

State of Nebraska Department of Labor
REQUEST FOR PROPOSAL FOR SERVICES CONTRACT

SOLICITATION NUMBER	RELEASE DATE
121962 O3	May 22, 2025
OPENING DATE AND TIME	PROCUREMENT CONTACT
June 27, 2025 2:00 p.m. Central Time	Kyle McConnell

PLEASE READ CAREFULLY!
SCOPE OF SERVICE

The State of Nebraska (State), Department of Labor, is issuing this solicitation for a service contract for the purpose of selecting a qualified bidder to provide call center support for Unemployment Insurance services. A more detailed description can be found in Section V. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar services from other sources now or in the future.

The term of the contract will be (One) (1) year commencing upon October 1st 2025. The Contract includes the option to renew for (four) (4) additional (one) (1) (Year) periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

In the event that a contract with the awarded bidder(s) is cancelled or in the event that the State needs additional Vendors to supply the solicited services, this solicitation may be used to procure the solicited services for up to two (2) years from the date the Intent to Award is posted, provided that 1) the solicited goods or services will be provided by a bidder (or a successive owner) who submitted a response pursuant to this solicitation, 2) the bidder's solicitation response was evaluated, and 3) the bidder will honor the bidder's original solicitation response, including the proposed cost, allowing for any price increases that would have otherwise been allowed if the bidder would have received the initial award.

ALL INFORMATION PERTINENT TO THIS SOLICITATION CAN BE FOUND ON THE INTERNET AT:
<https://das.nebraska.gov/materiel/bidopps.html>.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the Solicitation, and the awarded solicitation response will be posted to a public website managed by DAS, which can be found at <http://statecontracts.nebraska.gov> and https://www.nebraska.gov/das/materiel/purchasing/contract_search/index.php.

In addition and in furtherance of the State's public records Statute (Neb. Rev. Stat. § 84-712 et seq.), all responses received regarding this Solicitation will be posted to the State Purchasing Bureau public website.

These postings will include the entire solicitation response. Bidder must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate file named conspicuously as "PROPRIETARY INFORMATION". The bidder should submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992). **THE BIDDER MAY NOT ASSERT THAT THE ENTIRE SOLICITATION IS PROPRIETARY. COST SHEETS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA.** The State will determine, in its sole discretion, if the disclosure of the information designated by the Bidder as proprietary would 1) give advantage to business competitors and 2) serve no public purpose. The Bidder will be notified of the State's decision. Absent a determination by the State that the information may be withheld pursuant to Neb. Rev. Stat. § 84-712.05, the State will consider all information a public record subject to disclosure.

If the State determines it is required to release withheld proprietary information, the bidder will be informed. It will be the bidder's responsibility to defend the bidder's asserted interest in non-disclosure.

To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, or solicitation response for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a solicitation response, specifically waives any copyright or other protection the contract, or solicitation response may have; and acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver are a prerequisite for submitting a solicitation response, and award of a contract. Failure to agree to the reservation and waiver will result in the solicitation response being found non-responsive and rejected.

Any entity awarded a contract or submitting a solicitation response agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all 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, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or solicitation response, awards, and other documents.

