm CT**, the State will consider the information to not be proprietary or confidential.

In order to determine if the claim to proprietary is valid, please provide a statement as to 1) what demonstrated advantage business competitors would have if they had access to the information marked proprietary or confidential, and 2) what specific competitors may gain such advantage. A statement for each item/response/section is needed – not just a general blanket statement as to how it is all proprietary or confidential.

Please be advised that this is not a guarantee the State will withhold anything or accept your company's designation, and the process will occur more quickly if your company narrows down the designated information.

Thank you,

Kyle McConnell, C.L.S.S.G. B.
Procurement Contracts Officer

Nebraska Department of Labor
550 S. 16th Street
Lincoln, NE 68508-4600
Office Phone: 402-471-9944

doi.nebraska.gov | [Facebook](#) | [X](#)

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22nd Century Technologies, Inc.

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



SUPPORT

**Response to
Request for Proposal
RFP #121962 O3
NDOL Call Center Support for
Unemployment Insurance Services**

Due Date and Time: June 27, 2025, 2:00 p.m. Central Time

**Submitted to:
State of Nebraska Department of Labor
550 South 16th Street
Lincoln, NE 68508**

Attn.: Kyle McConnell Procurement Contract Officer

Telephone: 402-471-9944

E-Mail: ndol.procurement@nebraska.gov

Submitted by:

22nd Century Technologies, Inc.

Headquarter: 8251 Greensboro Drive, Suite 900, McLean, VA 22102

Phone: 866-537-9191 Ext 2 | 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. Corporate Overview

a. Bidder Identification and Information

The bidder should provide the full company or corporate name, address of the company's headquarters, website, 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.

Full company or corporate name	22nd Century Technologies, Inc.
Address of the company's headquarters	8251 Greensboro Drive, Suite 900, McLean, VA 22102
Website	www.tscti.com
Entity organization (corporation, partnership, proprietorship),	Corporation
State in which the bidder is incorporated or otherwise organized to do business,	State of Delaware
Year in which the bidder first organized to do business and whether the name and form of organization has changed since first organized.	1997, Neither name nor form of organization has changed since it was first organized.

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 solicitation 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.

TSCTI is a privately held Corporation operation since 1997, currently employs over 6,000 professionals nationwide, and serves over 350 clients, including multiple federal, state, and local government agencies. We hold expertise in providing services in the areas of Call Center Services, Staffing Services, Consulting Services, Managed Services, Payroll Services, MSP, and more.

TSCTI is a financially stable and growing company. In the year 2024, we were financially evaluated at **\$475+ Million**. TSCTI does not have any pending mergers or financial liabilities that may affect this current contract. TSCTI currently has a credit line of **\$11 million** and has the required financial capacity to provide the services. TSCTI states that it has never filed bankruptcy, pending litigation, planned office closures, or an impending merger and possesses the necessary financial capacity, working capital, and other resources to carry out the capital, operating, planning, and future maintenance activities listed in the solicitation, without assistance from an external source. We do not have any short-term or long-term debts.

Banking Organization Reference

Company Name	Bank of America
Company Mailing Address	NJ7-550-04-02 – 194 Wood Ave South Iselin NJ, 08830
Contact Person Name	[REDACTED]
Contact Person Phone	[REDACTED]
Contact Person Email	[REDACTED]

TSCTI acknowledges that the State may elect to use a third party to conduct credit checks as part of the corporate overview evaluation and will cooperate as needed. TSCTI has attached its Financial Statement for 2024 at the end of this proposal.

c. Change of Ownership

If any change in ownership or control of the company is anticipated during the twelve (12) months following the solicitation response 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.

At this time, no change in ownership or control of the company is anticipated during the twelve (12) months following the solicitation response due date. Should such a change occur in the future, we will promptly notify the State in accordance with the solicitation requirements.



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.

We will utilize our dedicated Call Center facility located at **501 Wilson Lane, Elkins, WV 26241**, which will be supported by our Headquarters at **8251 Greensboro Drive, Suite 900, McLean, VA 22102**, to perform all contract-related work.

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 solicitation 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.

The bidder has not had any dealings or contracts with the State of Nebraska in the past five (5) years. Neither the organization, its predecessor entities, nor any parties named in this solicitation response have entered into any contractual agreements with the State during this period.

f. Bidder's Employee Relations to State

If any Party named in the bidder's solicitation 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.

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 solicitation response 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 solicitation. If no such relationship exists, so declare.

No party named in TSCTI's solicitation response has been employed by the State of Nebraska within the past twelve (12) months. Furthermore, as of the due date for submission of this solicitation response, no employee of any agency of the State of Nebraska is employed by TSCTI or engaged as a subcontractor to TSCTI.

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 bidder 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 solicitation response 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 has not experienced any contract termination for default during the past five (5) years. Additionally, TSCTI has not had any contracts terminated for convenience, non-performance, non-allocation of funds, or any other reason during this period.

h. Summary of Bidder's Corporate Experience

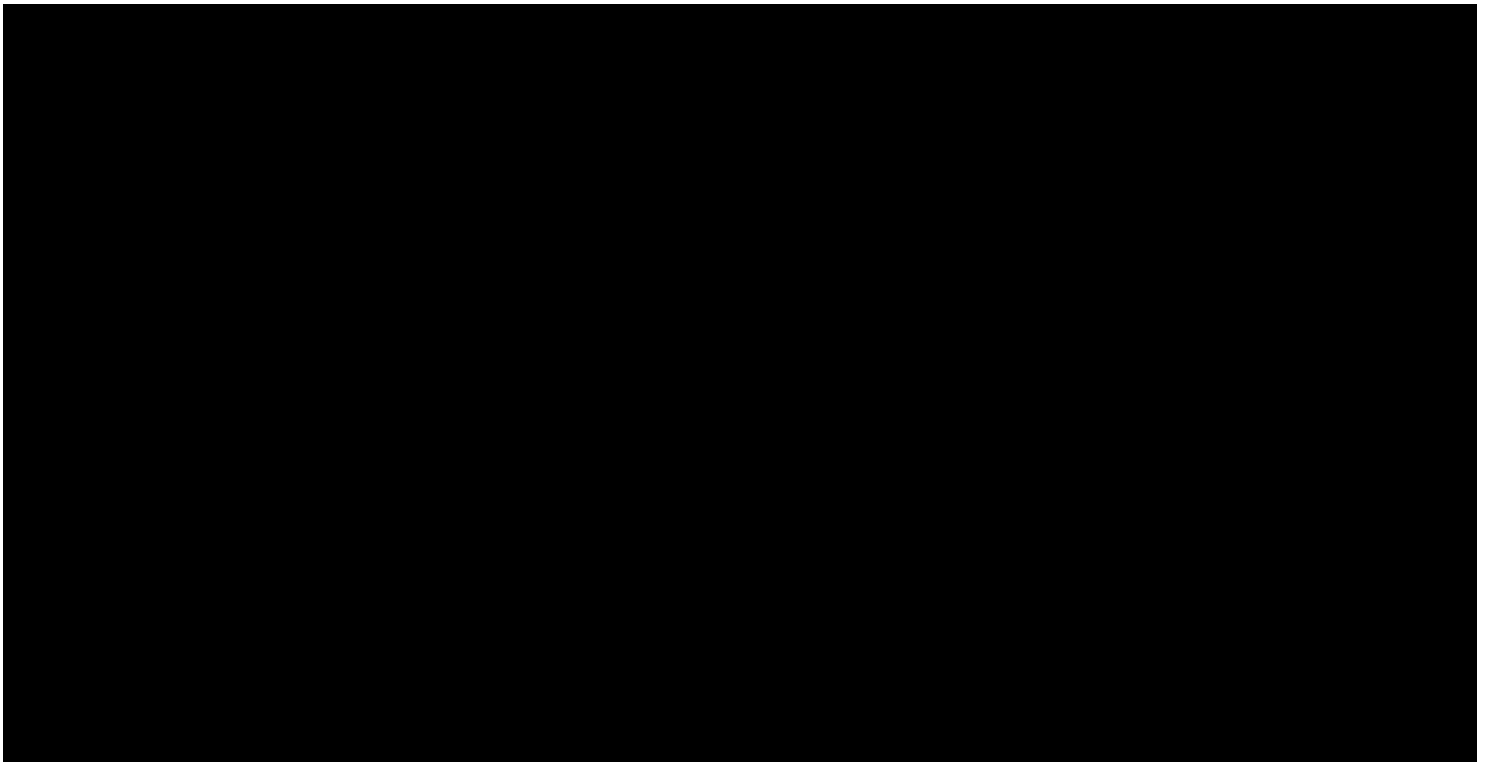
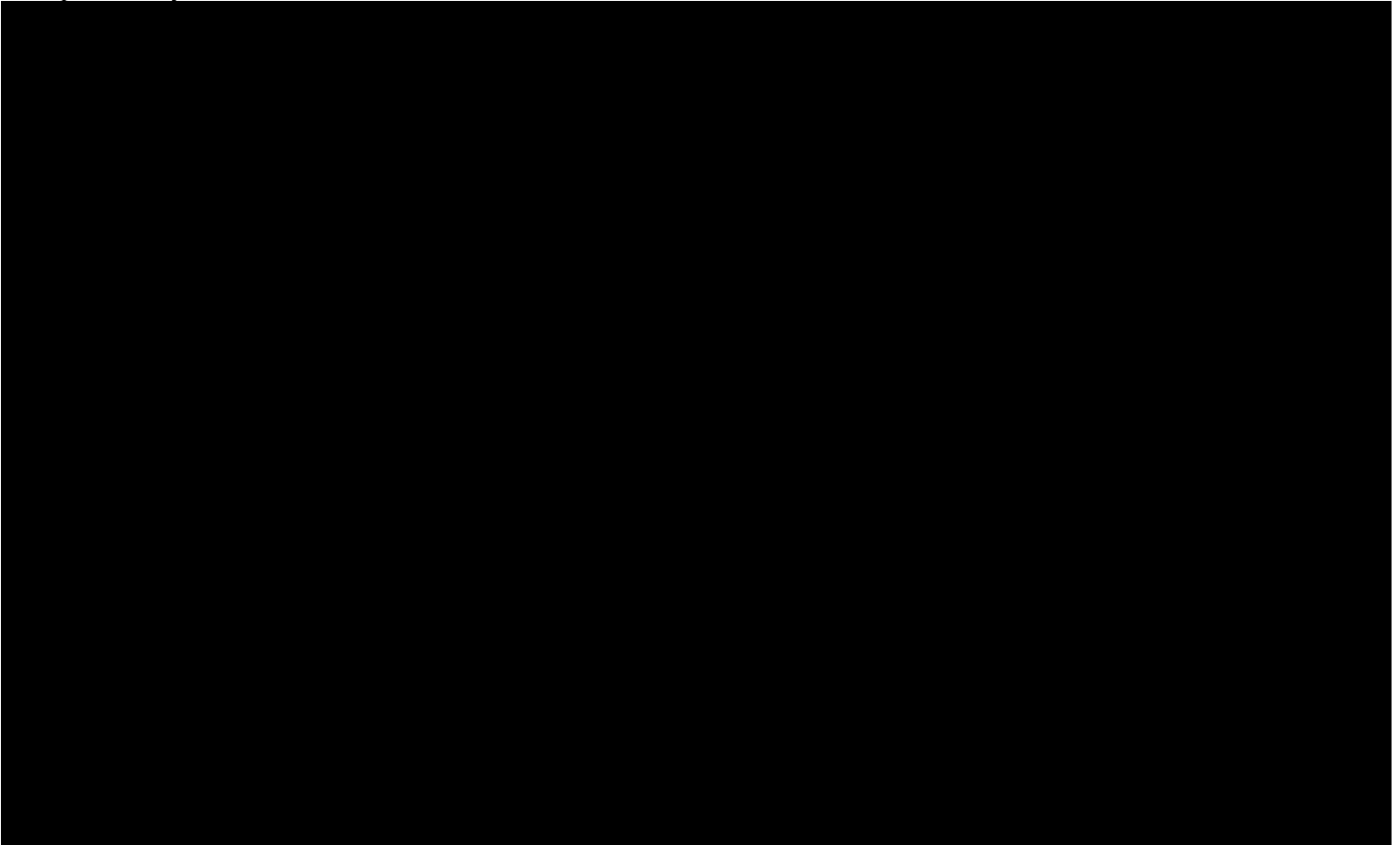
The bidder should provide a summary matrix listing the bidder's previous projects similar to this Solicitation in size, scope, and complexity including call center services for government agencies, unemployment insurance programs or projects similar thereto. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the solicitation response.

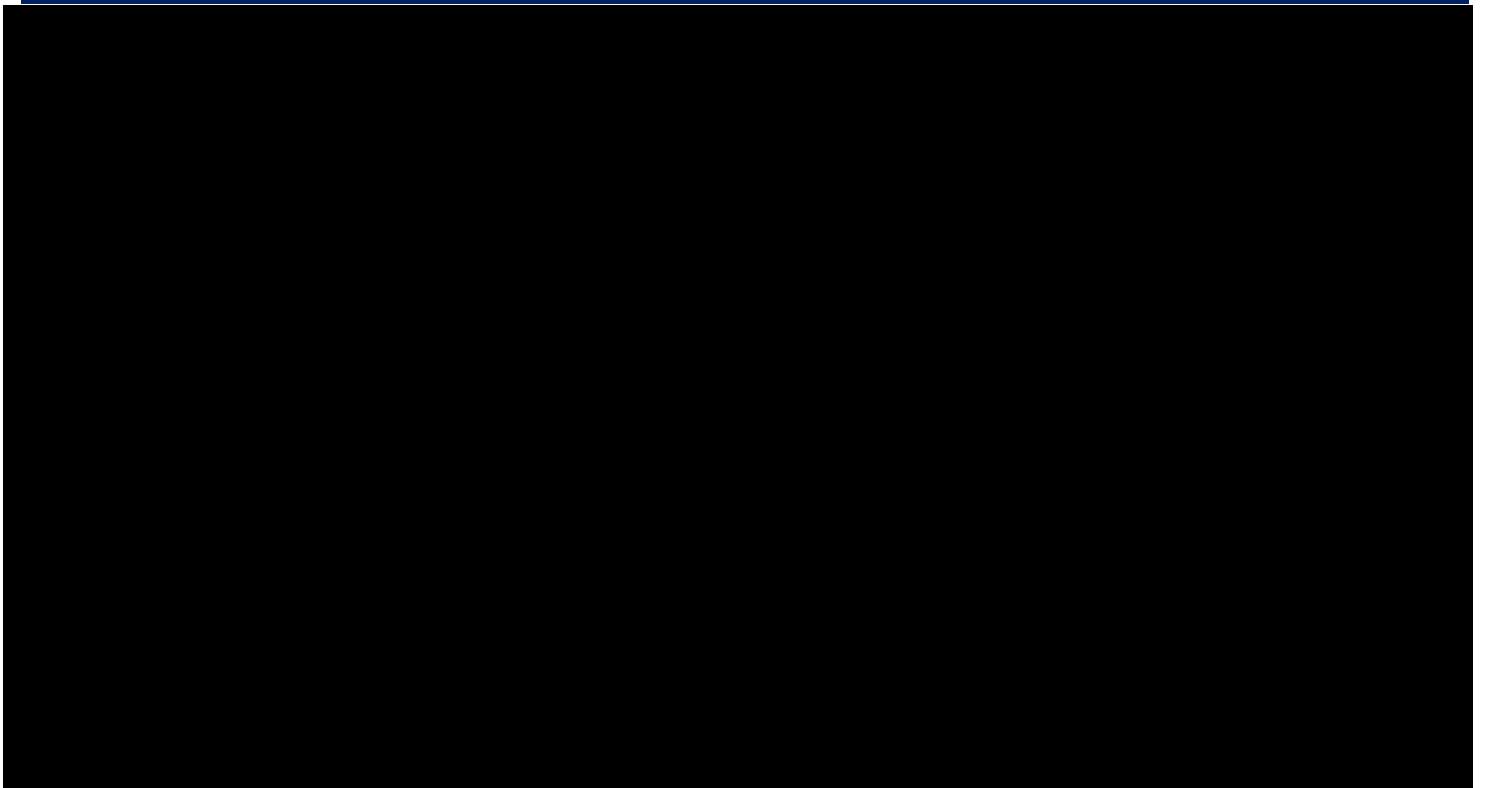
The bidder should provide three (3) references for call center services provided. Include contact name, phone number, email address, length of relationship, and a brief overview of the services provided. Bidder should also describe its company culture and how it aligns with this solicitation.



The bidder should address the following:

TSCTI has over a decade of experience in implementing and delivering Call Center Services to various Federal, State, and local government agencies in the U.S. TSCTI has over 20 large single-award contracts and understands the criticality and dependability of customers.

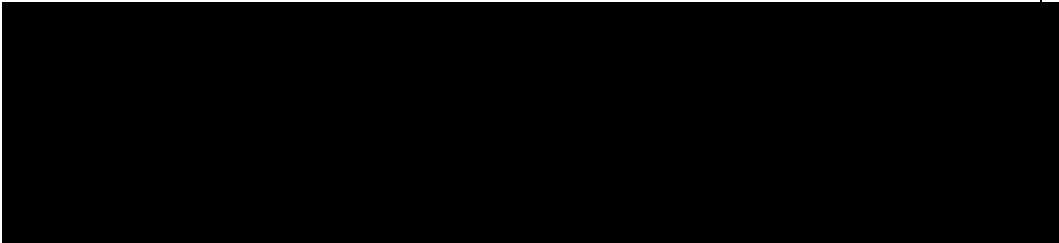





i. Highlight the similarities between the bidder's experience and this Solicitation

Provide narrative descriptions to highlight the similarities between the bidder's experience and this Solicitation. These descriptions should include:

Reference #1

a) The time period of the project,	Feb 2020 - Present
b) The scheduled and actual completion dates,	Ongoing The project is currently active
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 Vendor or as a subcontractor. If a bidder performed as the prime Vendor, 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.	<ul style="list-style-type: none">• Role: Prime Vendor• Originally Scheduled Completion Date: Ongoing (no fixed end date)• Originally Scheduled Budget: \$500,000+• Actual (or Currently Planned) Completion Date: N/A – Project is active• Actual (or Currently Planned) Budget: \$500,000+

Reference #2



NDOL Call Center Support for Unemployment Insurance Services

a) The time period of the project,	February 2023 – Present
b) The scheduled and actual completion dates,	Ongoing (initial term February 2023 – Present) Actual Completion Date: Project is currently active and ongoing
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 Vendor or as a subcontractor. If a bidder performed as the prime Vendor, 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.	
	<ul style="list-style-type: none">• Role: Prime Vendor• Originally Scheduled Completion Date: Ongoing contract; performance reviewed annually• Originally Scheduled Budget: \$200,000+• Actual (or Currently Planned) Completion Date: N/A – Project is active• Actual (or Currently Planned) Budget: \$200,000+

Reference #3

a) The time period of the project,	October 2023 – Present
b) The scheduled and actual completion dates,	Scheduled Completion Date: Ongoing (multi-year contract) Actual Completion Date: Not applicable (project is active and on schedule)
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 Vendor or as a subcontractor. If a bidder performed as the prime Vendor, 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.*

- Role: Prime Vendor
- Originally Scheduled Completion Date: Ongoing contract
- Originally Scheduled Budget: \$500,000+
- Actual (or Currently Planned) Completion Date: In progress (project active and meeting performance milestones)
- Actual (or Currently Planned) Budget: \$500,000+

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

TSCTI does not utilize any subcontractors to provide the services to NDOL.

ii. *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.*

TSCTI does not utilize any subcontractors to provide the services to NDOL.

j. 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.

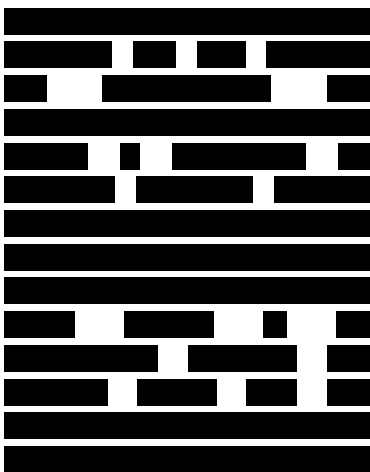
The bidder should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this Solicitation. The names and titles of the team proposed for assignment to the State project should be identified in full, with a description of the team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

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.

Our Project Management Methodology is based on our firm commitment to and use of process and process improvement methods. Our project management practices incorporate the approach of the Project Management Institute (PMI) and ensure that the task will be effectively managed. Our focus on continuous improvement has led to a mature management model. We have applied our proven management approach to similar large contracts. [REDACTED]

[REDACTED] Based on its current expertise from various government agencies in providing call center support, TSCTI has established the same organizational structure as the State. TSCTI's approach to project management is built upon a carefully designed staffing structure that serves as the framework for optimal project oversight. The figure shows the organization chart specific to the State's Call Center Services.