TABLE OF CONTENTS

REQUEST FOR PROPOSAL FOR SERVICES CONTRACT	i
GLOSSARY OF TERMS	v
ACRONYM LIST	x
I. PROCUREMENT PROCEDURE.....	1
A. GENERAL INFORMATION	1
B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS	1
C. SCHEDULE OF EVENTS	1
D. WRITTEN QUESTIONS AND ANSWERS	3
E. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Nonnegotiable).....	3
F. ETHICS IN PUBLIC CONTRACTING	3
G. DEVIATIONS FROM THE SOLICITATION	3
H. SUBMISSION OF SOLICITATION RESPONSES	4
I. SOLICITATION PREPARATION COSTS	5
J. FAILURE TO COMPLY WITH SOLICITATION	5
K. SOLICITATION RESPONSE CORRECTIONS	5
L. LATE SOLICITATION RESPONSES	5
M. BID OPENING.....	5
N. SOLICITATION REQUIREMENTS.....	5
O. EVALUATION COMMITTEE	6
P. EVALUATION OF SOLICITATION RESPONSES	6
Q. BEST AND FINAL OFFER	7
R. REFERENCE AND CREDIT CHECKS	7
S. AWARD	7
T. LUMP SUM OR "ALL OR NONE" SOLICITATION RESPONSES	7
U. REJECTION OF SOLICITATION RESPONSES	7
V. PRICES & COST CLARIFICATION	8
W. VENDOR DEMONSTRATIONS	8
II. TERMS AND CONDITIONS.....	9
A. GENERAL	9
B. NOTIFICATION	10
C. BUYER'S REPRESENTATIVE	10
D. GOVERNING LAW (Nonnegotiable)	10
E. BEGINNING OF WORK & SUSPENSION OF SERVICES	10
F. AMENDMENT	10
G. CHANGE ORDERS OR SUBSTITUTIONS.....	10
H. RECORD OF VENDOR PERFORMANCE.....	11
I. NOTICE OF POTENTIAL VENDOR BREACH.....	11
J. BREACH	11
K. NON-WAIVER OF BREACH	11
L. SEVERABILITY	11
M. INDEMNIFICATION	11
N. ATTORNEY'S FEES	12
O. ASSIGNMENT, SALE, OR MERGER	12
P. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUBDIVISIONS OF THE STATE OR ANOTHER STATE.....	12
Q. FORCE MAJEURE.....	13
R. CONFIDENTIALITY	13
S. EARLY TERMINATION.....	13
T. CONTRACT CLOSEOUT.....	13

U.	PROHIBITED PRODUCTS	14
V.	AMERICANS WITH DISABILITIES ACT	14
III.	VENDOR DUTIES	14
A.	INDEPENDENT VENDOR / OBLIGATIONS	15
B.	FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT CERTIFICATION (Nonnegotiable)	15
C.	EMPLOYEE WORK ELIGIBILITY STATUS	16
D.	COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Nonnegotiable)	16
E.	COOPERATION WITH OTHER VENDORS	16
F.	DISCOUNTS	16
G.	PRICES	16
H.	PERMITS, REGULATIONS, LAWS	16
I.	OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES	17
J.	INSURANCE REQUIREMENTS	17
K.	ANTITRUST	19
L.	CONFLICT OF INTEREST	19
M.	ADVERTISING	19
N.	NEBRASKA TECHNOLOGY ACCESS STANDARDS (Nonnegotiable)	19
O.	DISASTER RECOVERY/BACK UP PLAN	20
P.	DRUG POLICY	20
Q.	WARRANTY	20
R.	TIME IS OF THE ESSENCE	20
IV.	PAYMENT	21
A.	PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)	21
B.	TAXES (Nonnegotiable)	21
C.	INVOICES	21
D.	INSPECTION AND APPROVAL	21
E.	PAYMENT (Nonnegotiable)	22
F.	LATE PAYMENT (Nonnegotiable)	22
G.	SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Nonnegotiable) 22	
H.	RIGHT TO AUDIT (First Paragraph is Nonnegotiable)	22
V.	PROJECT DESCRIPTION AND SCOPE OF WORK	23
A.	PROJECT OVERVIEW	23
B.	BUSINESS REQUIREMENTS	23
C.	SCOPE OF WORK	26
D.	DELIVERABLES	29
VI.	SOLICITATION RESPONSE INSTRUCTIONS	30
A.	SOLICITATION RESPONSE SUBMISSION	30
	CONTRACTUAL AGREEMENT FORM	33

GLOSSARY OF TERMS

Acceptance Test Procedure: Benchmarks and other performance criteria, developed by the State or other sources of testing standards, for measuring the effectiveness of products or goods and the means used for testing such performance

Addendum: A written correction or alteration to a document during the solicitation process (e.g., Questions and Answers, Revised Schedule of Events, Addendum to Contract Award)

Agency: All officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations

Agent/Representative: A person authorized to act on behalf of another

Amend: To alter or change by adding, subtracting, or substituting

Amendment: A written correction or alteration to a document

Appropriation: Legislative authorization to expend public funds for a specific purpose; money set apart for a specific use

Automated Clearing House (ACH): Electronic network for financial transactions in the United States

Award: All purchases, leases, or contracts which are based on competitive solicitations will be awarded according to the provisions in the solicitation

Best and Final Offer (BAFO): In a competitive solicitation, the final offer submitted which contains Vendor's most favorable terms for price