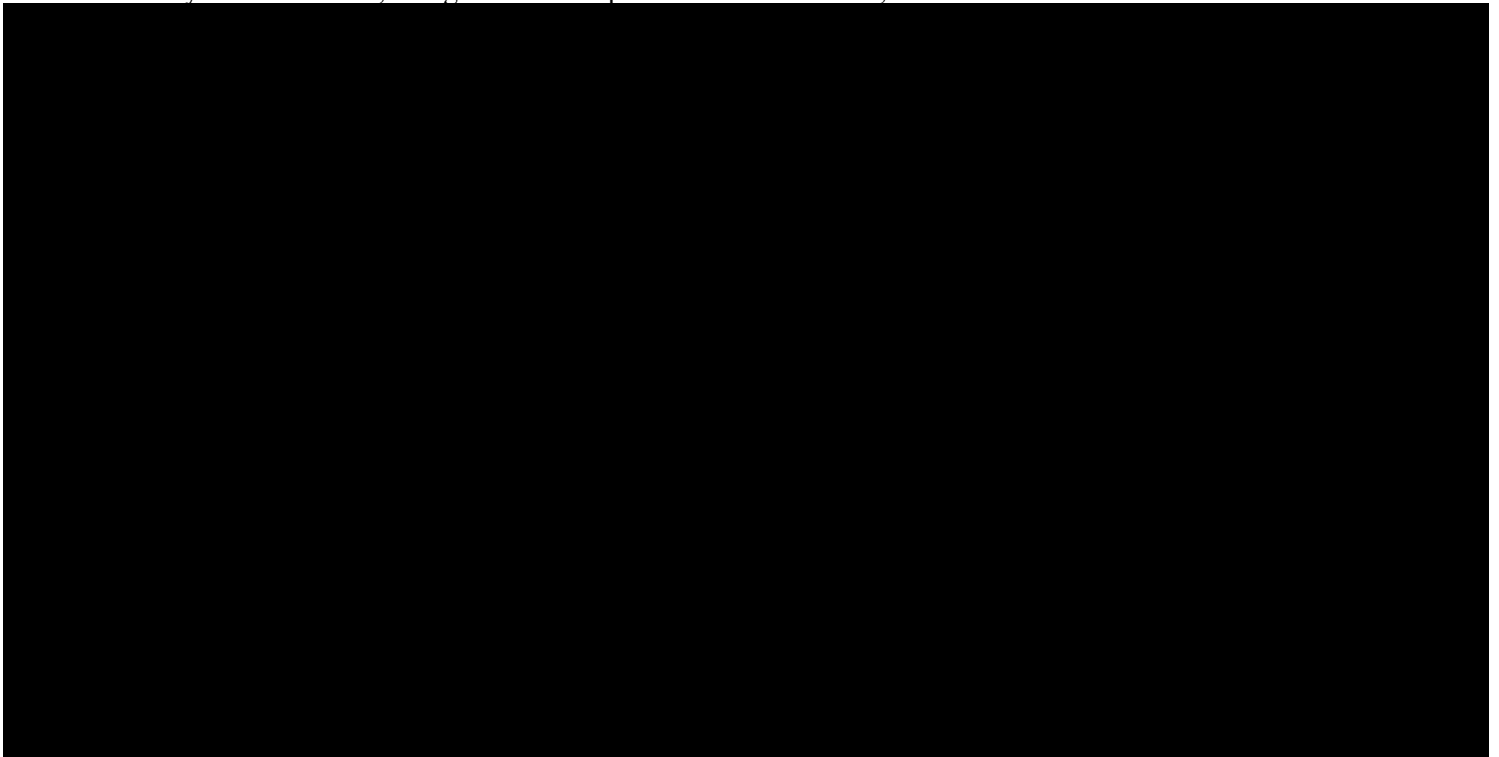




He will solicit feedback from the State's key stakeholders as part of our continuous improvement initiative. Our executive leadership can also be called upon to assist in resolving at the highest level, as warranted. This hands-on approach to our Senior Management will ensure prompt resolution of all issues that might arise and demonstrate TSCTI's total commitment to the success of the contract. Our talented and enthusiastic experts guide the State through the process to ensure transparency and efficiency.

Any changes to the proposed personnel will be implemented only upon prior written approval from the State.

TSCTI's Key team members, along with their 2 professional references, are as follows:



Resumes of our key team members are as follows:

**Mr. Jagan Pakkirisankar, Project Manager**

15+ years of experience managing and providing Call Center services for Federal, State, and local government agencies. Managed Call Centers for various government agencies, including the **United States Patent and Trademark Office, the Virginia Department of Motor Vehicles, the Virginia Department of Health, and more.** Hands-on experience with customer service center technologies, including customer relationship management systems, telephony, and network systems, quality control in a customer service center environment, and reporting procedures. Experienced in leading and managing the overall operations of more than 300-seat call centers and Multilingual Teams. Managing 24x7 operations and leading a large call center team of 100 to 300 who handle inbound and outbound phone calls, webchat, and email inquiries. Demonstrated success in a contact center environment (65% voice, 35% non-voice), managing teams and individual employees in a call center environment while effectively balancing resources to achieve desired Service Levels. Expertise in strategic planning, efficient recruitment, practical scheduling, and continuous monitoring to ensure a well-staffed and high-performing call center operation. Responsible for designing and implementing staffing strategies to meet the client's SLAs and operational requirements. He analyzed call volume trends, forecasted staffing needs, and developed recruitment plans to attract and hire qualified call center agents. Collaborate with HR and recruitment teams to source, screen, and onboard candidates, ensuring a smooth and efficient hiring process and working closely with workforce management teams to create and maintain accurate schedules that align with call volume patterns, minimizing wait times, and maximizing agent productivity. He established and monitored KPIs to track agent performance, attendance, and adherence to schedule. Implementing technology solutions, such as workforce management software and automated scheduling tools, to streamline staffing processes and optimize resource allocation.

Education

- BS in Computer Science
- Certified as Internal Auditor for Quality Systems as per ISO 9000
- Certified CMMI Auditor

Experience**Engagement/Program Manager, 22nd Century Technologies, Inc. (Feb 2007 – Present)****Responsibilities:**

- Successfully managed Customer Call Center for various government agencies including the **United States Patent and Trademark Office, Virginia Department of Motor Vehicles, Virginia Department of Health, and more,** and many more.
- Develop Call Center Staff goals and objectives, and monitor the achievement of these goals. Work with QAM/Trainer to develop and implement quality control, quality assurance, and corrective action plans. Ensure that excellent customer service is provided to consumers.
- Submit reports and perform other duties as assigned by the Engagement Director. Assume management responsibility for the project in the absence of the Engagement Director. Managing schedules and Human Resource issues.
- Accomplishes call center human resource objectives by recruiting, selecting, orienting, training, assigning, coaching, counseling, and disciplining employees; administering scheduling systems; communicating job expectations; planning, monitoring, appraising, and reviewing job contributions; planning and reviewing compensation actions; and enforcing policies and procedures.
- Scheduling adequate staff levels for various shifts and campaigns on a weekly/monthly basis in partnership with business partners.
- Maintaining high levels of performance for customer service metrics, including call answer rate, call quality, customer service ratings, order accuracy, etc. Identifying, analyzing, and resolving escalated consumer issues within the organization.
- Managing and improving operational processes, policies, & systems in support of the organization's mission & to improve efficiency & quality.
- Writing and conducting performance evaluations, making employment decisions, sets up performance goals and targets for the assigned team.
- Conduct regular training to ensure performance expectations are met. Monitor customer interactions across calls, emails, and chats for accuracy and consistency. Ensure timely and professional call handling within agreed service levels.
- Creating reports, metrics, and budget plans. Preparing reports and analyzing call center data to improve processes, ensure resources are properly allocated, and maximize efficiency and customer satisfaction. Managing SLA as set up with customers, both internal and external.
- Contributing to long- and short-term planning, which includes planning for initiatives geared toward operational excellence. Managing the Call Center team to achieve service level and abandonment goals, including forecasting and scheduling.
- Managing overall operations of a more than 300-seat call center and Bilingual Team. Responsible for maintaining 24x7 operations and leading a large call center team of 100 to 200 who handle inbound and outbound phone calls, webchat, and email inquiries.
- Work with IT and security teams to integrate secure communication technologies, such as encrypted messaging and multi-factor authentication, to enhance the privacy and security of both customer and call center agent communications.
- Monitor call center interactions to ensure all customer service activities meet security protocols, including verifying that appropriate verification steps are followed during inbound and outbound calls, email correspondence, & web chats. Collaborate with compliance teams to ensure the call center remains up to date with the industry's best practices & government regulations related to secure communications & data protection.
- Audit and enhance security processes to identify and mitigate vulnerabilities, ensuring policy compliance and data protection.
- Implement improvements based on audits, feedback, and incidents to strengthen customer communication security.

Prior Experience

- Program Manager/Customer Services, Outline Systems, Inc., Somerset, NJ (May 2005 – Feb 2007)
- Call Center Consultant, IGATE, (Jun 2002 – May 2005)
- Lead Call Center Representative, IT&T (May 1998 – Jun 2002)

**Mr. Hemant Sharma, Quality Assurance Manager**

Mr. Hemant Sharma brings 10+ years of extensive experience in Call Center quality assurance, having successfully led quality management initiatives for organizations such as the **United States Patent and Trademark Office, Virginia Department of Motor Vehicles, Cincinnati Metropolitan Housing Authority, OH**. He is responsible for ensuring the delivery of high-quality services while maintaining strict compliance with client's standards. Mr. Sharma oversees the evaluation of both inbound and outbound calls, assessing agent performance and adherence to our client's guidelines. He performs routine audits of call recordings and customer interactions, providing actionable feedback to agents for improvement. Collaborating closely with training and development teams, he designs tailored training programs to address performance gaps, focusing on enhancing communication skills, product knowledge, and customer service. Through his strategic oversight, he has successfully identified operational inefficiencies, analyzed data to detect trends, & recommended improvements to optimize call center processes. His commitment to quality assurance & continuous improvement has led to increased customer satisfaction, enhanced agent performance, & more efficient call center operations for our clients.

Education

- Master's in Computer Application, Aryans in Management and Technology (AIMT)
- Project Management Professional (PMP) from the Project Management Institute
- Microsoft Certified IT Professional (MCITP); Microsoft Certified Solution Associate (MCSA)
- Microsoft Certified Professional (MCP); Microsoft Certified Technology Specialist (MCTS)

Experience**Quality Assurance, 22nd Century Technologies, Inc. (Nov 2013 – Present)****Responsibilities:**

- Responsible for deploying Quality Assurance processes for various clients such as the **United States Patent and Trademark Office, Virginia Department of Motor Vehicles, Cincinnati Metropolitan Housing Authority, OH, etc.**
- Oversee and evaluate agent interactions to ensure quality, compliance, and adherence to standards while conducting routine audits of calls, emails, and chats.
- Provide constructive feedback and coaching to agents based on performance evaluations, fostering skill enhancement and service improvement.
- Develop, implement, and update QA programs that drive continuous improvement in customer service and support operations.
- Analyze key performance metrics (e.g., customer satisfaction, first call resolution) to identify trends and areas for improvement.
- Collaborate with training teams to design training programs that address quality issues and enhance agent skills, ensuring compliance with policies and regulations.
- Lead and manage the QA team, ensuring proper training, development, and integration of customer feedback into QA processes for service alignment. Identify opportunities for process improvement within the call center.
- Develop and implement a comprehensive quality monitoring program to evaluate the performance of call center agents.
- Establish clear and measurable quality standards, guidelines, and performance metrics for call center agents.
- Regularly evaluate call center agent performance based on the established quality standards.
- Collaborate with the Call Center Trainer to identify training needs and provide targeted coaching to call center agents.
- Generate regular reports on call center performance and quality metrics.
- Conduct calibration sessions with other QA team members, supervisors, and stakeholders to ensure consistency and alignment in evaluating and scoring agent performance. Analyze customer feedback and surveys to identify recurring issues, trends, or patterns.
- Monitor live or recorded calls to ensure compliance with our client's policies, procedures, and regulatory standards.
- Provide detailed feedback to agents on their performance, highlighting strengths and areas for improvement.
- Develop and maintain documentation of quality assurance procedures and evaluation criteria.
- Work closely with management to align quality assurance objectives with overall call center goals.
- Use analytical tools and software to assess call data and identify actionable insights for enhancing customer satisfaction.
- Participate in the development of agent scripts and communication templates to improve consistency and effectiveness.
- Ensure adherence to industry standards and best practices in customer service and call center operations.
- Support the implementation of new technologies or processes that improve call center efficiency and quality.
- Facilitate workshops or one-on-one sessions to share best practices and promote continuous learning among agents.
- Track the effectiveness of coaching and training initiatives by analyzing subsequent agent performance data.

Prior Experience

- SharePoint/System Administrator, Outline Systems Pvt. Ltd. (02/2009 – 11/2013)

**Ms. Tracy Ford, Trainer**

Ms. Tracy Ford has more than 8 years of experience as a Call Center Trainer. Worked with prominent clients such as the **Virginia Department of Motor Vehicles and the United States Patent and Trademark Office**. Ms. Ford has extensive experience in scripting and reviewing call center scripts to ensure they are aligned with policies, service requirements, and best practices. She works closely with subject matter experts and department managers to develop, update, and refine training materials, ensuring agents are equipped with the latest information and skills. Additionally, Ms. Ford collaborates with quality assurance teams to ensure that training outcomes meet service excellent standards, provides ongoing coaching and feedback to agents, and maintains accurate training records to ensure compliance and continuous performance improvement.

Education

- High School Diploma

Experience**Trainer, 22nd Century Technologies, Inc (Nov 2013 – Present)****Responsibilities:**

- Provided training to the Call Center Representative under the contracts of the **Virginia Department of Motor Vehicles and United States Patent and Trademark Office**.
- Develop and update training materials. Customize training programs to address specific needs and skill gaps.
- Develop and deliver training programs to enhance the skills and performance of call center agents.
- Design and update training materials, including manuals, guides, and e-learning content, to ensure they are aligned with the latest company policies and best practices.
- Provide training and guidance to call center agents and management on secure communication practices, ensuring all staff understand the importance of data privacy and adhere to organizational security protocols.
- Conduct onboarding training for new hires, ensuring they are well-equipped with the knowledge and tools needed to succeed in their roles.
- Evaluate the effectiveness of training programs through performance assessments, feedback surveys, and monitoring agent progress.
- Collaborate with the Call Center Quality Assurance team to identify training gaps and areas for improvement based on agent performance.
- Provide ongoing coaching and mentoring to agents to enhance their communication, problem-solving, and customer service skills.
- Organize refresher training sessions and continuous learning opportunities to keep agents up-to-date with changes in products, services, or processes.
- Monitor agents' learning progress and adjust training approaches to meet individual or team needs.
- Facilitate role-playing and simulation exercises to prepare agents for real-world scenarios and improve their response times.
- Work with leadership to align training programs with company goals, customer expectations, and service standards.
- Maintain records of training activities, completion rates, and agent performance for reporting and tracking purposes.
- Foster a positive learning environment that motivates agents to develop professionally and strive for continuous improvement.

Prior Experience

- Customer Service (Remote), TTEC, (Mar 2020 – Jul 2022)
- Clinical Affairs - Customer Service, Saneso, (Nov 2018 – Aug 2019)
- Customer Service Representative, IBEX Global (Sept. 2012 – Aug 2018)

k. Subcontractors

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

- name, address, and telephone number of the subcontractor(s),*
- specific tasks for each subcontractor(s),*
- percentage of performance hours intended for each subcontract; and total percentage of subcontractor(s) performance hours.*

TSCTI does not utilize any subcontractors to provide the services to NDOL.



2. Technical Proposal

a. Understanding of the business requirements;

Thank you for providing the opportunity to conduct business with the State of Nebraska Department of Labor (“NDOL”, “State”). TSCTI is pleased to respond to the Request for Proposal (RFP) 121962 O3, titled Call Center Support for Unemployment Insurance services.

Based on our two decades of experience in providing similar services to various government agencies such as [REDACTED]

[REDACTED] TSCTI understands that the NDOL is seeking a qualified and experienced vendor to provide first-tier inbound call center services to support the Unemployment Insurance (UI) Claims Center. The goal is to deliver timely, high-quality assistance to claimants seeking information or support related to their unemployment claims, while ensuring operational scalability, data security, and regulatory compliance.

TSCTI understands that the awarded vendor is responsible for handling all first-level inquiries from claimants, resolving basic questions related to claim status, documentation, or UI program guidance, and accurately scheduling callbacks for more complex issues requiring NDOL staff expertise. We understand that approximately 71,000 calls annually, including 9,000 callback requests, are expected, with seasonal peaks in call volume and higher loads on specific days and time slots.

[REDACTED] understands that the NDOL requires all services to be delivered from a secure, U.S.-based physical call center, with no remote or telework setups allowed. TSCTI understands that this is critical for safeguarding claimant data and maintaining operational integrity, and we are fully equipped to deliver from compliant, dedicated call center facilities staffed by trained, bilingual (English-Spanish) professionals. TSCTI holds *top-secret facility clearance* from both the *Department of Defense (DoD)* and the *Department of Homeland Security (DHS)*, underscoring our commitment to the highest levels of security. TSCTI has a suitable *60,000 Sq. Ft. Call Center* located in West Virginia. This facility has call center cubicles, management offices, conference rooms, training rooms, and computer and Internet infrastructure to establish the necessary connectivity. This facility is purpose-built with secure data and telecommunications rooms designed to meet strict environmental controls and prevent unauthorized access.

TSCTI acknowledges that this is a turnkey operation, and as such, that the awarded vendors will be responsible for hiring, onboarding, training, and managing all personnel, providing all necessary hardware, software, telephony, and infrastructure, maintaining secure, monitored workspaces, ensuring real-time service monitoring, performance reporting, and KPI adherence, managing a dedicated CRM platform that is configurable, report-capable, and integrated with NDOL’s Neworks system. [REDACTED]

[REDACTED] TSCTI confirms that our CRM system supports configuration changes within 24–48 hours of request, in accordance with NDOL’s requirements for flexibility and responsiveness.

TSCTI recognizes that exceptional customer service is central to NDOL’s mission and is committed to meeting or exceeding all performance expectations. [REDACTED]

[REDACTED] TSCTI will maintain an after-call work (ACW) duration of 1.5 minutes or less, ensuring efficient documentation and prompt availability for the next call. We will ensure that no caller is placed on hold for longer than 2 minutes, adhering to NDOL’s service expectations and reducing caller frustration. TSCTI will establish clear escalation paths, after-call surveys, and issue tracking that will be in place to support continuous improvement. We are maintaining similar SLAs for our various clients and will continue to maintain the same for NDOL. We understand that accurate and timely callback scheduling is a core service feature. TSCTI will ensure all callbacks are scheduled within 24 business hours, with details logged in both our CRM and the Neworks system. We will provide NDOL with daily callback summaries, weekly status reports, and immediate notifications for any missed or delayed



NDOL Call Center Support for Unemployment Insurance Services

follow-ups. Our CRM system enables NDOL staff to review, assign, and close out callback requests, with all daily callbacks assignable within 15 minutes to meet time-sensitive service needs.

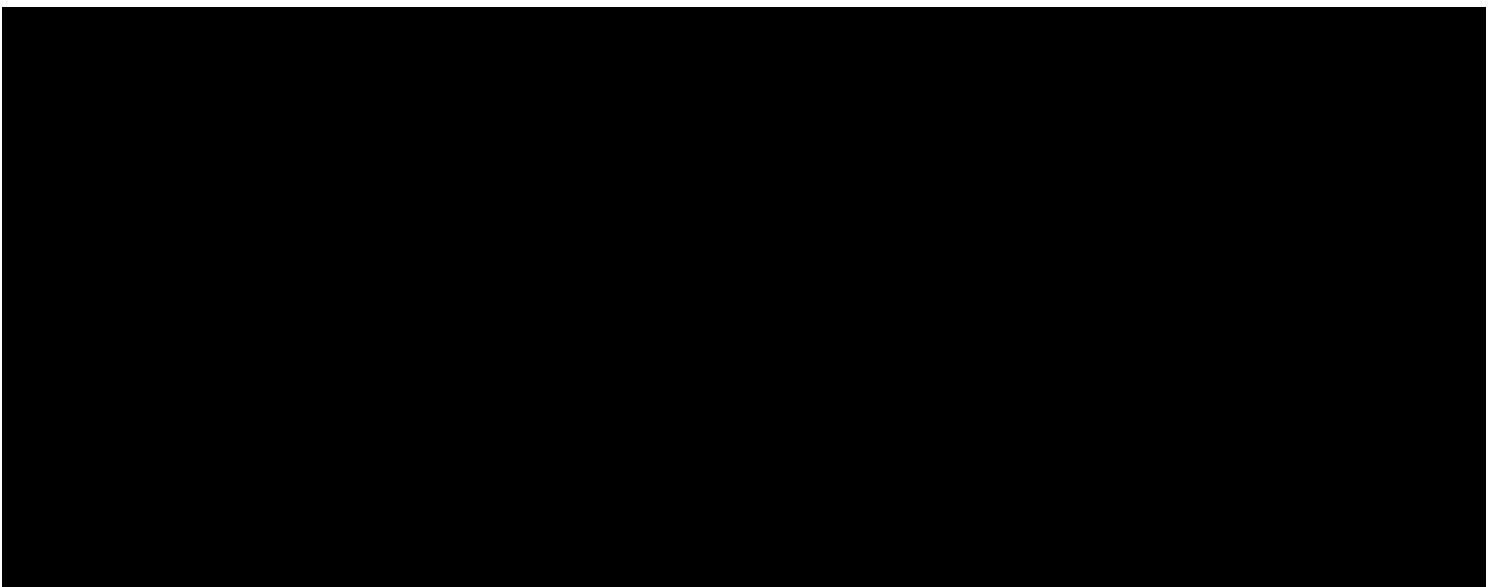
TSCTI understands that up to two weeks are required for the “Train the Trainer” training session to be conducted by NDOL, and our supervisors and information specialists will attend these sessions. Supporting NDOL’s “train-the-trainer” model, we will deliver comprehensive training for all staff covering UI policies, conflict resolution, system use, script adherence, and confidentiality. We will also implement a comprehensive QA process, including call recording, monitoring, performance feedback, and adherence to NDOL scripts and standards. TSCTI will implement an after-call survey mechanism approved by NDOL prior to deployment. Survey results will be regularly shared to support performance analysis and service enhancements. TSCTI will make all call recordings available to NDOL within 24 hours upon request and fully support on-site and online monitoring of our operations, allowing NDOL to directly observe performance and ensure transparency. To ensure accountability, TSCTI will deliver daily, weekly, and ad hoc reports, maintain a real-time KPI dashboard, and participate in regular meetings, including in-person sessions in Lincoln as needed. Our transparent communication and escalation protocols will help NDOL swiftly address any issues and maintain high-quality service.

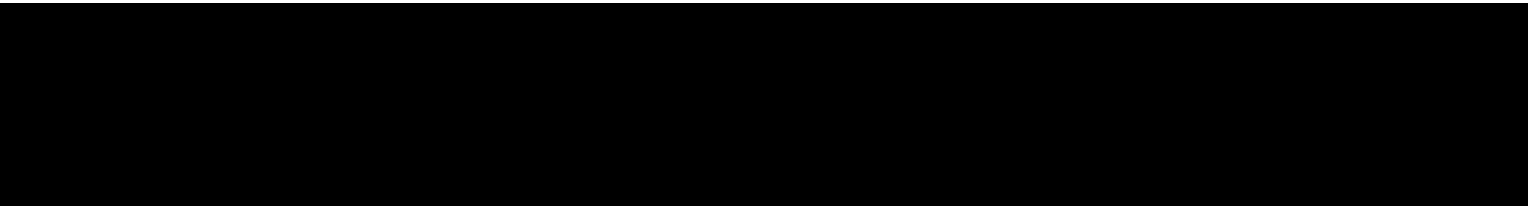
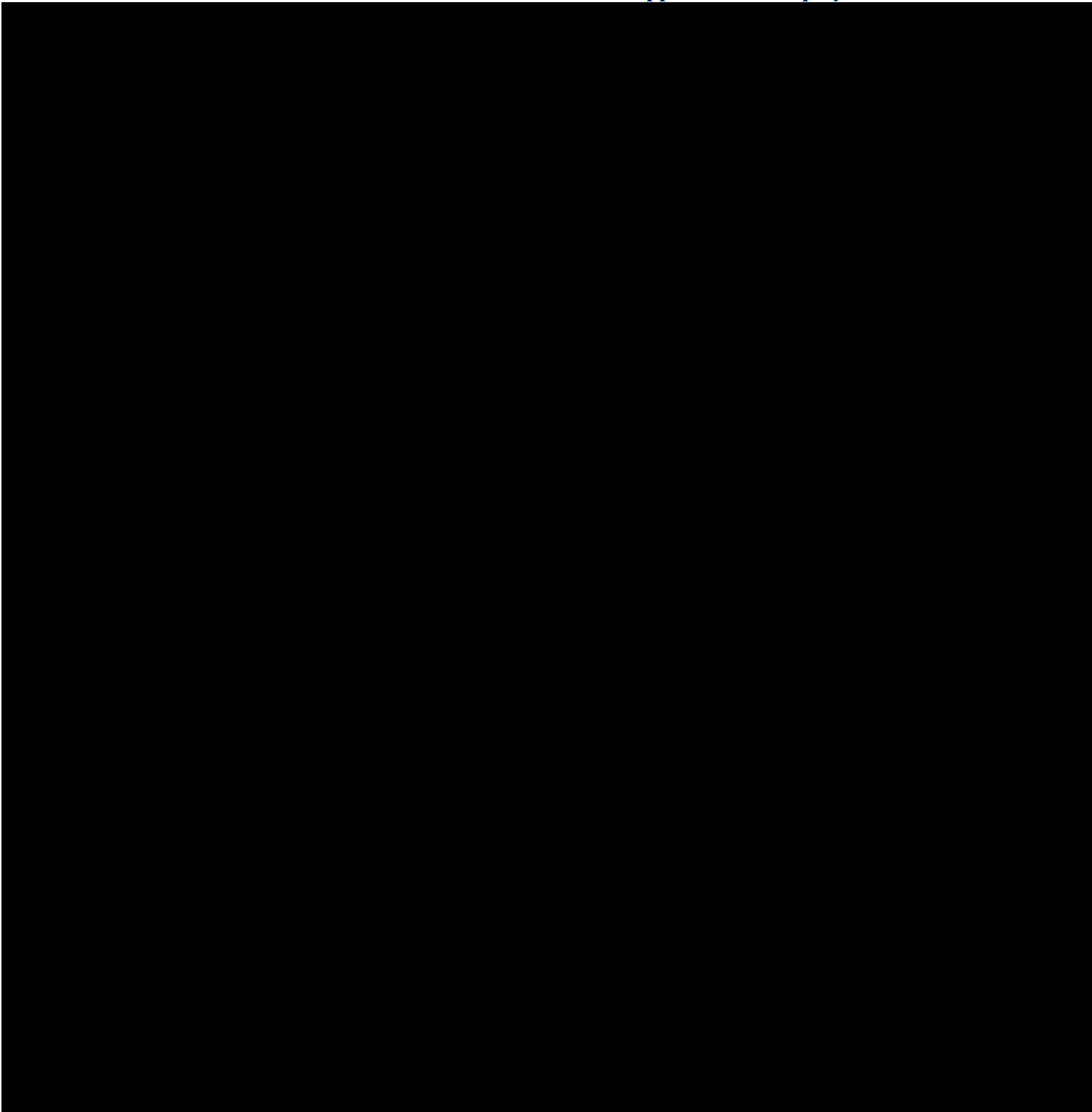
b. Detailed project work plan

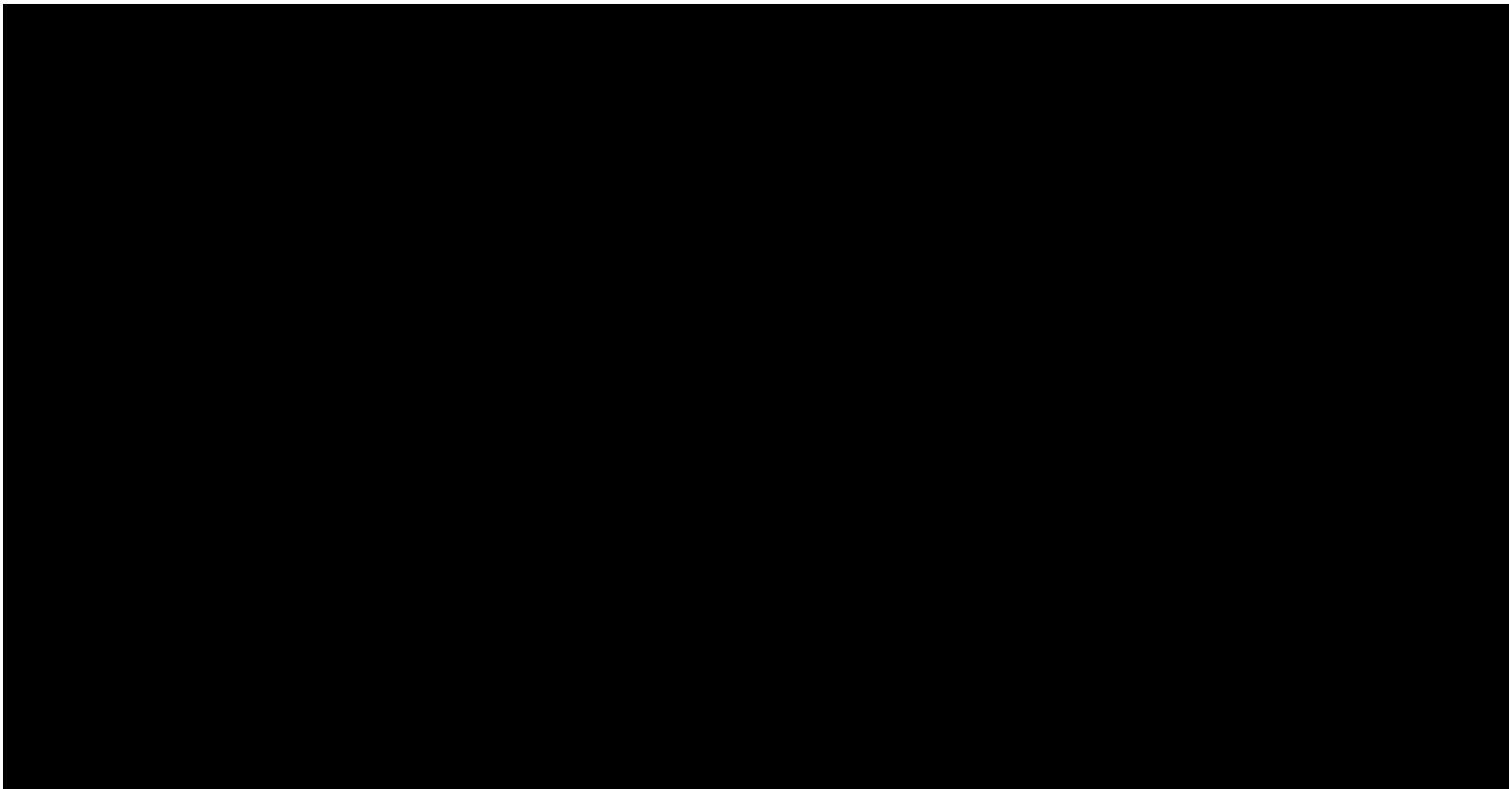
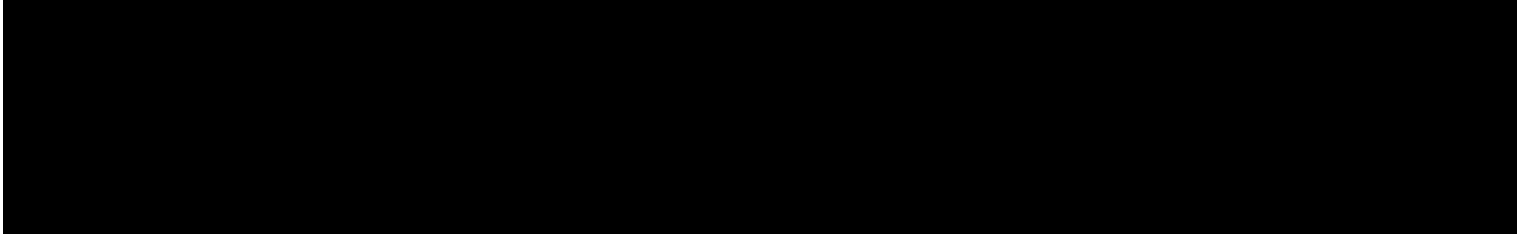
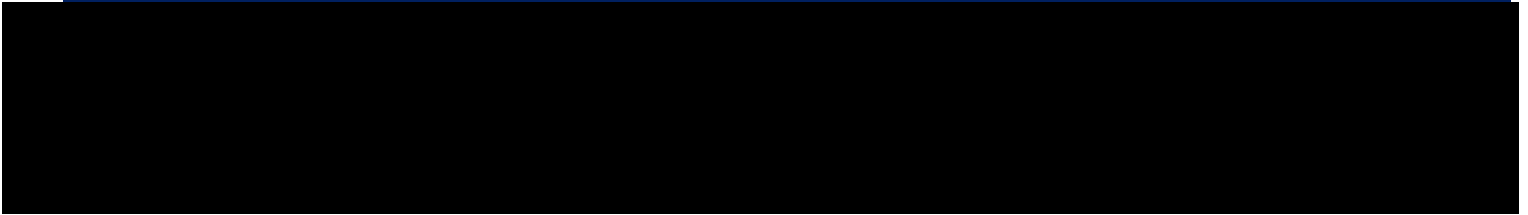
Successful implementation forms the foundation for everything that follows. TSCTI will implement a smooth and zero-risk transition to the NDOL as we provide similar services to Federal, State, and local government agencies. Through our experience, we understand that the NDOL requires a well-planned, standardized, comprehensive, and seamless transition to successfully support the NDOL 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. TSCTI recognizes that a structured work plan is essential for successful program implementation during the contract period. Our comprehensive work plan, displayed in the timeline chart below, outlines each development and implementation task, the month it will be carried out, and the designated person or position responsible for each task.

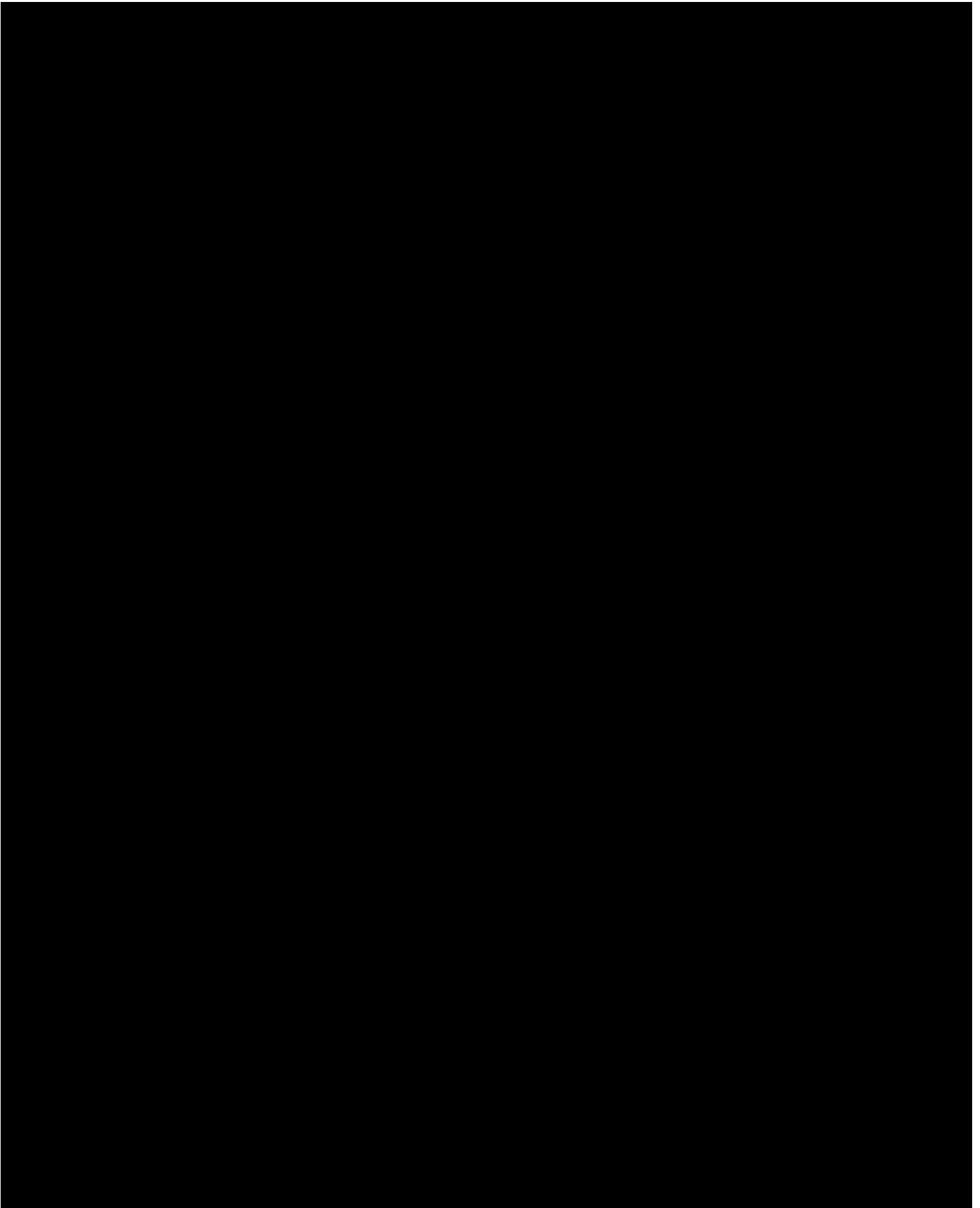
Major Transition Phases, Activities, and Timeline

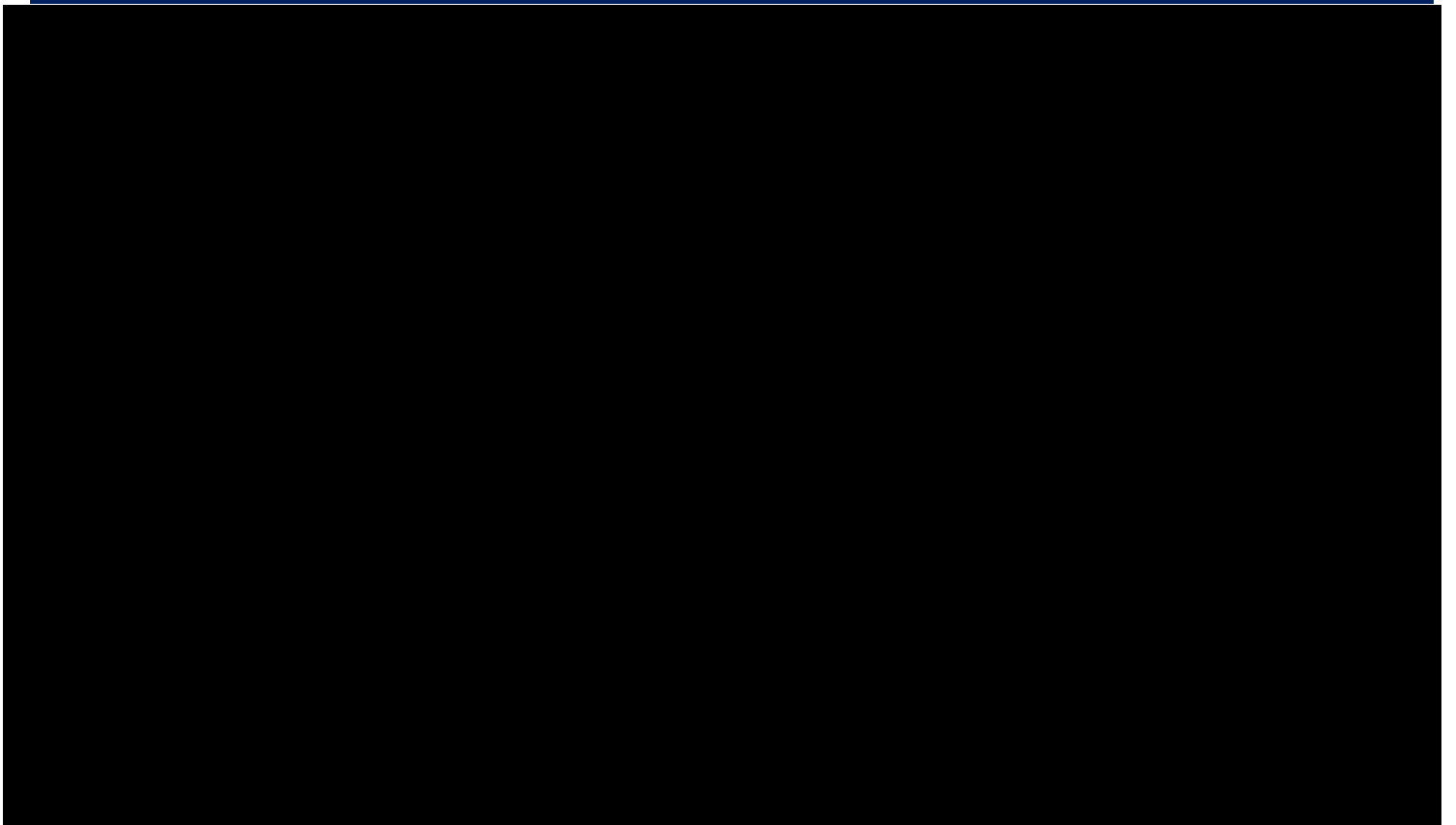
The Project Manager will guide the Engagement Team, leads, and remaining staff through the proposed Plan of Action and Milestones (POA&M) schedule provided in the table below. Mobilization is mainly enacted by the Project Manager and the Engagement Team. When the execution phase occurs, it is led by the Project Manager, who has overall responsibility but is also enacted by the team as applicable. Our POAM schedule overviews phase-in activities and highlights key activities and timelines per phase for achieving full operational capacity within 30 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 the NDOL.



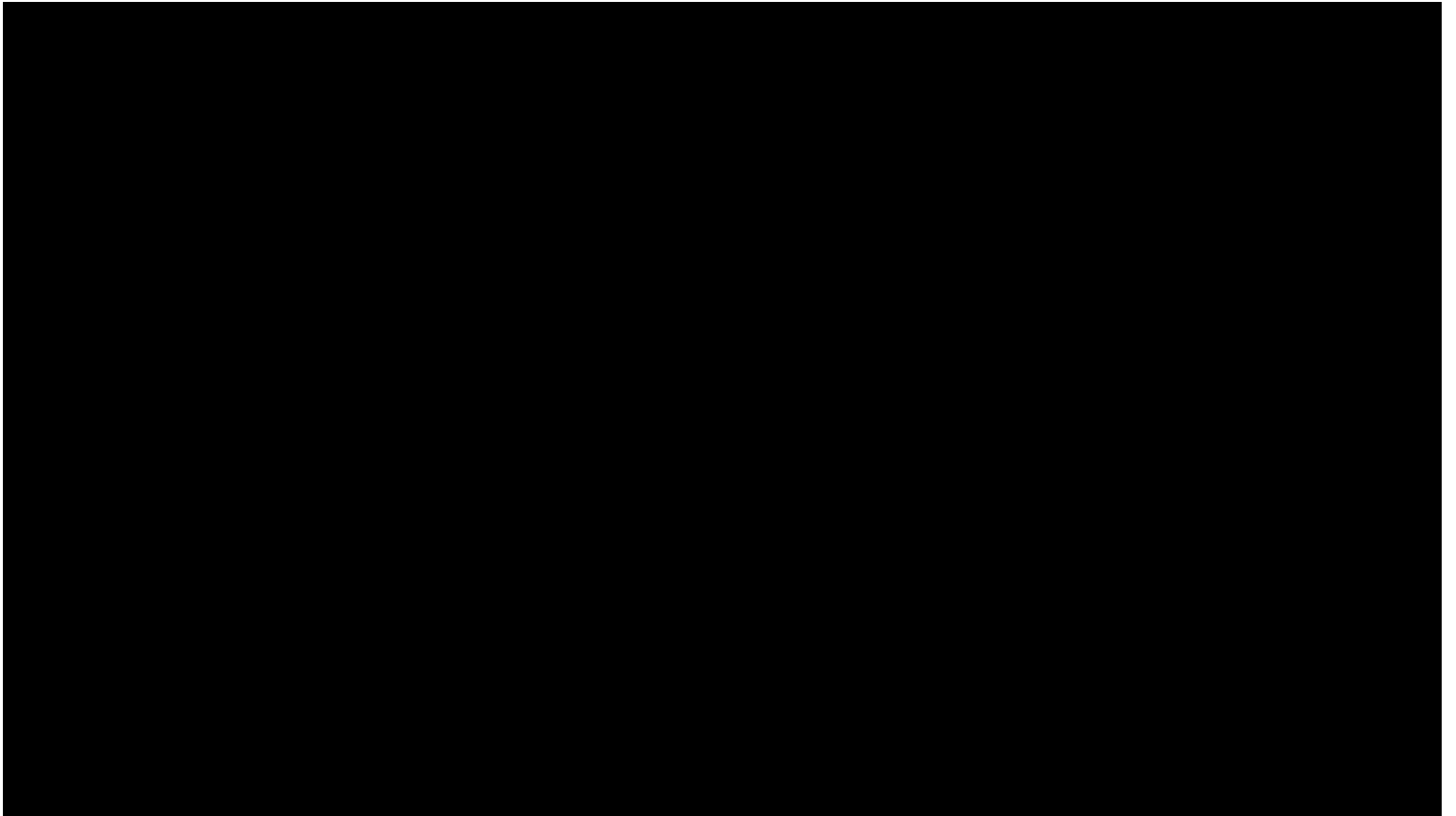


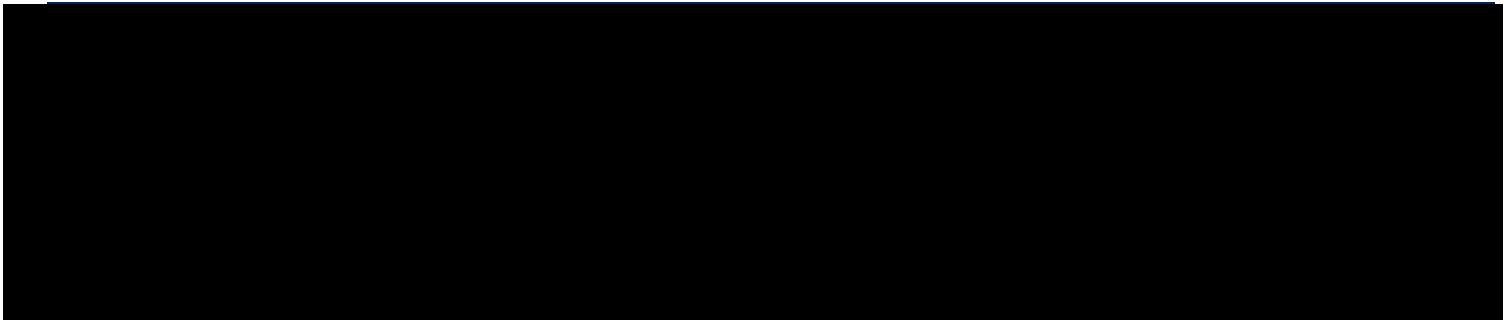






c. Deliverables and due dates.