Bid: See Solicitation Response

Bid Opening: The process of opening correctly submitted solicitation responses at the time and place specified in the written solicitation and in the presence of any bidder who wishes to attend

Bidder: A Vendor who submits a Solicitation Response

Breach: Violation of a contractual obligation by failing to perform or repudiation of one's own promise

Business: Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity

Business Day: Any weekday, except State-recognized holidays

Calendar Day: Every day shown on the calendar including Saturdays, Sundays, and State/Federal holidays

Cancellation: To call off or revoke a solicitation, purchase order, or contract without expectation of conducting or performing at a later time

Catalog/Non-Core: A printed or electronic list of products a Vendor may provide at a discounted rate or discount off list price to the State. Initial contract award(s) is not based on Catalog/Non-Core items

Central Processing Unit (CPU): Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software

Change Order: Document that provides amendments to an executed purchase order or contract

Collusion: An agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose

Commodities: Any equipment, material, supply, or goods; anything movable or tangible that is provided or sold

Commodities Description: Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results

Competition: The effort or action of two or more commercial interests to obtain the same business from third parties

Confidential Information: See Proprietary Information

Contract: An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement

Contract Administration: The management of the contract which includes and is not limited to contract signing, contract amendments and any necessary legal actions

Contract Award: Document that officially awards a contract to a bidder(s) as the result of a competitive solicitation or a vendor(s) in a contract that qualifies for an exception or exemption from the competitive bidding requirements of the State Procurement Act

Contract Management: The management of day-to-day activities at the agency which includes but is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Vendor

Contract Period: The duration of the contract

Contractor: See Vendor

Cooperative Purchasing: The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits

Copyright: A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work

Cost Sheet: A required document that is completed by the vendor in the prescribed format to show the vendor's pricing to provide the commodities or perform the services requested.

Critical Program Error: Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract

Customer Service: The process of ensuring customer satisfaction by providing assistance and advice on those commodities or services provided by a Vendor

Default: The omission or failure to perform a contractual duty

Deviation: Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract

Evaluation: The process of examining a solicitation response after opening to determine the bidder's responsibility, responsiveness to requirements, and to ascertain other characteristics of the solicitation response that relate to determination of the successful award

Evaluation Committee: Individual(s) identified by the agency that leads the solicitation to evaluate solicitation responses

Extension: Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period; not to be confused with "Renewal Period"

Free on Board (F.O.B.) Destination: The delivery charges are included in the quoted price and prepaid by the Vendor. Vendor is responsible for all claims associated with damages during delivery of product.

Free on Board (F.O.B.) Point of Origin: The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product

Foreign Corporation: A foreign corporation that was organized and chartered under the laws of another state, government, or country

Goods: See Commodities

Installation Date: The date when the procedures described in "Installation by Vendor" and "Installation by State" as found in the solicitation or contract are completed

Interested Party: A person acting in their personal capacity or an entity entering into a contract or other agreement creating a legal interest therein

Late Solicitation Response: A solicitation response received after the Opening Date and Time

Licensed Software Documentation: The user manuals and any other materials in any form or medium customarily provided by the Vendor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently

Mandatory: Required, compulsory, or obligatory

May: Discretionary, permitted; used to express possibility

Module (see System): A collection of routines and data structures that perform a specific function of software

Must: See Shall

National Institute for Governmental Purchasing (NIGP): National Institute of Governmental Purchasing – Source used for assignment of universal commodity codes to goods and services

Non-core: See Catalog

Non-Responsive Solicitation Response: Any solicitation response that does not comply with the requirements of the solicitation or cannot be evaluated against the other solicitation responses

Nonnegotiable: These clauses are controlled by state law and are not subject to negotiation

Opening Date and Time: Specified date and time for the opening of received, labeled, and sealed formal solicitation responses

Operating System: The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources

Outsourcing: The contracting out of a business process that an organization may have previously performed internally or for which an organization has a new need to an independent organization from which the process is purchased back

Payroll & Financial Center (PFC): Electronic procurement system of record

Performance Bond: An insurance agreement accompanied by a monetary commitment by which a third party (the surety) accepts liability and guarantees that the Vendor fulfills any and all obligations under the contract

Personal Property: See Commodities

Platform: A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination

Point of Contact (POC): The person designated to receive communications and to communicate

Product: Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption

Program Error: Code in Licensed Software that produces unintended results or actions or that produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error.