Notes:

- The project start date (Oct 1, 2025) follows a 25-day Pre-Engagement Phase after contract award on Sept 5, 2025.
- Dates may vary based on the Award date and Kick-off meeting.
- Full implementation and go-live with operational readiness are achieved within 30 calendar days from the start date.
- Training phases include NDOL-led and TSCTI-led sessions to ensure complete staff preparedness.
- Reporting and quality assurance continue throughout the contract term beyond initial implementation.

d. Attachment #1: Required Bidder Responses.

As per the instructions, Attachment #1 is attached separately.

e. Attachment #2: Cost Proposal

As per the instructions, Attachment #2 is attached separately.



Terms and Conditions

II. TERMS AND CONDITIONS

Bidder should read the Terms and Conditions within this section and must initial either "Accept All Terms and Conditions Within Section as Written" or "Exceptions Taken to Terms and Conditions Within Section as Written" in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the "Exceptions" field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. 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 solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

Accept All Terms and Conditions Within Section as Written (Initial)	Exceptions Taken to Terms and Conditions Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
ACD		

The bidders should submit with their solicitation response 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 solicitation response 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 has been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one (1) 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

1. The contract resulting from this Solicitation shall incorporate the following documents:
 - a. Solicitation, including any attachments and addenda;
 - b. Questions and Answers;
 - c. Bidder's properly submitted solicitation response, including any terms and conditions or agreements submitted by the bidder;
 - d. Addendum to Contract Award (if applicable); and
 - e. Amendments to the Contract. (if applicable)

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) Addendums to the solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda or attachments, and 5) the Vendor's submitted solicitation response, including any terms and conditions or agreements that are accepted by the State.



Unless otherwise specifically agreed to in writing by the State, the State's standard terms and conditions, as executed by the State, shall always control over any terms and conditions or agreements submitted or included by the Vendor.

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

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; electronically, return receipt requested; or mailed, return receipt requested. All notices, requests, or communications shall be deemed effective upon receipt.

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. BUYER'S REPRESENTATIVE

The State reserves the right to appoint a Buyer's Representative to manage or assist the Buyer in managing the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the bidder will be provided a copy of the appointment document and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

D. GOVERNING LAW (Nonnegotiable)

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 & SUSPENSION OF SERVICES

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

The State may, at any time and without advance notice, require the Vendor to suspend any or all performance or deliverables provided under this Contract. In the event of such suspension, the Contract Manager or POC, or their designee, will issue a written order to stop work. The written order will specify which activities are to be immediately suspended and the reason(s) for the suspension. Upon receipt of such order, the Vendor shall immediately comply with its terms and take all necessary steps to mitigate and eliminate the incurrence of costs allocable to the work affected by the order during the period of suspension. The suspended performance or deliverables may only resume when the State provides the Vendor with written notice that such performance or deliverables may resume, in whole or in part.

F. AMENDMENT

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

G. CHANGE ORDERS OR SUBSTITUTIONS

The State and the Vendor, 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 Vendor may not claim forfeiture of the contract by reasons of such changes.



The Vendor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Vendor 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 Vendor's solicitation response, were foreseeable, or result from difficulties with or failure of the Vendor's solicitation response or performance.

No change shall be implemented by the Vendor 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 good or service is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract to include the alternate product at the same price.

*****Vendor will not substitute any item that has been awarded without prior written approval of NDOL*****

H. RECORD OF VENDOR PERFORMANCE

The State may document the vendor's performance, which may include, but is not limited to, the customer service provided by the vendor, the ability of the vendor, the skill of the vendor, and any instance(s) of products or services delivered or performed which fail to meet the terms of the purchase order, contract, and/or specifications. In addition to other remedies and options available to the State, the State may issue one or more notices to the vendor outlining any issues the State has regarding the vendor's performance for a specific contract ("Contract Compliance Request"). The State may also document the Vendor's performance in a report, which may or may not be provided to the vendor ("Contract Non-Compliance Notice"). The Vendor shall respond to any Contract Compliance Request or Contract Non-Compliance Notice in accordance with such notice or request. At the sole discretion of the State, such Contract Compliance Requests and Contract Non-Compliance Notices may be placed in the State's records regarding the vendor and may be considered by the State and held against the vendor in any future contract or award opportunity. The record of vendor performance will be considered in any suspension or debarment action.

I. NOTICE OF POTENTIAL VENDOR BREACH

If Vendor breaches the contract or anticipates breaching the contract, the Vendor 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

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 email, delivery receipt requested; 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.

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

K. NON-WAIVER OF BREACH

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

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

1. GENERAL

The Vendor 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 Vendor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Vendor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

The Vendor 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 Vendor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Vendor prompt notice in writing of the claim. The Vendor 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 Vendor has indemnified the State, the Vendor shall, at the Vendor'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 Vendor, and the State may receive the remedies provided under this Solicitation.

3. PERSONNEL

The Vendor 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 Vendor.

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. If there is a presumed loss under the provisions of this agreement, Vendor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,239.01 to 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Neb. Rev. Stat. § 81-8,294), Tort (Neb. Rev. Stat. § 81-8,209), and Contract Claim Acts (Neb. Rev. Stat. § 81-8,302), as outlined in state law and accepts liability under this agreement only 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

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

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

The Vendor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Vendor's business. Vendor 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 Vendor 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. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUBDIVISIONS OF THE STATE OR ANOTHER STATE

The Vendor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145(2), to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.



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

Q. FORCE MAJEURE

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") that was not foreseeable at the time the Contract was executed. 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.

R. CONFIDENTIALITY

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.

S. EARLY TERMINATION

The contract may be terminated as follows:

1. The State and the Vendor, by mutual written agreement, may terminate the contract, in whole or in part, at any time.
2. The State, in its sole discretion, may terminate the contract, in whole or in part, for any reason upon thirty (30) calendar day's written notice shall be delivered by email, delivery receipt requested; certified mail, return receipt requested; or in person with proof of delivery to the Vendor. Such termination shall not relieve the Vendor of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Vendor 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, in whole or in part, immediately for the following reasons:
 - a. if directed to do so by statute,
 - b. Vendor 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 Vendor or of any substantial part of the Vendor'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 Vendor, its employees, officers, directors, or shareholders,
 - e. an involuntary proceeding has been commenced by any Party against the Vendor 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 Vendor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Vendor has been decreed or adjudged a debtor, a voluntary petition has been filed by the Vendor under any of the chapters of Title 11 of the United States Code,
 - g. Vendor intentionally discloses confidential information,
 - h. Vendor has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.

T. CONTRACT CLOSEOUT

Upon termination of the contract for any reason the Vendor shall within thirty (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 Vendor is permitted to keep the information or data by contract or rule of law. Vendor 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 Vendor's routine back up procedures,
4. Cooperate with any successor Contactor, person, or entity in the assumption of any or all of the obligations of this contract,
5. Cooperate with any successor Contactor, person, or entity with the transfer of information or data related to this contract,
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

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

U. PROHIBITED PRODUCTS

The State will not accept Gray Market Products for this solicitation. Gray Market is defined as the trade of a commodity through distribution channels which, while legal, are unofficial, unauthorized, or unintended by the original manufacturer. Gray Market items are not designed to be sold in a particular market and cannot be supported by the authorized importer because of various reasons.

The State will not accept any products made by a company owned by the Chinese Communist Party. Furthermore, pursuant to Executive Order No. 23-05, the State will not accept any communications equipment or services developed by organizations on the Federal Communications Commission's Covered List.

The State will not accept goods from countries or persons identified on the Office of Foreign Assets Control Sanctions List.

V. AMERICANS WITH DISABILITIES ACT

Vendor 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.

III. VENDOR DUTIES

Bidder should read the Vendor Duties within this section and must initial either "Accept All Terms and Conditions Within Section as Written" or "Exceptions Taken to Vendor Duties Within Section as Written" in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the "Exceptions" field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. 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 solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

Accept All Vendor Duties Within Section as Written (Initial)	Exceptions Taken to Vendor Duties Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)



ACD		
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A. INDEPENDENT VENDOR / OBLIGATIONS

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

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

The Vendor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Vendor 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 bidder's solicitation response 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 Vendor to the contract shall be employees of the Vendor or a subcontractor and shall be fully qualified to perform the work required herein. Personnel employed by the Vendor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Vendor or the subcontractor respectively.

With respect to its employees, the Vendor 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 Vendor's employees, including all insurance required by state law,
3. Damages incurred by Vendor'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 Vendor'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 Vendor, its officers, agents, or subcontractors or subcontractor's employees).

If the Vendor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the solicitation response. The Vendor shall agree that it will not utilize any subcontractors not specifically included in its solicitation response in the performance of the contract without the prior written authorization of the State. If the Vendor subcontracts any of the work, the Vendor agrees to pay any and all subcontractors in accordance with the Vendor's agreement with the respective subcontractor(s).

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

Vendor 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 Vendor 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. FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT CERTIFICATION (Nonnegotiable)

The Vendor certifies that it is not a scrutinized company as defined under the Foreign Adversary Contracting Prohibition Act, Neb. Rev. Stat. Sec. § 73-903 (5); that it will not subcontract with any scrutinized company for any aspect of performance of the contemplated contract; and that any products or services to be provided do not originate with a scrutinized company.

**C. EMPLOYEE WORK ELIGIBILITY STATUS**

The Vendor 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 Vendor is an individual or sole proprietorship, the following applies:

1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf>
2. The completed United States Attestation Form should be submitted with the Solicitation response.
3. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Vendor understands and agrees that lawful presence in the United States is required, and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

D. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Nonnegotiable)

The Vendor 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 Vendors 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 Vendor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Vendor shall insert a similar provision in all Subcontracts for goods and services to be covered by any contract resulting from this Solicitation.

E. COOPERATION WITH OTHER VENDORS

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

F. DISCOUNTS

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the solicitation response. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

G. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Solicitation. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

All prices, costs, and terms and conditions submitted in the solicitation response shall remain fixed and valid commencing on the opening date of the solicitation until the contract terminates or expires.

The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

The State will be given full proportionate benefit of any decreases for the term of the contract.

H. PERMITS, REGULATIONS, LAWS

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 Vendor shall obtain and pay for



all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Vendor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

I. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Vendor 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. Vendor 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.

J. INSURANCE REQUIREMENTS

The Vendor 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 Vendor shall not commence work on the contract until the insurance is in place. If Vendor subcontracts any portion of the Contract the Vendor 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 Vendor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Vendor 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 Vendor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Vendor hereunder.

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

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

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

1. WORKERS' COMPENSATION INSURANCE

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The Vendor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Vendor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Vendor 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 Vendors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Vendors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$3,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$5,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	



3. EVIDENCE OF COVERAGE

The Vendor shall furnish the Contract Manager, via email, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

121962 O3

Nebraska Department of Labor
Attn: Procurement
550 S 16th Street
Lincoln, NE 68508
NDOL.Procurement@nebraska.gov

These certificates or the cover sheet shall reference the solicitation 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 Vendor to maintain such insurance, then the Vendor 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 Vendor.

K. ANTITRUST

The Vendor 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.

L. CONFLICT OF INTEREST

By submitting a solicitation response, vendor certifies that no relationship exists between the vendor and any person or entity which either is, or gives the appearance of, a conflict of interest related to this solicitation or project.

Vendor further certifies that vendor will not employ any individual known by vendor to have a conflict of interest nor shall vendor 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, vendor shall provide with its solicitation response 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 solicitation response evaluation.

M. ADVERTISING

The Vendor 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.

N. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Nonnegotiable)

1. The State of Nebraska is committed to ensuring that all information and communication technology (ICT), developed, leased, or owned by the State of Nebraska, affords equivalent access to employees, program participants and members of the public with disabilities, as it affords to employees, program participants and members of the public who are not persons with disabilities.
2. By entering into this Contract, Vendor understands and agrees that if the Vendor is providing a product or service that contains ICT, as defined in subsection 3 below and such ICT is intended to be directly interacted with by the user or is public facing, such ICT must provide equivalent access, or be modified during implementation to afford equivalent access, to employees, program participants, and members of the public who have and who do not have disabilities. The Vendor may comply with this section by complying with Section 508 of the Rehabilitation Act of 1973, as amended, and its implementing standards adopted and promulgated by the U.S. Access Board.



3. ICT means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Vendor hereby agrees ICT includes computers and peripheral equipment, information kiosks and transaction machines, telecommunications equipment, customer premises equipment, multifunction office machines, software, applications, web sites, videos, and electronic documents. For the purposes of these assurances, ICT does not include ICT that is used exclusively by a Vendor.

O. DISASTER RECOVERY/BACK UP PLAN

The Vendor 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.

P. DRUG POLICY

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

Q. WARRANTY

Despite any clause to the contrary, the Vendor 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 Vendor 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 Vendor is unable to perform the services as warranted, Vendor shall reimburse the State all fees paid to Vendor 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.

R. TIME IS OF THE ESSENCE

Time is of the essence with respect to Vendor's performance and deliverables pursuant to this Contract.



Contractual Agreement Form

CONTRACTUAL AGREEMENT FORM

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Contractual Agreement Form, the bidder guarantees compliance with the provisions stated in this solicitation and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder is not owned by the Chinese Communist Party.

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 Vendors. This information is for statistical purposes only and will not be considered for contract award purposes.

____ NEBRASKA VENDOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Vendor. "Nebraska Vendor" 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. All vendors who are not a Nebraska Vendor are considered Foreign Vendors under Neb. Rev Stat § 73-603 (c).

____ 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.

THIS FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN

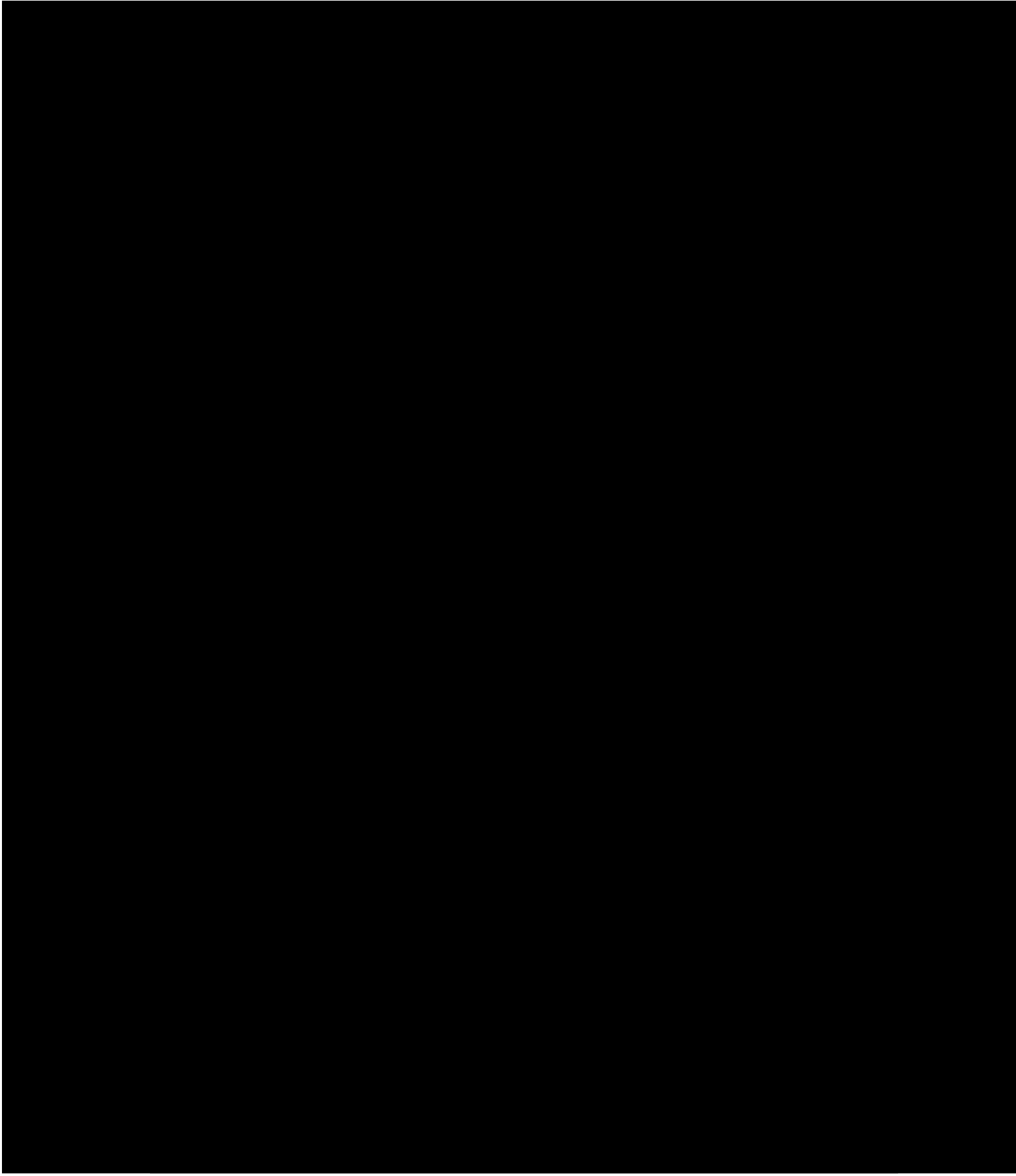
COMPANY:	22nd Century Technologies, Inc.
ADDRESS:	8251 Greensboro Drive, Suite 900, McLean, VA 22102
PHONE:	866-537-9191 Ext 2
EMAIL:	sledproposals@tscti.com
BIDDER NAME & TITLE:	Ashley Christina De Sa, Administrator
SIGNATURE:	
DATE:	6/23/2025

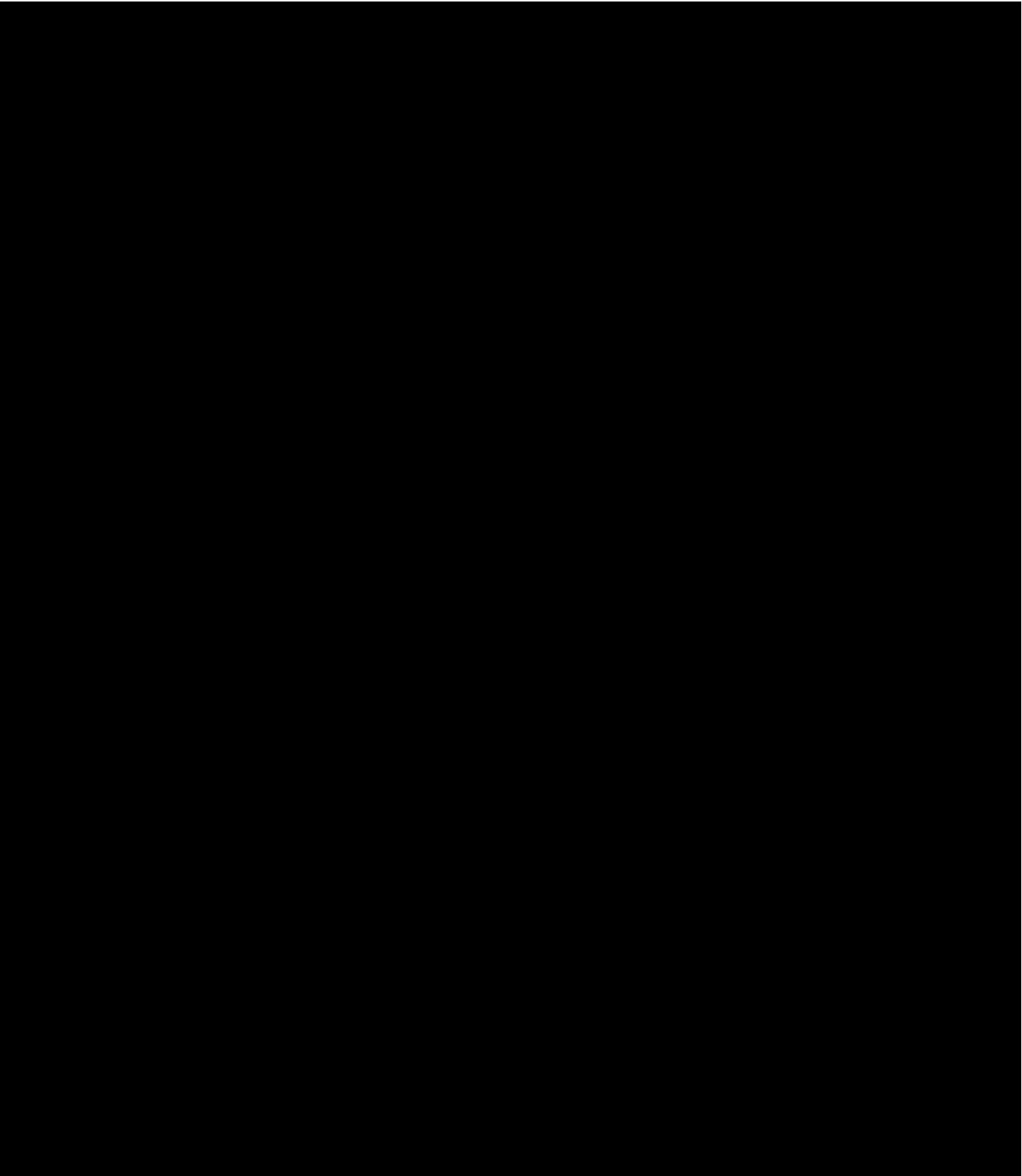
VENDOR COMMUNICATION WITH THE STATE CONTACT INFORMATION
(IF DIFFERENT FROM ABOVE)

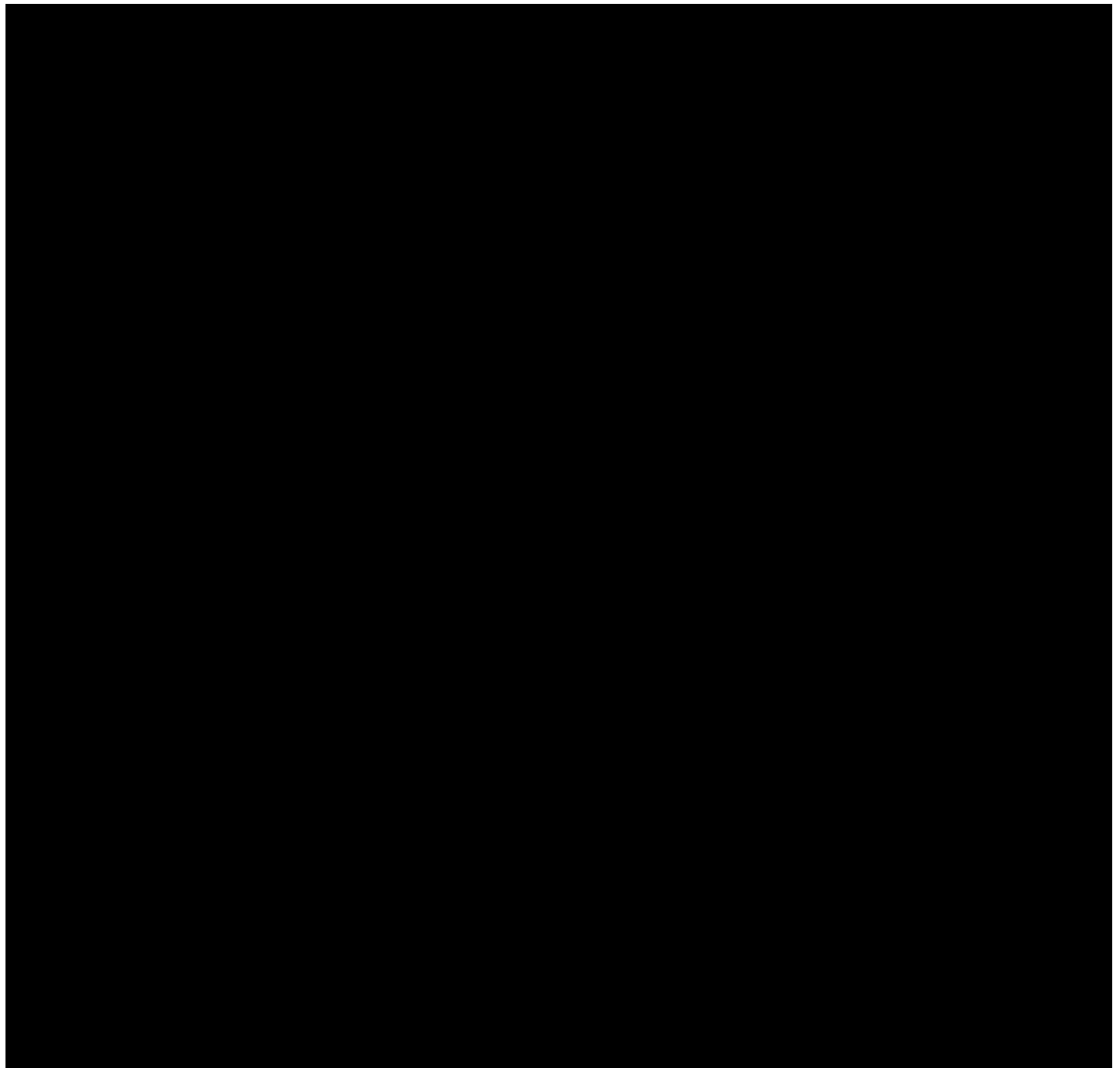
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TITLE:	
PHONE:	
EMAIL:	