Program Set: The group of programs and products, including the Licensed Software specified in the solicitation, plus any additional programs and products licensed by the State under the contract for use by the State

Project: The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and services to be provided under the contract

Proposal: See Solicitation Response

Proprietary Information: Trade secrets, academic and scientific research work that is in progress and unpublished or other information that if released would give advantage to business competitors and serve no public purpose. See Neb. Rev. Stat. § 84-712.05(3). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires

identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

Protest/Grievance:

A complaint about a governmental action or decision related to the solicitation or resultant contract under SPB's Protest Policy.

Quote: See Solicitation Response

Recommended Hardware Configuration: The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent used by the State as recommended by the Vendor

Release Date: The date of public release of the solicitation

Renewal Period: Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions; not to be confused with "Extension"

Request for Proposal (RFP): See Solicitation

Responsible Bidder: A Vendor who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance

Responsive Bidder: A Vendor who has submitted a solicitation response which conforms to all requirements of the solicitation

Shall: An order/command; mandatory

Should: Expected; suggested, but not necessarily mandatory

Software License: Legal instrument with or without printed material that governs the use or redistribution of licensed software

Solicitation: A formal invitation to receive quotes in the form of a Request for Proposal or Invitation to Bid

Solicitation Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Vendor will not withdraw the solicitation response

Solicitation Conference: A meeting scheduled for the purpose of clarifying a written solicitation and related expectations

Solicitation Response: An offer, quote, bid, or proposal submitted by a Vendor in response to a Solicitation

Specifications: The detailed statement, especially of the measurements, quality, materials, and functional characteristics, or other items to be provided under a contract

Subcontractor: Individual or entity with whom the Vendor enters a contract to perform a portion of the work awarded to the Vendor

System (see Module): Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the Vendor as functioning or being capable of functioning, as an entity

Termination:

Occurs when either Party, under a power created by agreement or law, puts an end to the contract prior to the stated expiration date; all obligations that are still executory on both sides are discharged but any right based on prior breach or performance survives

Third-Party: Any person or entity, including but not limited to fiduciaries, shareholders, owners, officers, managers, employees, legally disinterested persons, and subcontractors or agents, and their employees. It shall not include any entity or person who is an interested party to the contract or agreement

Trade Secret: Information, including but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. § 87-502(4))

Trademark: A word, phrase, logo, or other graphic symbol used by a manufacturer or Vendor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office

Upgrade: Any change that improves or alters the basic function of a product of service

Vendor: An individual or entity lawfully conducting business with the State, or licensed to do so, who seeks to provide and contract for goods or services under the terms of a Solicitation and/or Contract

Vendor Performance Report: A report completed by the using agency and submitted to State Purchasing Bureau documenting products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications

Will: See Shall

Work Day: See Business Day

ACRONYM LIST

ACD – Automated Call Distribution
ACW – After Call Work
AHT – Average Hold Time
ARO – After Receipt of Order
ASA – Average Speed to Answer
ACH – Automated Clearing House
ARO – After Receipt of Order
BAFO – Best and Final Offer
COI – Certificate of Insurance
CPU – Central Processing Unit
CRM – Customer Relationship Manager
CS – Claims Specialist
DAS – Department of Administrative Services
F.O.B. – Free on Board
FTE – Full-Time equivalents
ICT – Information and Communication Technology
ITB – Invitation to Bid
IVR- Interactive Voice Response
KPI – Key Performance Indicators
NDA – Non-disclosure agreement
NDOL – Nebraska Department of Labor
NIGP – National Institute for Governmental Purchasing
PA – Participating Addendum
RFP – Request for Proposal
SPB – State Purchasing Bureau
UI- Unemployment Insurance

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

This solicitation is designed to solicit responses from qualified bidders who will be responsible for providing Call center support for unemployment insurance services at a competitive and reasonable cost.

Solicitation responses shall conform to all instructions, conditions, and requirements included in the solicitation. Prospective bidders are expected to carefully examine all documents, schedules, and requirements in this solicitation, and respond to each requirement in the format prescribed. Solicitation responses may be found non-responsive if they do not conform to the solicitation.