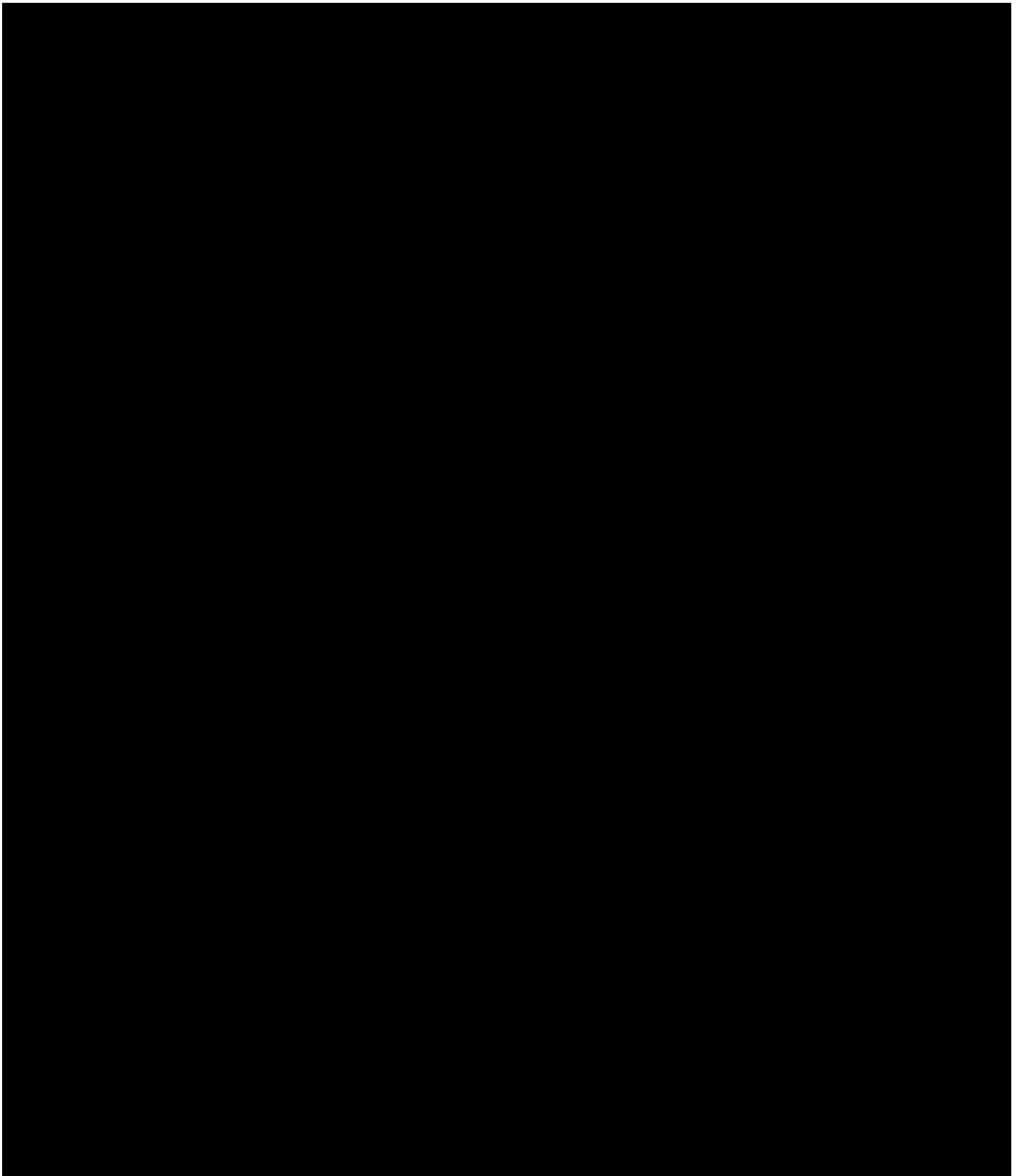


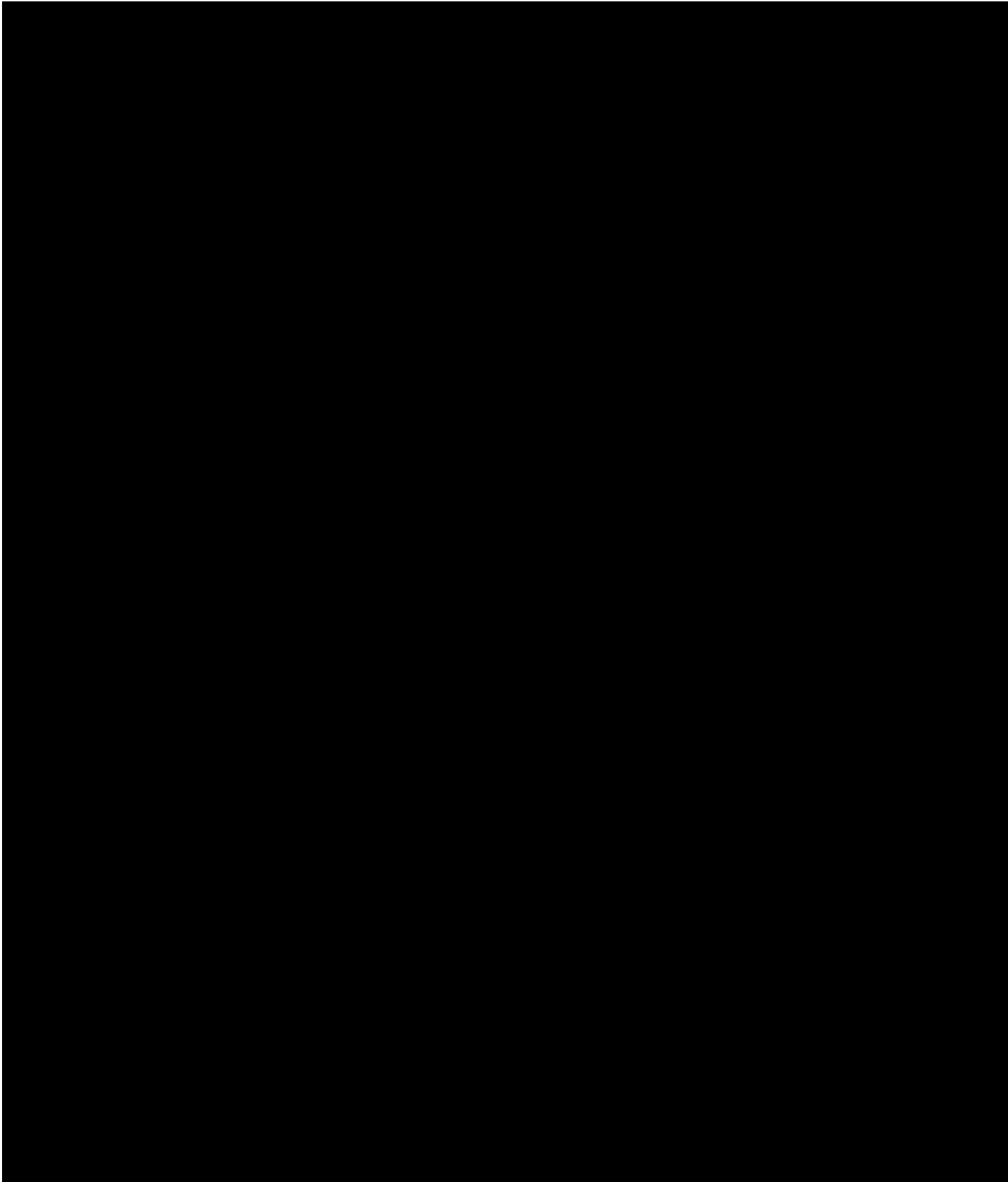
Financial Statement 2024

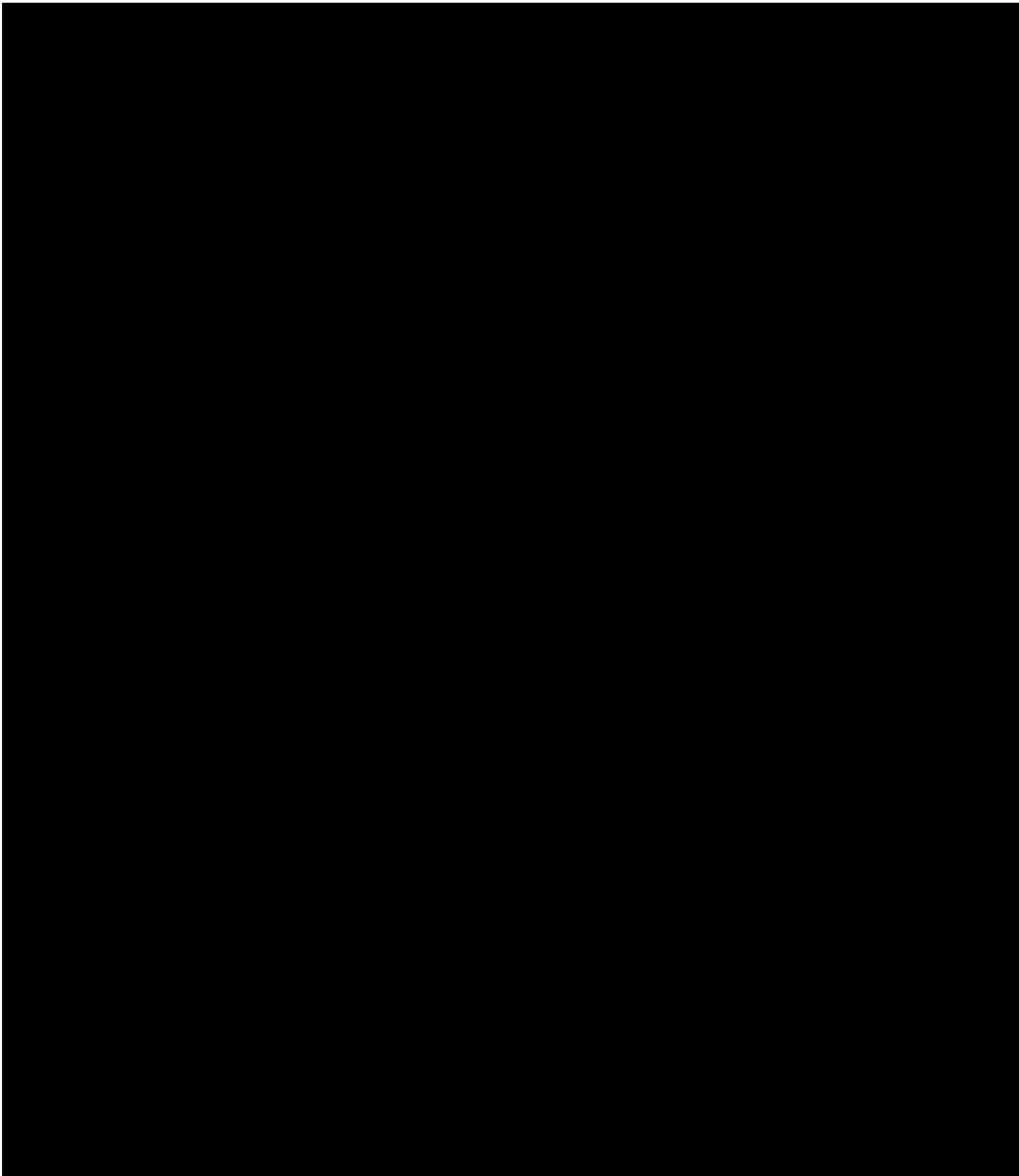


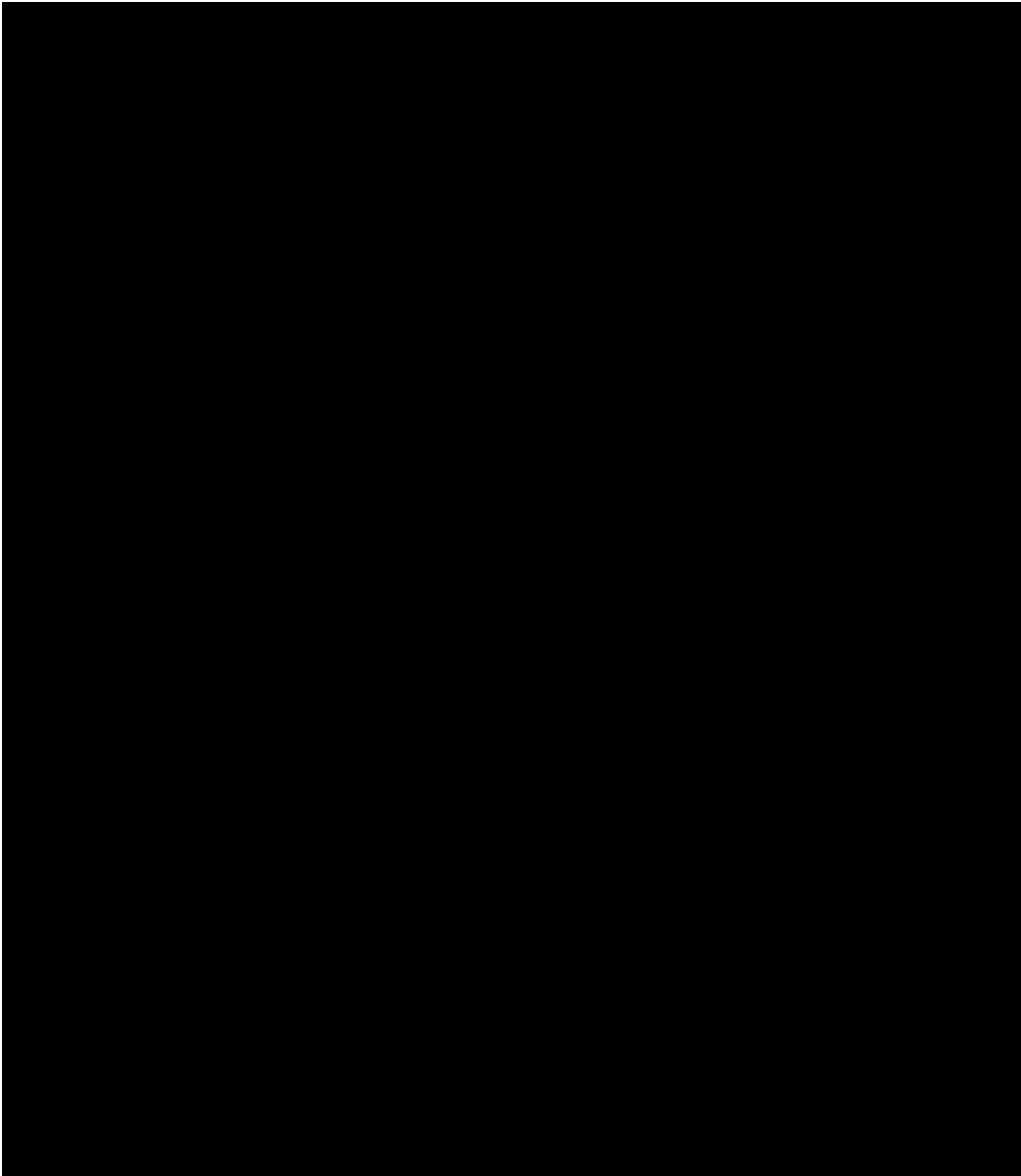


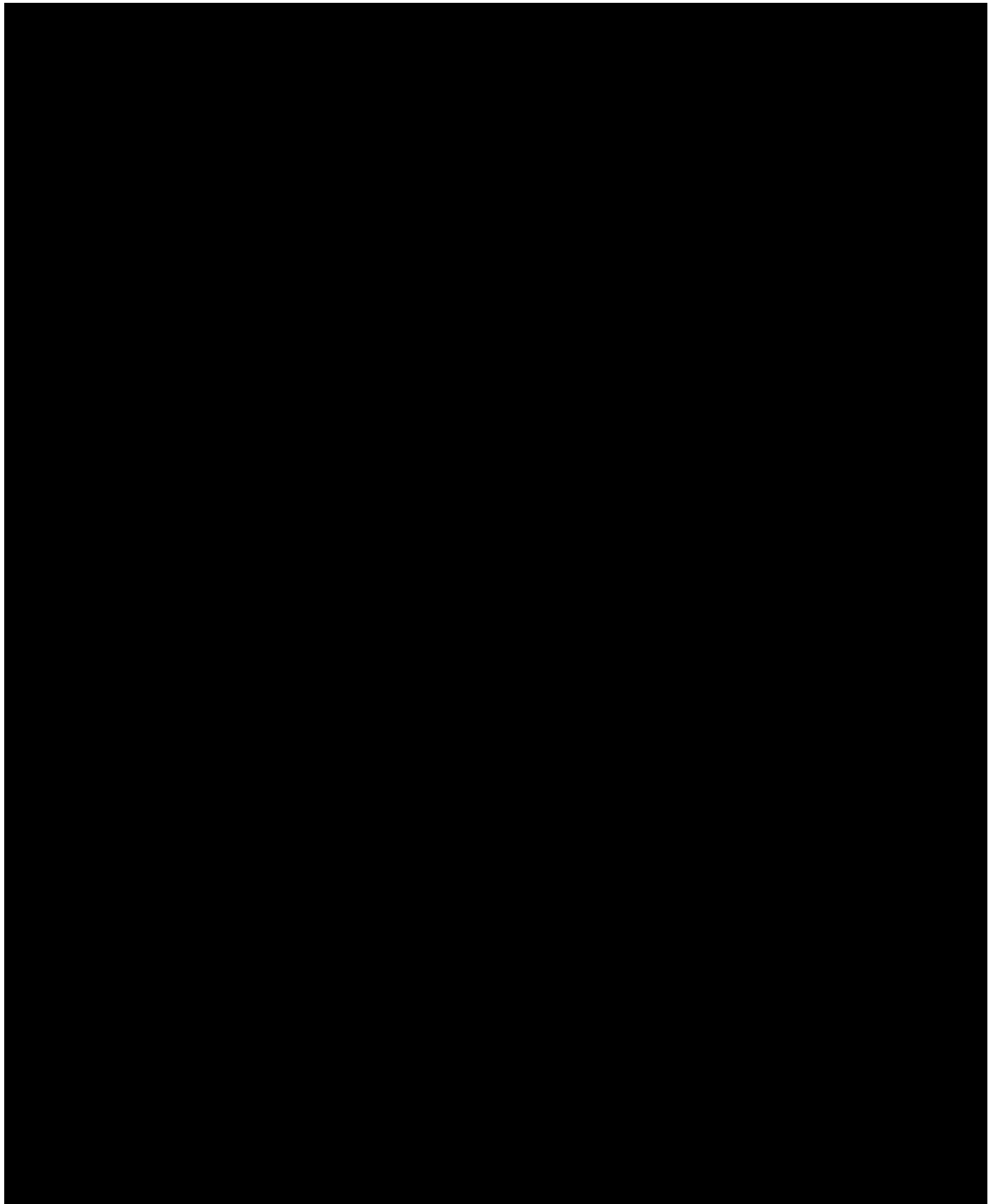


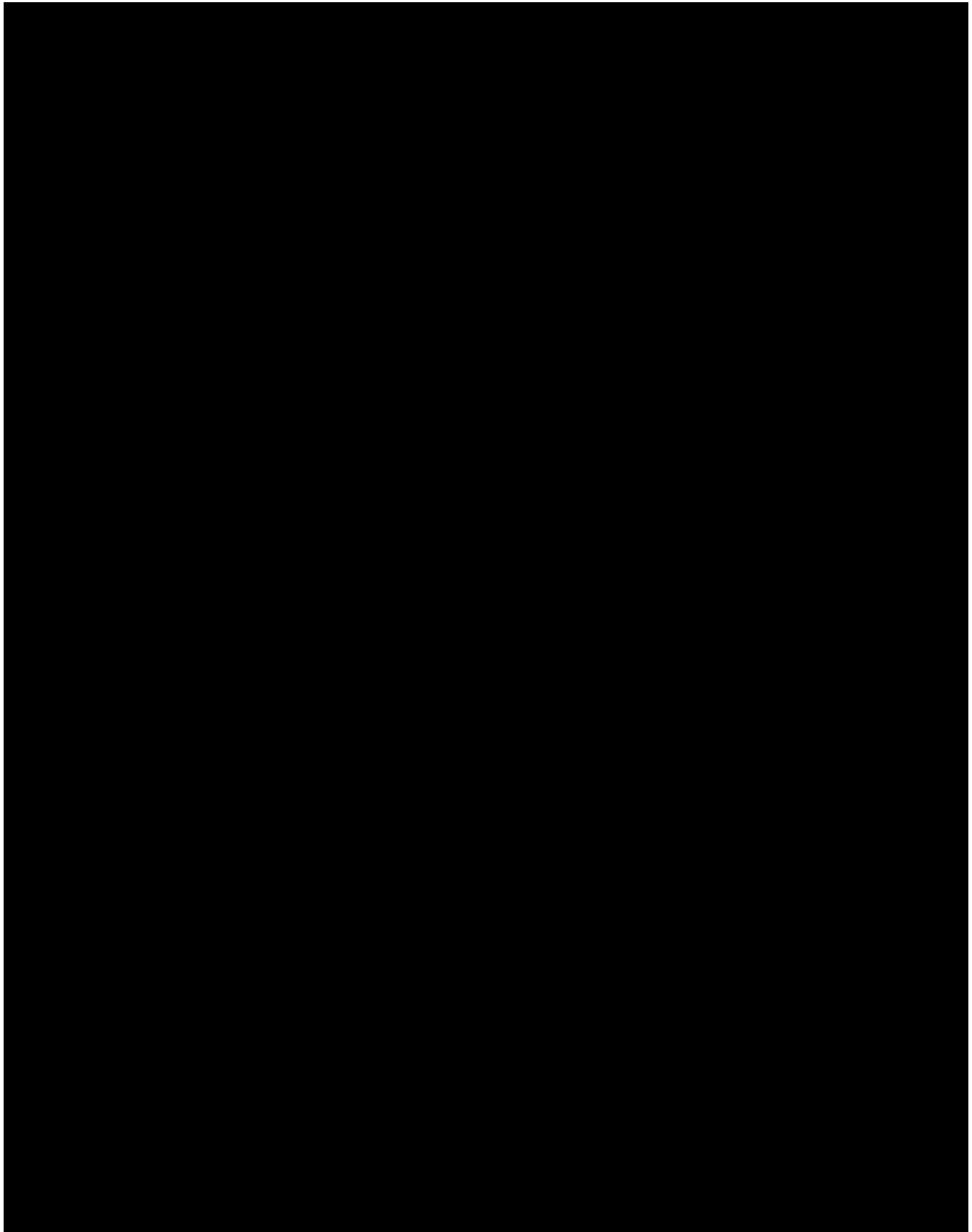


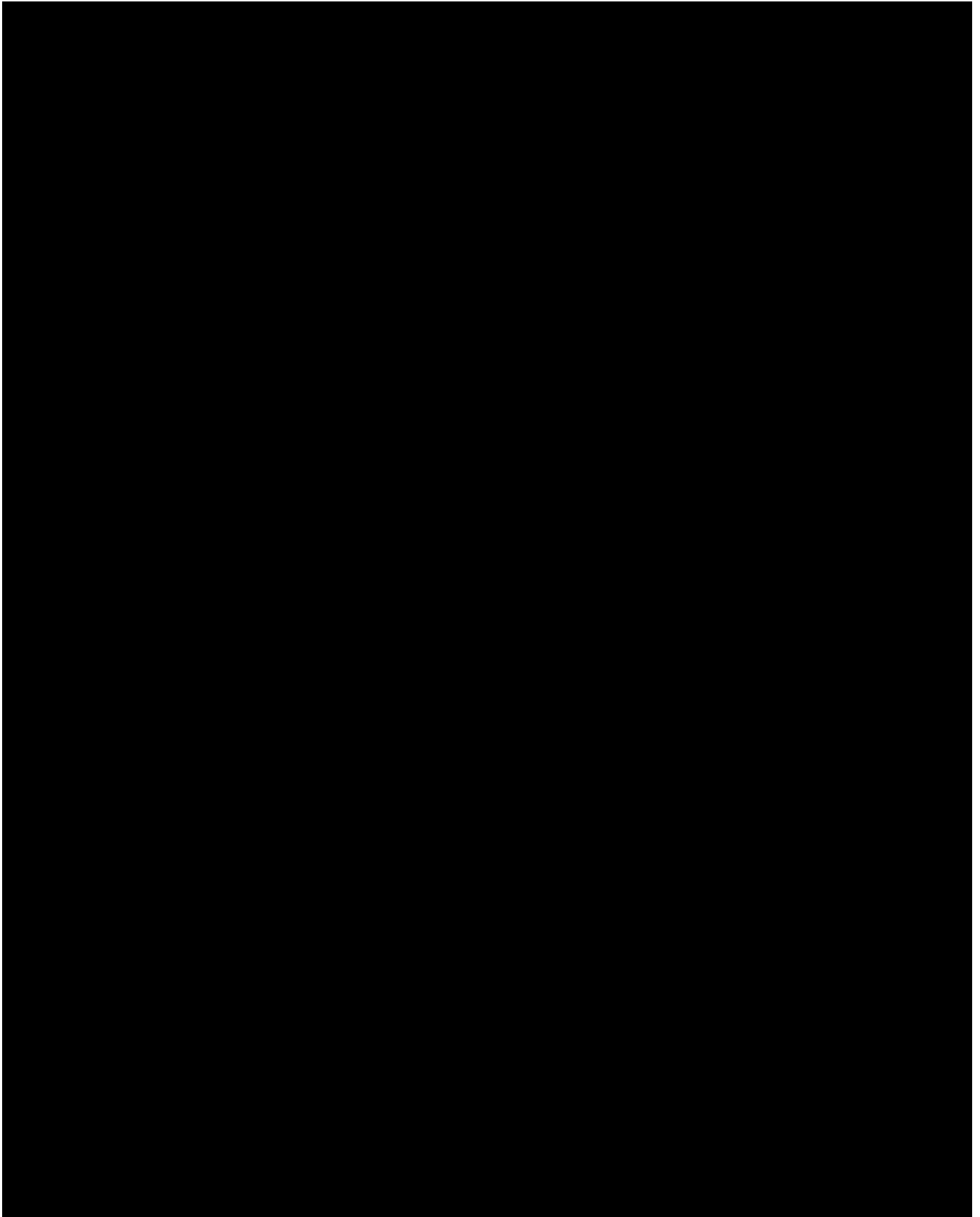


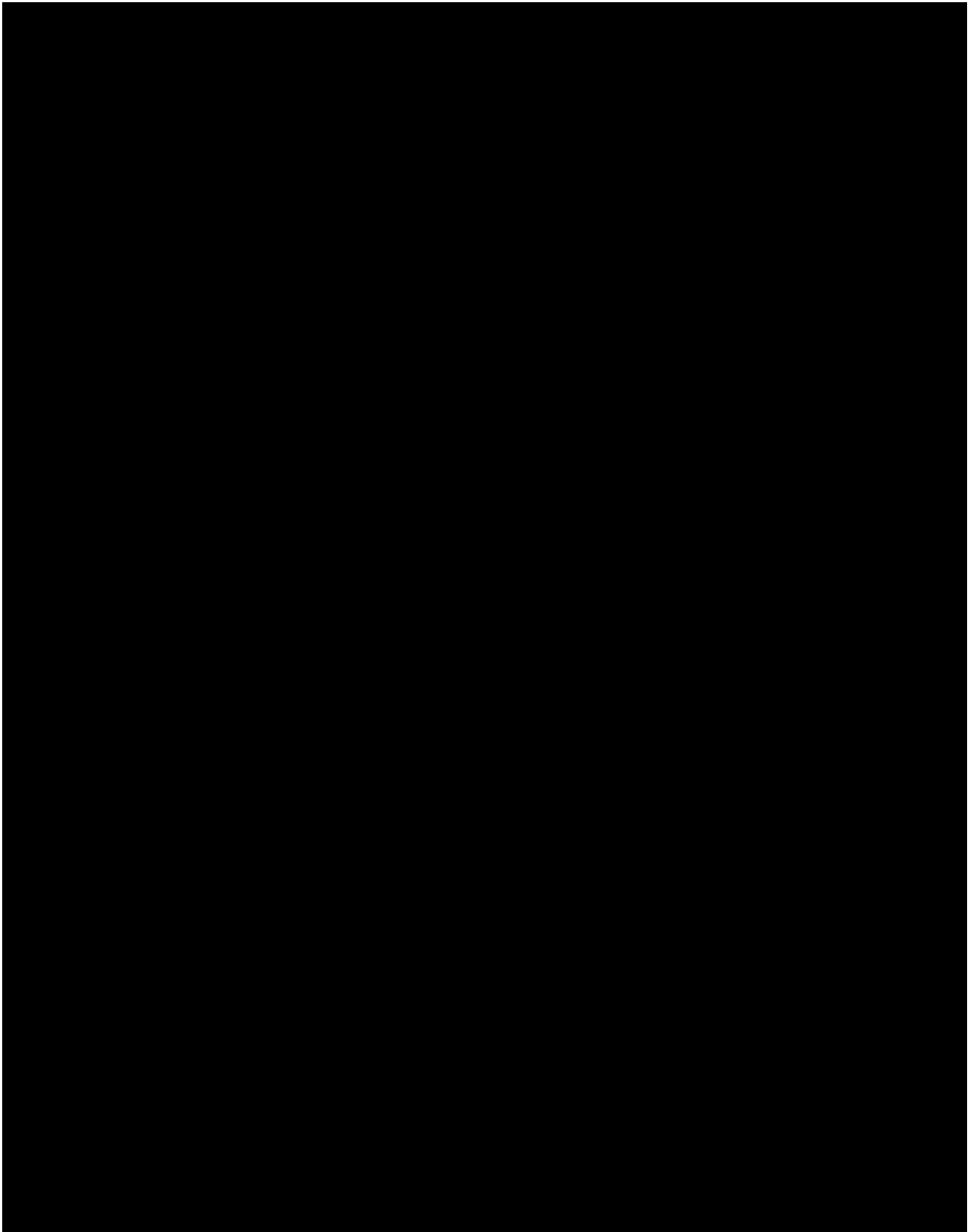


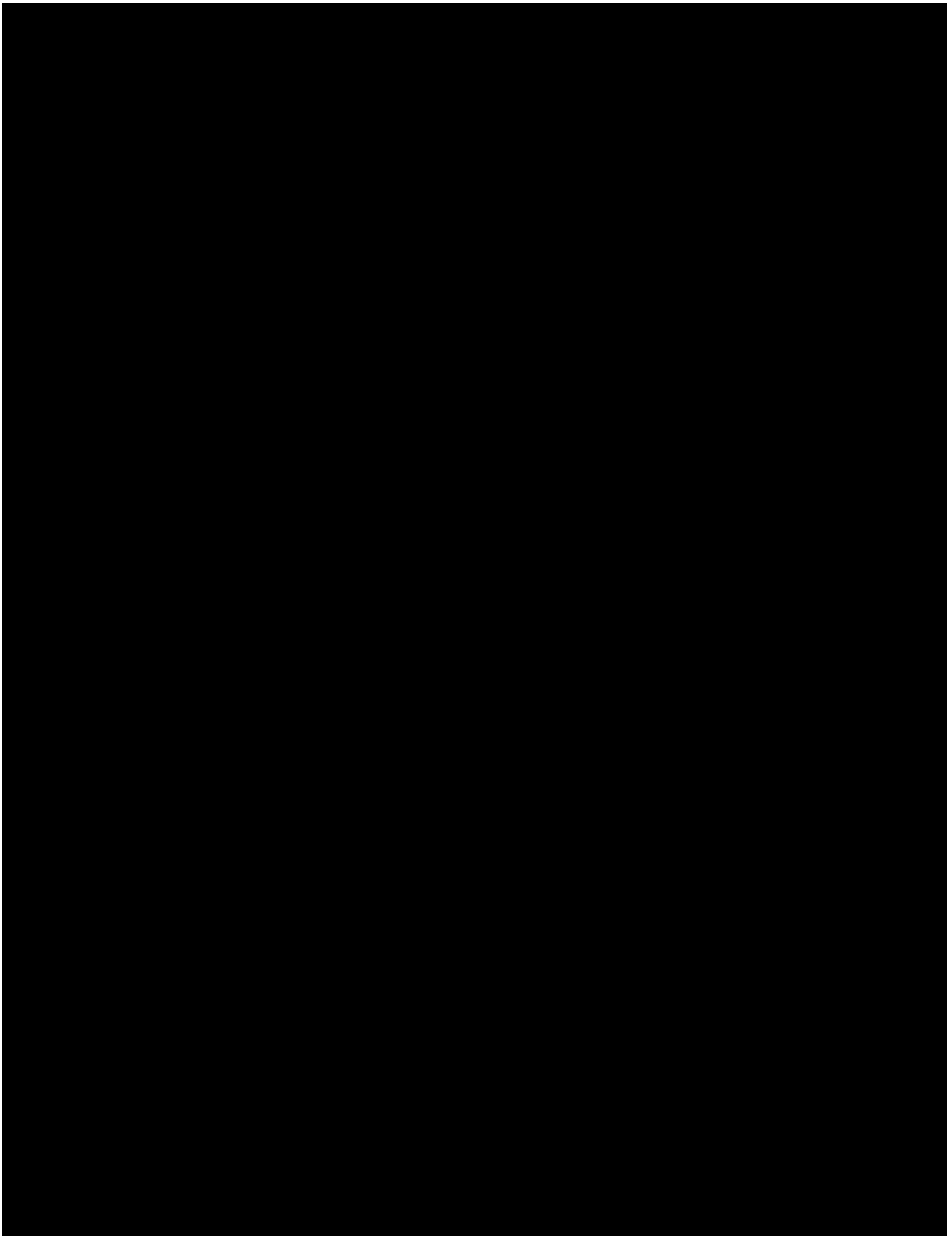


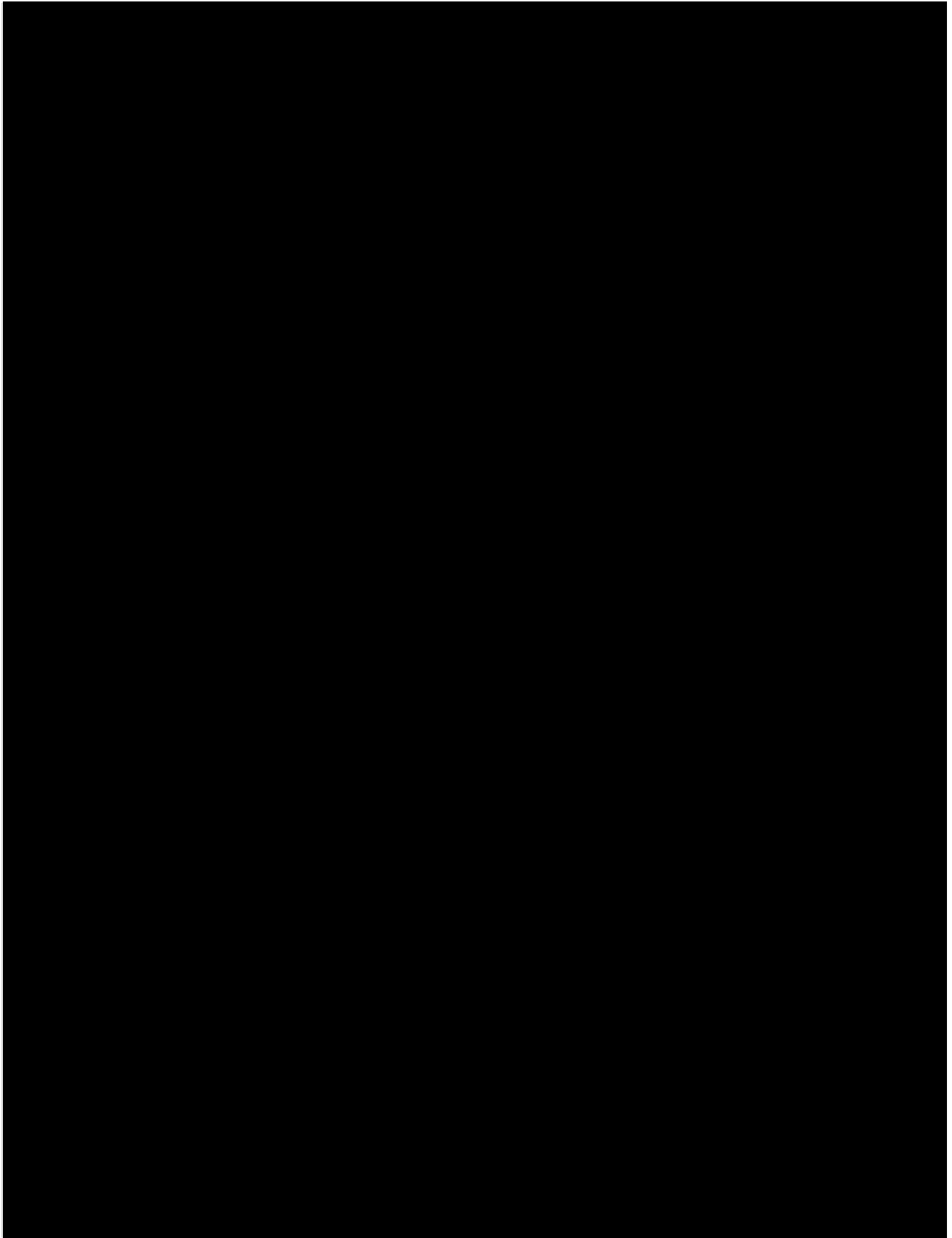


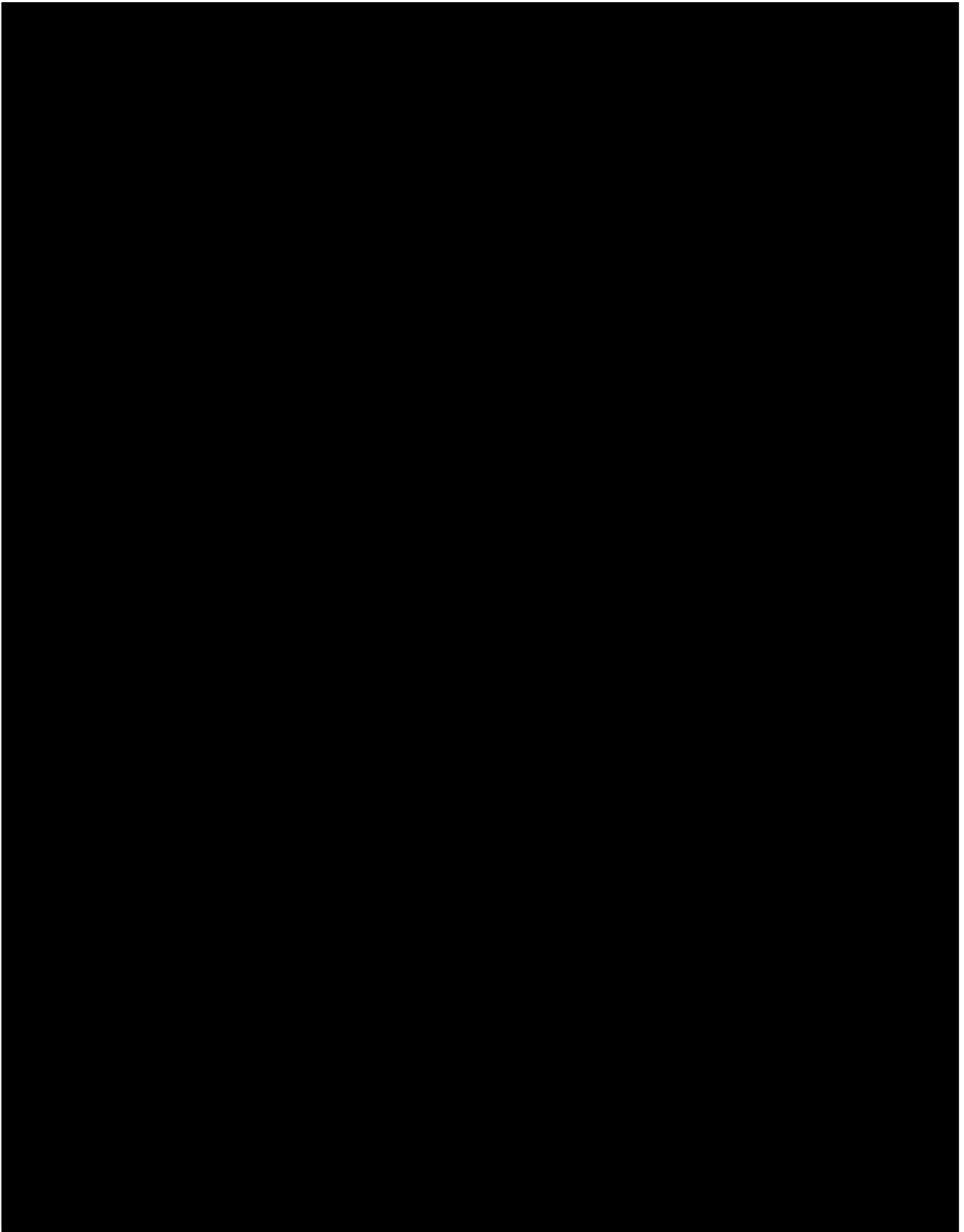


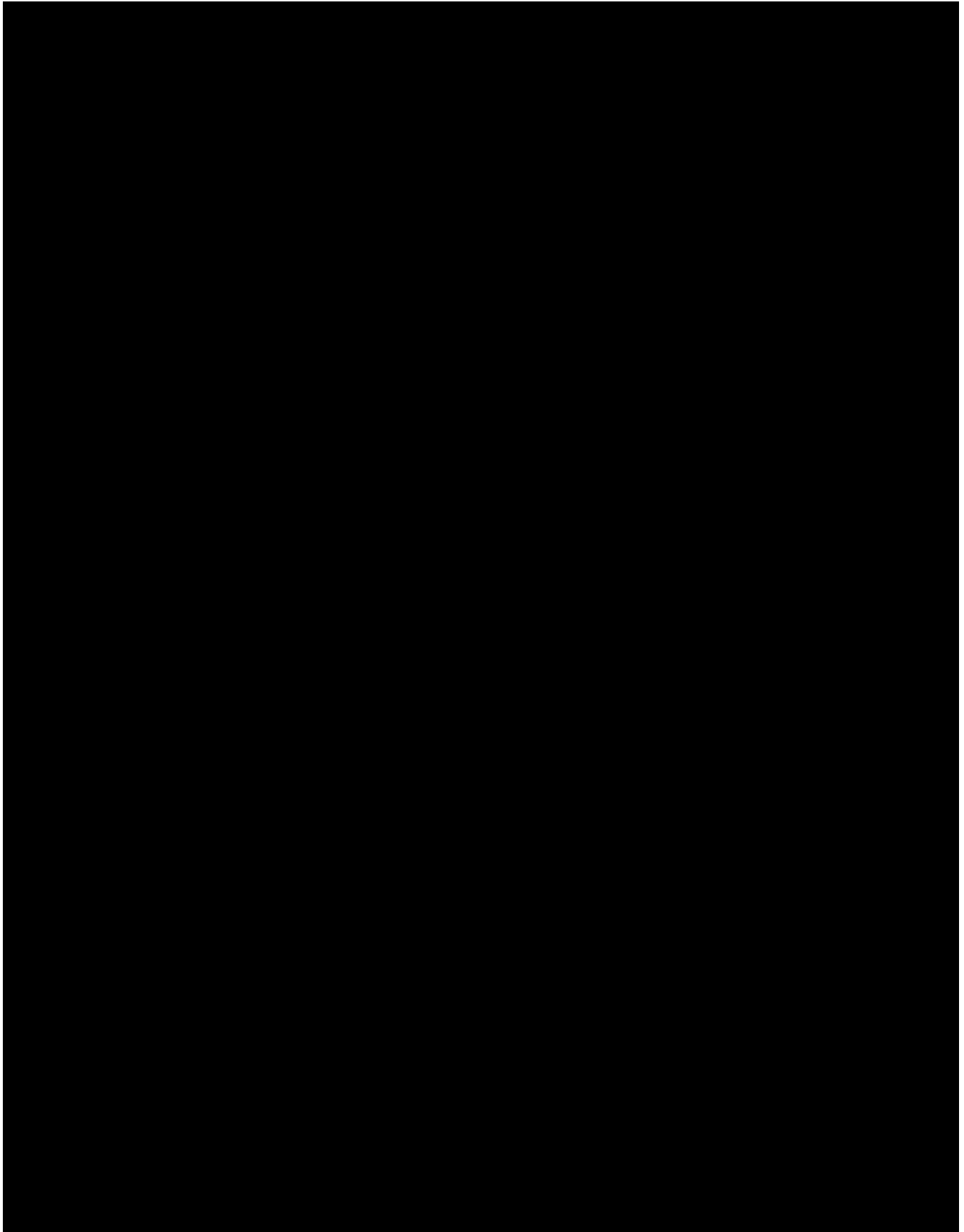


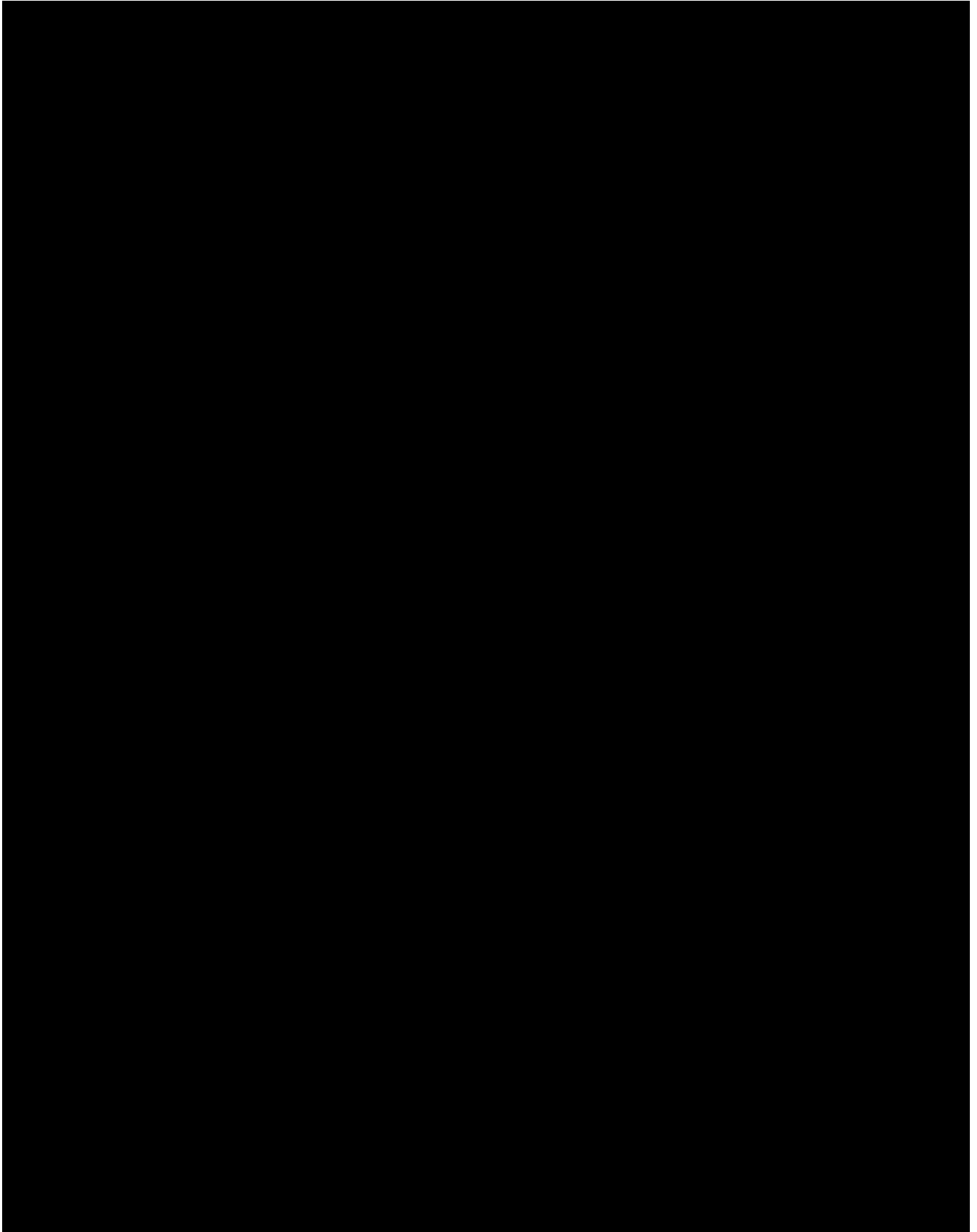














Terms and Conditions

II. TERMS AND CONDITIONS

Bidder should read the Terms and Conditions within this section and must initial either "Accept All Terms and Conditions Within Section as Written" or "Exceptions Taken to Terms and Conditions Within Section as Written" in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the "Exceptions" field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. 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 solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

Accept All Terms and Conditions Within Section as Written (Initial)	Exceptions Taken to Terms and Conditions Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
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The bidders should submit with their solicitation response 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 solicitation response 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 has been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one (1) 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

1. The contract resulting from this Solicitation shall incorporate the following documents:
 - a. Solicitation, including any attachments and addenda;
 - b. Questions and Answers;
 - c. Bidder's properly submitted solicitation response, including any terms and conditions or agreements submitted by the bidder;
 - d. Addendum to Contract Award (if applicable); and
 - e. Amendments to the Contract. (if applicable)

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) Addendums to the solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda or attachments, and 5) the Vendor's submitted solicitation response, including any terms and conditions or agreements that are accepted by the State.



Unless otherwise specifically agreed to in writing by the State, the State's standard terms and conditions, as executed by the State, shall always control over any terms and conditions or agreements submitted or included by the Vendor.

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

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; electronically, return receipt requested; or mailed, return receipt requested. All notices, requests, or communications shall be deemed effective upon receipt.

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. BUYER'S REPRESENTATIVE

The State reserves the right to appoint a Buyer's Representative to manage or assist the Buyer in managing the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the bidder will be provided a copy of the appointment document and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

D. GOVERNING LAW (Nonnegotiable)

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 & SUSPENSION OF SERVICES

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

The State may, at any time and without advance notice, require the Vendor to suspend any or all performance or deliverables provided under this Contract. In the event of such suspension, the Contract Manager or POC, or their designee, will issue a written order to stop work. The written order will specify which activities are to be immediately suspended and the reason(s) for the suspension. Upon receipt of such order, the Vendor shall immediately comply with its terms and take all necessary steps to mitigate and eliminate the incurrence of costs allocable to the work affected by the order during the period of suspension. The suspended performance or deliverables may only resume when the State provides the Vendor with written notice that such performance or deliverables may resume, in whole or in part.

F. AMENDMENT

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

G. CHANGE ORDERS OR SUBSTITUTIONS

The State and the Vendor, 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 Vendor may not claim forfeiture of the contract by reasons of such changes.



The Vendor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Vendor 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 Vendor's solicitation response, were foreseeable, or result from difficulties with or failure of the Vendor's solicitation response or performance.

No change shall be implemented by the Vendor 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 good or service is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract to include the alternate product at the same price.

*****Vendor will not substitute any item that has been awarded without prior written approval of NDOL*****

H. RECORD OF VENDOR PERFORMANCE

The State may document the vendor's performance, which may include, but is not limited to, the customer service provided by the vendor, the ability of the vendor, the skill of the vendor, and any instance(s) of products or services delivered or performed which fail to meet the terms of the purchase order, contract, and/or specifications. In addition to other remedies and options available to the State, the State may issue one or more notices to the vendor outlining any issues the State has regarding the vendor's performance for a specific contract ("Contract Compliance Request"). The State may also document the Vendor's performance in a report, which may or may not be provided to the vendor ("Contract Non-Compliance Notice"). The Vendor shall respond to any Contract Compliance Request or Contract Non-Compliance Notice in accordance with such notice or request. At the sole discretion of the State, such Contract Compliance Requests and Contract Non-Compliance Notices may be placed in the State's records regarding the vendor and may be considered by the State and held against the vendor in any future contract or award opportunity. The record of vendor performance will be considered in any suspension or debarment action.

I. NOTICE OF POTENTIAL VENDOR BREACH

If Vendor breaches the contract or anticipates breaching the contract, the Vendor 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

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 email, delivery receipt requested; 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.

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

K. NON-WAIVER OF BREACH

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

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

1. GENERAL

The Vendor 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 Vendor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Vendor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

The Vendor 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 Vendor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Vendor prompt notice in writing of the claim. The Vendor 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 Vendor has indemnified the State, the Vendor shall, at the Vendor'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 Vendor, and the State may receive the remedies provided under this Solicitation.

3. PERSONNEL

The Vendor 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 Vendor.

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. If there is a presumed loss under the provisions of this agreement, Vendor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,239.01 to 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Neb. Rev. Stat. § 81-8,294), Tort (Neb. Rev. Stat. § 81-8,209), and Contract Claim Acts (Neb. Rev. Stat. § 81-8,302), as outlined in state law and accepts liability under this agreement only 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

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

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

The Vendor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Vendor's business. Vendor 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 Vendor 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. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUBDIVISIONS OF THE STATE OR ANOTHER STATE

The Vendor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145(2), to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.



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

Q. FORCE MAJEURE

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") that was not foreseeable at the time the Contract was executed. 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.

R. CONFIDENTIALITY

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.

S. EARLY TERMINATION

The contract may be terminated as follows:

1. The State and the Vendor, by mutual written agreement, may terminate the contract, in whole or in part, at any time.
2. The State, in its sole discretion, may terminate the contract, in whole or in part, for any reason upon thirty (30) calendar day's written notice shall be delivered by email, delivery receipt requested; certified mail, return receipt requested; or in person with proof of delivery to the Vendor. Such termination shall not relieve the Vendor of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Vendor 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, in whole or in part, immediately for the following reasons:
 - a. if directed to do so by statute,
 - b. Vendor 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 Vendor or of any substantial part of the Vendor'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 Vendor, its employees, officers, directors, or shareholders,
 - e. an involuntary proceeding has been commenced by any Party against the Vendor 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 Vendor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Vendor has been decreed or adjudged a debtor, a voluntary petition has been filed by the Vendor under any of the chapters of Title 11 of the United States Code,
 - f. a voluntary petition has been filed by the Vendor under any of the chapters of Title 11 of the United States Code,
 - g. Vendor intentionally discloses confidential information,
 - h. Vendor has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.

T. CONTRACT CLOSEOUT

Upon termination of the contract for any reason the Vendor shall within thirty (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 Vendor is permitted to keep the information or data by contract or rule of law. Vendor 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 Vendor's routine back up procedures,
4. Cooperate with any successor Contactor, person, or entity in the assumption of any or all of the obligations of this contract,
5. Cooperate with any successor Contactor, person, or entity with the transfer of information or data related to this contract,
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

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

U. PROHIBITED PRODUCTS

The State will not accept Gray Market Products for this solicitation. Gray Market is defined as the trade of a commodity through distribution channels which, while legal, are unofficial, unauthorized, or unintended by the original manufacturer. Gray Market items are not designed to be sold in a particular market and cannot be supported by the authorized importer because of various reasons.

The State will not accept any products made by a company owned by the Chinese Communist Party. Furthermore, pursuant to Executive Order No. 23-05, the State will not accept any communications equipment or services developed by organizations on the Federal Communications Commission's Covered List.

The State will not accept goods from countries or persons identified on the Office of Foreign Assets Control Sanctions List.

V. AMERICANS WITH DISABILITIES ACT

Vendor 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.

III. VENDOR DUTIES

Bidder should read the Vendor Duties within this section and must initial either "Accept All Terms and Conditions Within Section as Written" or "Exceptions Taken to Vendor Duties Within Section as Written" in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the "Exceptions" field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. 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 solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

Accept All Vendor Duties Within Section as Written (Initial)	Exceptions Taken to Vendor Duties Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)



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A. INDEPENDENT VENDOR / OBLIGATIONS

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

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

The Vendor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Vendor 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 bidder's solicitation response 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 Vendor to the contract shall be employees of the Vendor or a subcontractor and shall be fully qualified to perform the work required herein. Personnel employed by the Vendor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Vendor or the subcontractor respectively.

With respect to its employees, the Vendor 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 Vendor's employees, including all insurance required by state law,
3. Damages incurred by Vendor'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 Vendor'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 Vendor, its officers, agents, or subcontractors or subcontractor's employees).

If the Vendor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the solicitation response. The Vendor shall agree that it will not utilize any subcontractors not specifically included in its solicitation response in the performance of the contract without the prior written authorization of the State. If the Vendor subcontracts any of the work, the Vendor agrees to pay any and all subcontractors in accordance with the Vendor's agreement with the respective subcontractor(s).

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

Vendor 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 Vendor 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. FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT CERTIFICATION (Nonnegotiable)

The Vendor certifies that it is not a scrutinized company as defined under the Foreign Adversary Contracting Prohibition Act, Neb. Rev. Stat. Sec. § 73-903 (5); that it will not subcontract with any scrutinized company for any aspect of performance of the contemplated contract; and that any products or services to be provided do not originate with a scrutinized company.

**C. EMPLOYEE WORK ELIGIBILITY STATUS**

The Vendor 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 Vendor is an individual or sole proprietorship, the following applies:

1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf>
2. The completed United States Attestation Form should be submitted with the Solicitation response.
3. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Vendor understands and agrees that lawful presence in the United States is required, and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

D. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Nonnegotiable)

The Vendor 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 Vendors 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 Vendor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Vendor shall insert a similar provision in all Subcontracts for goods and services to be covered by any contract resulting from this Solicitation.

E. COOPERATION WITH OTHER VENDORS

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

F. DISCOUNTS

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the solicitation response. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

G. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Solicitation. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

All prices, costs, and terms and conditions submitted in the solicitation response shall remain fixed and valid commencing on the opening date of the solicitation until the contract terminates or expires.

The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

The State will be given full proportionate benefit of any decreases for the term of the contract.

H. PERMITS, REGULATIONS, LAWS

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 Vendor shall obtain and pay for



all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Vendor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

I. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Vendor 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. Vendor 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.

J. INSURANCE REQUIREMENTS

The Vendor 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 Vendor shall not commence work on the contract until the insurance is in place. If Vendor subcontracts any portion of the Contract the Vendor 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 Vendor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Vendor 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 Vendor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Vendor hereunder.

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

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

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

1. WORKERS' COMPENSATION INSURANCE

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

The Vendor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Vendor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Vendor 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 Vendors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Vendors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$3,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$5,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

**3. EVIDENCE OF COVERAGE**

The Vendor shall furnish the Contract Manager, via email, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

121962 O3

Nebraska Department of Labor
Attn: Procurement
550 S 16th Street
Lincoln, NE 68508
NDOL.Procurement@nebraska.gov

These certificates or the cover sheet shall reference the solicitation 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 Vendor to maintain such insurance, then the Vendor 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 Vendor.

K. ANTITRUST

The Vendor 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.

L. CONFLICT OF INTEREST

By submitting a solicitation response, vendor certifies that no relationship exists between the vendor and any person or entity which either is, or gives the appearance of, a conflict of interest related to this solicitation or project.

Vendor further certifies that vendor will not employ any individual known by vendor to have a conflict of interest nor shall vendor 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, vendor shall provide with its solicitation response 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 solicitation response evaluation.

M. ADVERTISING

The Vendor 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.

N. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Nonnegotiable)

1. The State of Nebraska is committed to ensuring that all information and communication technology (ICT), developed, leased, or owned by the State of Nebraska, affords equivalent access to employees, program participants and members of the public with disabilities, as it affords to employees, program participants and members of the public who are not persons with disabilities.
2. By entering into this Contract, Vendor understands and agrees that if the Vendor is providing a product or service that contains ICT, as defined in subsection 3 below and such ICT is intended to be directly interacted with by the user or is public facing, such ICT must provide equivalent access, or be modified during implementation to afford equivalent access, to employees, program participants, and members of the public who have and who do not have disabilities. The Vendor may comply with this section by complying with Section 508 of the Rehabilitation Act of 1973, as amended, and its implementing standards adopted and promulgated by the U.S. Access Board.



3. ICT means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Vendor hereby agrees ICT includes computers and peripheral equipment, information kiosks and transaction machines, telecommunications equipment, customer premises equipment, multifunction office machines, software, applications, web sites, videos, and electronic documents. For the purposes of these assurances, ICT does not include ICT that is used exclusively by a Vendor.

O. DISASTER RECOVERY/BACK UP PLAN

The Vendor 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.

P. DRUG POLICY

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

Q. WARRANTY

Despite any clause to the contrary, the Vendor 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 Vendor 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 Vendor is unable to perform the services as warranted, Vendor shall reimburse the State all fees paid to Vendor 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.

R. TIME IS OF THE ESSENCE

Time is of the essence with respect to Vendor's performance and deliverables pursuant to this Contract.



IV. PAYMENT

Bidder should read the Payment clauses within this section and must initial either "Accept All Terms and Conditions Within Section as Written" or "Exceptions Taken to Payment clauses Within Section as Written" in the table below. If exception is not taken to a provision, it is deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the "Exceptions" field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. 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 solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

Accept All Payment Clauses Within Section as Written (Initial)	Exceptions Taken to Payment Clauses Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
ACD		

A. PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)

Pursuant to Neb. Rev. Stat. § 81-2403, "[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 (Nonnegotiable)

The State is not required to pay taxes and assumes no such liability as a result of this Solicitation. The Vendor 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 Vendor's equipment which may be installed in a state-owned facility is the responsibility of the Vendor.

C. INVOICES

Invoices for payments must be submitted by the Vendor to the agency requesting the services with sufficient detail to support payment. Contractor will submit a bi-weekly invoice to NDOL.Procurement@nebraska.gov. Invoices must include supporting documentation as deemed acceptable by NDOL.

The terms and conditions included in the Vendor'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. **The State shall have forty-five (45) calendar days to pay after a valid and accurate invoice is received by the State.**

D. INSPECTION AND APPROVAL

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

The State and/or its authorized representatives shall have the right to enter any premises where the Vendor 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 (Nonnegotiable)**

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 Vendor 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 Vendor prior to the Effective Date of the contract, and the Vendor hereby waives any claim or cause of action for any such goods or services.

F. LATE PAYMENT (Nonnegotiable)

The Vendor 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 (Nonnegotiable)

The State's obligation to pay amounts due on the Contract for 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 Vendor 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 Vendor 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 Vendor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (First Paragraph is Nonnegotiable)

The State shall have the right to audit the Vendor's performance of this contract upon a thirty (30) days' written notice. Vendor 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 Vendor 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 Vendor shall make the Information available to the State at Vendor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Vendor so elects, the Vendor 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 Vendor be required to create or maintain documents not kept in the ordinary course of Vendor's business operations, nor will Vendor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to Vendor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Vendor, the Vendor 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 Vendor agrees to correct any material weaknesses or condition found as a result of the audit.