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this solicitation reside with the Nebraska Department of Labor. The point of contact (POC) for the procurement is as follows:

RFP Number: 121962 O3
Name: Kyle McConnell Procurement Contract Officer
Agency: Department of Labor
Address: 550 South 16th Street
Lincoln, NE 68508
Telephone: 402-471-9944
E-Mail: ndol.procurement@nebraska.gov

From the date the solicitation is issued until the Intent to Award is issued, communication from the bidder is limited to the POC listed above. After the Intent to Award is issued, the bidder may communicate with individuals the State has designated as responsible for negotiating the contract on behalf of the State. No member of the State Government, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this solicitation. The POC will issue any answers, clarifications, or amendments regarding this solicitation in writing. Only the SPB or awarding agency can award a contract. Bidders shall not have any communication with or attempt to communicate or influence any evaluator involved in this solicitation.

The following exceptions to these restrictions are permitted:

1. Contact made pursuant to pre-existing contracts or obligations;
2. Contact required by the schedule of events or an event scheduled later by the POC; and
3. Contact required for negotiation and execution of the final contract.

The State reserves the right to reject a bidder's solicitation response, withdraw an Intent to Award, or terminate a contract if the State determines there has been a violation of these procurement procedures.

C. SCHEDULE OF EVENTS

The State expects to adhere to the procurement schedule shown below, but all dates are approximate and subject to change.

NOTE: All ShareFile links in the Schedule of Events below, are unique links for each schedule step. Please click the correct link for the upload step you are requesting.

Schedule of Events		
ACTIVITY		DATE/TIME
1. Release solicitation		May 22, 2025
	Last day to submit written questions.	
2. ShareFile link for uploading questions: https://nebraska.sharefile.com/r-r35a276529f4b4c6a932d17507b6a068e		June 6, 2025
3. State responds to written questions through solicitation "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/bidopps.html		June 23, 2025
4. Electronic Solicitation Opening – Online Via Webex IT IS THE BIDDER'S RESPONSIBILITY TO UPLOAD ELECTRONIC FILES BY OPENING DATE AND TIME. EXCEPTIONS WILL NOT BE MADE FOR TECHNOLOGY ISSUES. ShareFile Electronic Solicitation Submission Link: https://nebraska.sharefile.com/r-r0bb979771aa6401a8e2b16bdb275898e Join Webex Meeting Meeting link: https://sonvideo.webex.com/sonvideo/j.php?MTID=mdfa0b511d3cbeebc63a73dafb6d31e5e Meeting number (access code): 2491 475 8217 Meeting password: M9quCdyZX52 Tap to join from a mobile device (attendees only) +1-408-418-9388 , 24914758217## United States Toll Join by phone +1-408-418-9388 United States Toll Global call-in numbers Join from a video system or application Dial 24914758217 @ sonvideo.webex.com You can also dial 173.243.2.68 and enter your meeting number		June 27, 2025 2:00 PM Central Time
5. Review for conformance to solicitation requirements		July 1, 2025
6. Evaluation period		July 1, 2025 thru July 24, 2025
7. "Vendor Demonstrations" (if required)		August 8, 2025
8. Post "Notification of Intent to Award" to Internet at: https://das.nebraska.gov/materiel/bidopps.html		August 15, 2025
9. Contract finalization period		August 15, 2025 thru September 5, 2025
10. Contract award		September 10, 2025
11. Vendor start date		October 1, 2025

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any solicitation provision must be submitted in writing to NDOL and clearly marked "Solicitation Number 121962 O3; Call Center Support for Unemployment Insurance Services Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should submit questions for any items upon which assumptions may be made when preparing a response to the solicitation. Any solicitation response containing assumptions may be deemed non-responsive and may be rejected by the State. Solicitation responses will be evaluated without consideration of any known or unknown assumptions of a bidder. The contract will not incorporate any known or unknown assumptions of a bidder.

Questions should be uploaded using the ShareFile link provided in the solicitation Schedule of Events, Section I.C. It is recommended that bidders submit questions using the following format:

RFP Section Reference	RFP Page Number	Question

Written answers will be posted at <https://das.nebraska.gov/materiel/bidopps.html> per the Schedule of Events.

E. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Nonnegotiable)

All bidders must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements. The bidder who is the recipient of an Intent to Award may be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and 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> This should be accomplished prior to execution of the contract.