RFP Section V Project Description and Scope of work	Mandatory Requirement	See also	Question	Bidder response
	B BUSINESS REQUIREMENTS: General Operational Requirements			
1.b.	a. Contractor shall ensure that agents have a secure and dedicated workspace that prevents unauthorized access to claimant data.		Describe your site security and how you will maintain security. Both physical and technological security. Describe your experience handling Personal Protected Information (PPI) and sensitive information. 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 manner for any reason not authorized by NDOL.	1. Site Security and Protection of Claimant Data TSCTI is fully committed to ensuring the highest standards of physical and technological security to protect all claimant data in alignment with NDOL's requirements. Physical Security: TSCTI operates a dedicated 60,000 sq. ft. secure call center facility located in West Virginia, which is equipped with controlled access points, electronic badge entry systems, surveillance cameras, and on-site security personnel during business hours. The facility holds Top-Secret Facility Clearance from both the Department of Defense (DoD) and the Department of Homeland Security (DHS), ensuring stringent safeguards against unauthorized access. Each agent operates in a secure, dedicated workspace that is physically isolated from public access, in compliance with contract provisions to prevent unauthorized access to claimant data. All visitors are logged, verified, and escorted while on-site, and server rooms are restricted to authorized personnel only. Technological Security: TSCTI's infrastructure is hosted on FedRAMP-certified AWS cloud platforms, ensuring end-to-end encryption, access control, and data residency compliance. Systems are SOC 2 Type II audited, and all data centers adhere to FISMA, HIPAA, and NIST 800-53 standards. Endpoint devices used by agents are hardened with antivirus, multi-factor authentication (MFA), endpoint encryption, and role-based access controls to ensure data is not accessible beyond authorized individuals. We utilize VPN-secured access for all systems and monitor agent activity in real-time to detect and mitigate any behavioral anomalies or potential breaches. 2. Legal Compliance and Experience with Sensitive Data TSCTI operates in full compliance with all applicable federal and state laws and regulations, including but not limited to FERPA, HIPAA, FISMA, and state-specific unemployment insurance policies. Our Corporate Office of Information Security (OIS) leads enterprise-wide security governance and ensures our practices align with NIST, FIPS 199 High/High, and Federal Privacy Act standards. We have extensive experience handling Personally Protected Information (PPI) and other forms of sensitive data across contracts with the U.S. Office of Personnel Management, Department of Health and Human Services, and various state agencies. Our staff is regularly trained on data handling protocols, confidentiality agreements, and incident response procedures. We perform routine internal audits, bi-annual disaster recovery/business continuity plan (DR/BCP) testing, and annual plan reviews to ensure continued alignment with client and regulatory expectations. In addition, all staff members who handle NDOL data are required to sign confidentiality and data use agreements prior to system access and must complete annual recertification training on secure handling of Personally Protected Information (PPI) and sensitive data. 3. Data Use, Access, and Dissemination Controls All data resulting from NDOL services will be stored, accessed, and managed in strict accordance with the terms outlined in the RFP. Access to claimant data is strictly role-based and granted on a need-to-know basis only. No data is used, accessed, shared, or disseminated outside of the scope expressly authorized by NDOL. Our systems support complete audit trails, access logs, and security event monitoring, which are reviewed by our security operations center to flag and prevent unauthorized activity. TSCTI's Corporate Privacy Official ensures that all data usage complies with contract-specific requirements and that any data access by staff is fully documented, tracked, and justifiable.
2.a	2. Legal Compliance a. Contractor shall operate in full compliance with all applicable federal and state laws and regulations throughout the contract term.			
3.b	b. Contractor shall supply a method of telephonic interpretation for non-English and non-Spanish language interpretation services.			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.
6.b	B BUSINESS REQUIREMENTS: Call Center Service Requirements			
3.a	a. The IVR shall: i. Process calls per NDOL approved scripts ii. Offer multi-language support iii. Monitor system performance continuously iv. Provide detailed IVR reporting to NDOL.	See also V.C.3.E.v The IVR shall provide monitoring and reporting capabilities to track the status and workload of agents, enabling management and NDOL to oversee queue performance and analyze key customer service metrics.	Describe in detail your Interactive voice response system. Include the total capabilities and any self-service options.	TSCTI provides a robust, scalable, and secure [REDACTED] These reports enable NDOL and TSCTI management to analyze system performance, make data-driven adjustments, and continuously improve service delivery. Key IVR Capabilities: 1. Scripted Call Processing: The IVR processes all calls strictly according to NDOL-approved scripts, ensuring consistent messaging and compliance. Scripts are developed collaboratively with NDOL stakeholders and are fully configurable to adapt to any changes in policy or procedure. 2. Multi-Language Support: The IVR offers multi-language support, enabling callers to select their preferred language at the outset. This feature integrates seamlessly with our telephonic interpretation services, ensuring claimants receive assistance in English, Spanish, or other languages as required. 3. Self-Service Options: The IVR empowers callers to complete a range of self-service transactions, such as checking claim status, obtaining addresses, contact details, and website information, scheduling callbacks, and accessing frequently requested information. This reduces call volumes handled by live agents and expedites service for routine inquiries. Self-service options are customizable based on NDOL's business rules and can be expanded to include options such as PIN resets, document submission instructions, and eligibility FAQs. All self-service transactions are logged for transparency and included in the IVR reporting suite. All IVR script changes or updates are version-controlled and implemented only after written approval from NDOL, ensuring regulatory compliance and consistent claimant communication. 4. Real-Time Monitoring and System Performance: Our IVR system is continuously monitored for performance consistency and operational health. Monitoring includes metrics such as call volume, abandonment rates, average handling time, and system uptime to proactively detect and resolve issues. In addition to technical system health, our IVR solution also provides real-time queue performance analytics, including call wait times, queue lengths, and system utilization metrics, enabling NDOL to proactively manage call traffic and resource allocation. 5. Automatic Call Distribution (ACD) Integration: The IVR works hand-in-hand with a multichannel Automatic Call Distribution system that supports skills-based routing and intelligent call handling. Information collected during IVR interactions "screens pops" to call center agents, reducing caller repetition and enabling agents to provide focused, personalized service. 6. Queue Management and Callback Scheduling: The IVR manages queue status, offering callers options such as waiting in the queue or requesting scheduled callbacks, which helps maintain low abandonment rates and improves the caller experience. 7. Comprehensive IVR Reporting: TSCTI provides NDOL with detailed real-time and historical reports that track: • IVR call volumes and interactions • Caller flow and drop-off points • Agent workload and queue status • Key performance indicators (KPIs) such as Average Speed to Answer (ASA), Average Handle Time (AHT), and abandonment rates. These reports enable NDOL and TSCTI management to analyze system performance, make data-driven adjustments, and continuously improve service delivery. 8. Agent Workload and Status Monitoring: Our IVR system includes real-time queue dashboards and agent utilization reports that allow TSCTI supervisors and NDOL management to view live agent status (available, on hold, etc.) and distribution of calls among agents and supervisor workloads. TSCTI maintains a robust in-house training team comprised of experienced training specialists, supervisors, and dedicated trainers who collaboratively develop and deliver a comprehensive and continuous training program tailored specifically to the needs of each client. Our training approach is proactive, thorough, and designed to equip agents with the knowledge, skills, and confidence required to deliver exceptional customer service in alignment with State Agency requirements. Our curriculum is designed in collaboration with NDOL to ensure that all agents are thoroughly trained in Federal, State, and Local regulations, including applicable unemployment insurance policies, State Agency operations, and claimant confidentiality requirements.
3.b	ii. The Contractor shall train and manage agents assigned to the call center as follows: a) Develop, conduct, and maintain a comprehensive and continuous training program providing agents with the appropriate knowledge and current information to perform services required by the State Agency. b) Ensure that all agents are trained in Federal, State, and Local policies, procedures, and State Agency operations, with approval/agreement by the State Agency. c) Develop and update training manuals and training records for the State Agency's review and approval. d) Provide copies of all training materials to the State Agency on an ongoing basis. e) Implement a procedure and schedule for ongoing training, refresher training, and have a dedicated trainer on-site to conduct trainings that will be monitored by the State Agency.		Describe your capacity of in-house trainers and approach to onboarding new call center staff to the project.	In-House Training Capacity Onboarding and Training Program TSCTI's onboarding process for new call center staff is structured, detailed, and multi-phased, ensuring that agents are fully prepared before they begin live call handling: • Initial Training: Spanning approximately four weeks, new hires participate in an orientation that introduces TSCTI's corporate culture, policies, ethics, client confidentiality, and basic business practices. Agents receive access to training handbooks and online resources. • Soft Skills Development: Trainees engage in customer service skills training, including active listening, call etiquette, conflict resolution, cultural sensitivity, and de-escalation techniques. Accent and cultural neutralization are mandatory components to ensure clear communication. • Systems and Procedures Training: Agents receive detailed instruction on using the client's Customer Relationship Management (CRM) system and telephony platforms (e.g., Cisco), including call handling, transfer protocols, reporting, and documentation processes. • Scenario-Based Role Play: To reinforce learning, trainees participate in practical role-plays simulating common and complex customer interactions, ensuring skills can be applied effectively in real situations. • Get Started Guide and Help Desk Support: Each new agent receives a tailored "Get Started Guide" outlining key systems and processes, with ongoing access to TSCTI's Customer Support Help Desk for technical assistance during onboarding. • Mentoring and Transition to Live Calls: Following classroom training, agents undergo a two-week mentoring phase with direct support from trainers, supervisors, and quality assurance personnel. One-on-one coaching addresses individual learning needs, ensuring agents meet performance standards before full call handling responsibilities.
5.b, ii a) thru e)				Ongoing and Refresher Training TSCTI is fully committed to ensuring compliance with all Federal, State, and Local relevant reporting requirements. We understand the importance of adhering to regulatory frameworks and maintaining transparency throughout our operations. Our robust reporting capabilities are designed to support the accurate and timely submission of required reports, ensuring that we meet the legal and operational standards set by governing bodies. In addition to standard reporting processes, TSCTI can generate specialized reports for compliance purposes, ensuring that all applicable reporting standards and deadlines are met. TSCTI works closely with clients to define specific reporting requirements and ensure that the report formats are optimized to meet their needs. The core of our reporting solution is powered by our telephony solution and call tracking system, which generates a standard set of reports on demand throughout the day and summarizes results daily, weekly, monthly, and annually as required by the contract. TSCTI's reporting tools offer full transparency by providing real-time access to all reports, customizable filtering options, and the ability to generate ad-hoc reports on demand. NDOL users will be provided secure, role-based login credentials that grant 24/7 access to the reporting dashboard. This dashboard supports dynamic filtering by date, time interval, queue, agent, language, and call category, allowing NDOL to monitor KPIs in real time without requiring TSCTI intervention. Our real-time dashboard features a live feed displaying current call volume, queue status, and call fluctuation trends, enabling NDOL to identify surges and respond proactively. The NDOL can use these tools to filter by date, time, agent, queue, and call type, ensuring all performance metrics are accurately tracked and easily accessible. These reports will be delivered to clients or other designated recipients, offering critical performance data for monitoring, program forecasting, and quality customer service. TSCTI will provide one dedicated login to the NDOL to access all historical reports, ensuring full transparency. This login will allow the NDOL to view and download reports on demand, providing real-time visibility into all assigned queues managed by the Contractor. TSCTI's transparent, flexible, and accessible reporting tools provide our clients with the oversight and data needed to effectively monitor project activities, ensuring compliance with all relevant reporting requirements and supporting operational efficiency. Below is the list of reports available to the NDOL to measure TSCTI's performance: Daily Performance Metrics/Agent Activity Reports/ Service Level Rate: • Total call volume and call volume handled. • The total handle time for those calls • QA satisfaction percentages • Other Call Metrics
6.a i-vi	Report Requirements a. The contractor shall provide a real-time dashboard that displays the most important KPIs. This dashboard should be accessible to NDOL daily, ensuring continuous monitoring and immediate visibility of the call center's performance. Required KPIs include, but are not limited to: i. Call Statistics Reports: Detail and summary reports, aggregated and detailed data for calls received, abandoned, answered, resolved, etc. ii. Interval Reports: Ability to filter and sort reports by specific intervals such as hourly, daily, weekly, etc. iii. Real-Time Call Volume: A live feed showing the current call volume and any fluctuations in real time. iv. Service Level Compliance: Monitoring adherence to agreed-upon service levels (e.g., response time, abandonment rates). v. Agent Performance: Metrics on agent effectiveness, including call handling time, resolution rates, and customer satisfaction scores. vi. Call Categories: Detailed breakdowns of call categories, including volumes, common issues, and customer feedback.		Describe your ability to meet the reporting requirements set forth in Section V.C.6, including ad hoc reporting capabilities including offline reporting capabilities and client accessibility.	

	<p>Disruption in service a. In the event of a disruption in service, Contractor shall notify NDOL POC immediately and provide a timeline for resolving the issue.</p>			<p>TSCIT takes a structured and proactive approach to managing customer requests, complaints, concerns, and feedback. Our goal is to ensure prompt issue resolution while maintaining high service standards and minimizing operational disruptions. In accordance with NDOL's requirements, TSCIT has a defined protocol to immediately notify the NDOL Point of Contact (POC) in the event of any service disruption or major system outage. This notification will include a timestamp of occurrence, an initial incident summary, known or suspected root cause, impacted systems or services, and an estimated time to resolution. TSCIT will continue to provide real-time updates until full restoration and submit a post-incident report with findings and corrective actions. This ensures NDOL has continuous visibility and can maintain oversight in critical operational situations.</p> <p>[REDACTED]</p>
7. d.	<p>C.SCOPE OF WORK</p>		<p>Describe your quality monitoring process.</p>	
	<p>The contractor shall notify the NDOL POC if the queue wait time exceeds 3 minutes and provide the corrective action plan.</p>			<p>[REDACTED]</p>
3.A.v.				<p>[REDACTED]</p>
	<p>CRM shall integrate with third party systems and provide easy access to data for integration with other systems, reports, and data analysis.</p>			<p>TSCIT maintains a robust, in-house Customer Relationship Management (CRM) platform that can be offered to fulfill the Work, should NDOL choose to adopt our solution. TSCIT's CRM is a proven, secure, and highly functional platform designed to support complex, multi-channel customer engagement. Our CRM is purpose-built to support government and enterprise level case management, citizen engagement, workforce tracking, and performance analytics, and it integrates seamlessly with our [REDACTED] selected by NDOL for use, we are prepared to fully configure, secure, and share this platform for NDOL's needs while ensuring transparency, accountability, and operational excellence throughout the contract period.</p> <p>Key Features and Functions [REDACTED] Key features include: [REDACTED]</p>
3.B. iv				<p>[REDACTED]</p>
	<p>v. CRM shall allow for data to be exported in multiple formats (such as, excel, word, PDF)</p>		<p>Describe the Customer Relationship Management (CRM) system used and whether it was developed in-house or off-the-shelf. If off the shelf, please specify the product and company. Please describe the capabilities of the Customer Relationship Management systems in use.</p>	<p>[REDACTED]</p> <p>1. Real-Time NDOL Access and Visibility Role-based CRM access will be granted to designated NDOL staff, enabling them to view, search, and extract data across service tickets, call logs, chat records, performance metrics, and customer feedback. Users can monitor live dashboards displaying metrics such as call queue statuses, agent activity, resolution times, and customer sentiment. The CRM tracks each agent's active, pending, and resolved cases, including callback assignments and open tickets, allowing NDOL supervisors to monitor individual workloads in real time. Supervisors can use this data to reassign tasks and balance workload across agents. Queue performance indicators are visible in the dashboard, including number of agents online, queue lengths, longest waiting call, and service level thresholds. Audit logs are maintained to track user actions and ensure system transparency.</p> <p>2. Scheduled Operational and Performance Reporting All CRM reports, dashboards, and raw data logs can be exported by NDOL users in multiple formats including Excel (.xlsx), Word (.docx), PDF (.pdf), and CSV (.csv). These export options enable easy integration with NDOL's internal tools and simplify documentation for audits, compliance, and program reviews. TSCIT will configure and automate a comprehensive suite of scheduled reports to provide NDOL with insights into contact center operations, workforce productivity, and customer service outcomes. All reports are available in PDF, Excel, and CSV formats, and can be emailed directly or accessed via a secure reporting dashboard. Examples of standard scheduled reports include: Daily Reports • Call volume and call type distribution by channel (phone, chat, email) • Unanswered calls and average wait times • Queue-level performance and agent availability Weekly Reports • Ticket aging and resolution time trends • Agent-level productivity metrics • Escalation patterns and root cause categories Monthly Reports • SLA adherence (response and resolution timelines) • Customer satisfaction (CSAT) scores and survey results • Trends in Language Support and Interpretation Service Usage</p>
3.B. v				<p>[REDACTED]</p>
3.B. vi	<p>vi. CRM shall allow for customizable workflows that allow for NDOL management to easily assign out callbacks and address NDOL management level escalations</p>			<p>[REDACTED]</p>
	<p>vii. The CRM shall contain at least the following functionality: 1. Case management (real-time reporting) a. End-to-end case tracking b. Quality assessment c. Customer service representative performance rating 2. Dashboard (real-time reporting) a. Review of team activity b. Team performance tracking c. Customer satisfaction tracking d. Key metrics e. Overall performance f. Team member performance g. Progression over time h. Reporting functions</p>			<p>3. Ad-Hoc Reporting and Data Requests NDOL stakeholders may request on-demand, customized reports to support investigations, audits, or special projects. TSCIT will fulfill such requests promptly through Custom filters (e.g., periods, issue types, agent IDs), Visual dashboards or pivot tables, and Drill-down reports on specific cases, agents, or issue trends. These ad-hoc reports ensure flexibility and allow NDOL teams to respond quickly to emerging concerns or performance anomalies.</p> <p>4. Compliance and Data Security All data shared with NDOL will adhere to stringent data privacy, ownership, and security requirements, including FedRAMP, HIPAA, and ILA compliance, AES-256 encryption at rest, and TLS 1.2 encryption in transit. Regular data backups and secure storage in US-based, geographically dispersed data centers. Full data ownership and export rights are guaranteed to NDOL, including post-contract data transfer.</p>
3.B. vii				<p>[REDACTED]</p>
3.B. ix	<p>ix. The CRM shall provide monitoring and reporting capabilities to track the status and workload of agents, enabling management and NDOL to oversee queue performance and analyze key customer service metrics.</p>			<p>[REDACTED]</p>
3.C. ix	<p>ix. Contractor CRM shall provide for NDOL staff to review, prioritize, and assign out callback requests to optimize resource allocation. Daily callbacks should be able to be assigned out by NDOL to several staff members within 15 minutes time.</p>			<p>[REDACTED]</p>

3.D. ii	ii.If the abandoned call rate exceeds 10%, corrective action shall be taken and the NDOL POC will be informed of performance issues and the corrective action plan.			<p>TSCIT employs a dynamic, data-driven workforce planning model designed to ensure consistent adherence to NDOL's performance standards across all operating hours and scenarios. All personnel supporting this contract will be exclusively dedicated to NDOL service delivery and will not be shared across other client engagements. Our model ensures that trained personnel are always available to manage fluctuating call volumes, minimizing abandonments, and maximizing customer satisfaction.</p> <p>We utilize historical call volume and trend analysis, real-time monitoring, and predictive analytics via [REDACTED] to forecast demand, preemptively adjust resources, and ensure optimal coverage during peak and off-peak hours. Our ITIL 4-based Service Level Management (SLM) framework governs all performance targets and staffing decisions through structured service level monitoring and incident response protocols.</p> <p>We maintain a staffing buffer of trained backup agents who can be activated within minutes to handle sudden call volume surges or unplanned absences. This agility is enhanced by our flexible scheduling system that allows staff to be quickly added/diverted based on live queue status, ensuring no performance degradation. We also employ workforce optimization techniques such as staggered shifts, split shifts, and part-time agent pools to align with hourly demand. Escalation teams and supervisors receive live dashboards to reassign agents as needed for callback management or NDOL-level escalations.</p> <p>KPI Component: Average Speed to Answer (ASA) Target: ≤ 3 minutes [REDACTED]</p> <p>KPI Component: Average Handle Time (AHT) Target: ≤ 10 minutes [REDACTED]</p> <p>KPI Component: After Call Work (ACW) Target: ≤ 1.5 minutes [REDACTED]</p> <p>KPI Component: Abandoned Call Percentage Target: ≤ 10% [REDACTED]</p> <p>KPI Component: Repeat Caller Percentage Target: ≤ 20% [REDACTED]</p> <p>KPI Component: Scheduled Callback Percentage Target: ≤ 20% [REDACTED]</p> <p>KPI Component: Customer Satisfaction (CSAT) Target: ≥ 85% [REDACTED]</p> <p>KPI Component: CRM/NEworks Call Documentation Accuracy Target: ≥ 95% of all calls [REDACTED]</p> <p>KPI Component: Call Answer Rate (non-IVR) Target: ≥ 88% [REDACTED]</p> <p>KPI Component: Hold Time Target: ≤ 2 minutes [REDACTED]</p> <p>Contingency & Surge Readiness In case of sudden volume spikes or disaster scenarios, TSCIT activates our Surge Response Protocol, which includes:</p> <ul style="list-style-type: none"> •Deployment of remote agents from our cross-trained reserve pool. •Alert-based staffing adjustments via [REDACTED] •Auto-alerts to supervisors if KPIs are trending out of tolerance. •Callback queues dynamically reprioritized with real-time updates.
3.F.i	i. The Contractor shall provide staff exclusively dedicated to fulfilling the State's/Agency's stated requirements.			
3.F.ii	ii.The Contractor shall have the ability to add/divert trained staff to handle increasing/decreasing call volume during peak/off periods in compliance of performance standards.			
3.F.iii	iii.The contractor shall achieve the following Key Performance Indicators (KPIs): oAverage Speed to Answer (ASA): ≤3 minutes oAverage Handle Time (AHT): ≤10 minutes oAfter Call Work (ACW): ≤1.5 minutes oAbandoned Call Percentage: ≤10% oRepeat Caller Percentage: ≤20% oScheduled Callback Percentage: ≤20% oCustomer Satisfaction Score (CSAT): 85%		Describe your approach to workforce planning, including the speed, agility, and flexibility necessary to match your workforce to the fluctuating demand of this contract. Include the processes in place to adjust staffing, workflows, or resource allocation in response to sudden changes in call volume or unexpected events. How will you ensure KPIs are met in the performance of this contract?	
3.F.iv	Additional performance standards the contractor shall achieve are: oCapturing accurate and detailed information within CRM and NEworks systems on 95% of all calls (including callbacks) oAnswer at least 98% of all incoming calls, one hundred percent (100%) of the time (calls dropped in the IVR are not counted towards this number). oCallers should not be placed on hold for longer than 2 minutes.			
3.L.i	i.Contractors shall create and maintain audio recordings of all calls. Contractor shall maintain audio recordings of calls for at least thirty (30) days.		Explain percentage of calls are digitally recorded and how long are these recordings stored? Client requested recordings must be made available within 24 hours of the request.	TSCIT digitally records 100% of all inbound and outbound calls managed through our CXConnect platform, including calls that result in scheduled callbacks. These recordings are automatically tagged with metadata such as timestamp, agent ID, caller ID, queue ID, and call resolution status to facilitate fast retrieval and audit readiness. All call recordings are securely stored for a minimum of thirty (30) days, in alignment with NDOL's requirement. However, our system can be configured to maintain recordings for a longer period if needed for compliance or audit purposes. Client-requested recordings are made available within 24 hours of request, via a secure download link or direct access through the supervisor portal (if applicable). NDOL-authorized personnel will be provided with secure credentials to request or retrieve recordings directly from the system. All data, including call recordings, is stored in FedRAMP, HIPAA, and IL4-compliant environments, using AES-256 encryption at rest and TLS 1.2 encryption in transit. Access to recordings is role-restricted and logged to ensure security and accountability.
3.L.ii	ii.Contractors shall make call recordings available to NDOL within 24 hours upon request.			

COST PROPOSAL
NDOL Call Center Support for Unemployment Insurance Services
RFP 121962 - 03
Bidder's Name: 22nd Century Technologies, Inc.

Bidder to complete the following cost proposal, which shall include all costs of staffing including labor, employee benefits and all statutory employment costs and all other direct costs of operating the call center as described in Section V of the RFP.

Deliverable Section	Summary of Total Project Costs	Annual Cost Year 1	Optional Renewal One Annual Cost	Optional Renewal Two Annual Cost	Optional Renewal Three Annual Cost	Optional Renewal Four Annual Cost
V.B.6.b.i	Interpretation expenses (paid biweekly)	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
V.D. a	Project Planning and Management	\$35,000.00	\$0.00	\$0.00	\$0.00	\$0.00
V.D. b	Outline and phase management	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00
V.D. c	Daily First Tier Support and call reporting (paid biweekly)	\$1,007,068.80	\$1,027,210.18	\$1,047,754.38	\$1,068,709.47	\$1,090,083.66
	Total Project Costs	\$1,072,068.80	\$1,052,210.18	\$1,072,754.38	\$1,093,709.47	\$1,115,083.66