F. ETHICS IN PUBLIC CONTRACTING

The State reserves the right to reject solicitation responses, withdraw an intent to award or award, or terminate a contract if an ethical violation has been committed, which includes, but is not limited to:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the bidding process;
2. Utilizing the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity;
4. Submitting a solicitation response on behalf of another Party or entity; and
5. Colluding with any person or entity to influence the bidding process, submit sham solicitation responses, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the solicitation response, or prejudice the State.

The bidder shall include this clause in any subcontract entered into for the exclusive purpose of performing this contract.

Bidder shall have an affirmative duty to report any violations of this clause by the bidder throughout the bidding process and throughout the term of this contract for the awarded bidder and their subcontractors.

G. DEVIATIONS FROM THE SOLICITATION

The requirements contained in the solicitation (Sections II through VI) become a part of the terms and conditions of the contract resulting from this solicitation. Any deviations from the solicitation in Sections II through VI must be clearly defined by the bidder in its solicitation response and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the solicitation, requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this solicitation, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this solicitation. The State discourages deviations and reserves the right to reject proposed deviations.

H. SUBMISSION OF SOLICITATION RESPONSES

The State is only accepting electronic responses submitted in accordance with this solicitation. The State will not accept solicitation responses by mail, email, voice, or telephone, unless otherwise explicitly stated in writing by the State.

Pages may be consecutively numbered for the entire solicitation response or may be numbered consecutively within sections. Figures and tables should be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

The Technical Responses should not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical Response so that the bidder's understanding of the scope of work may be evaluated. The Technical Response shall disclose the bidder's technical requirements in as much detail as possible, including, but not limited to, the information required by the Technical Response instructions.

It is the bidder's responsibility to ensure the solicitation response is received electronically by the date and time indicated in the Schedule of Events. Solicitation Responses must be submitted via ShareFile by the date and time of the opening per the Schedule of Events. No late solicitation responses will be accepted.

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. The website can be found here: <https://das.nebraska.gov/materiel/bidopps.html>.

Emphasis should be concentrated on conformance to the solicitation instructions, responsiveness to requirements, completeness, and clarity of content. If the solicitation response is presented in such a fashion that makes evaluation difficult or overly time consuming the State reserves the right to reject the solicitation response as non-conforming.

The ShareFile link for uploading Solicitation Response(s) is provided in the Schedule of Events, Section I.C.

*****UNLESS OTHERWISE NOTED, DO NOT SUBMIT DOCUMENTS THAT CAN ONLY BE ACCESSED WITH A PASSWORD*****

1. Bidders must submit responses via ShareFile using the solicitation submission link.

Note: Not all browsers are compatible with ShareFile. Currently Google Chrome, Internet Explorer, Microsoft Edge, Safari, and Firefox are compatible. After the bidder clicks the solicitation response submission link, the bidder will be prompted to enter contact information including an e-mail address. By entering an e-mail address, the bidder should receive a confirmation email confirming the successful upload directly from ShareFile.

ShareFile link for uploading solicitation response(s) provided in the Schedule of Events, Section I.C.

- a. The Solicitation response and Proprietary information should be uploaded as separate and distinct files.
 - i. If duplicated responses are submitted, the State will retain only the most recently submitted response.
 - ii. If it is the bidder's intent to submit multiple responses, the bidder must clearly identify the separate submissions.
 - iii. It is the bidder's responsibility to allow time for electronic uploading. All file uploads must be completed by the Opening date and time per the Schedule of Events. No late responses will be accepted.
- b. **ELECTRONIC SOLICITATION RESPONSE FILE NAMES**

The bidder should clearly identify the uploaded solicitation response files. To assist in identification the bidder should use the following naming convention:

 - i. 121962 O3 Company Name
If multiple files are submitted for one solicitation response, add number of files to file names:
121962 O3 Company Name File 1 of 2
121962 O3 Company Name File 2 of 2
 - ii. If multiple responses are submitted for the same solicitation, add the response number to the file names:
121962 O3 Company Name Response 1 File 1 of 2

The "Contractual Agreement Form" must be signed manually in ink or by DocuSign and returned by the opening date and time along with the bidder's solicitation response and any other requirements as stated in this solicitation in order for the bidder's solicitation response to be evaluated.

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.

I. SOLICITATION PREPARATION COSTS

The State shall not incur any liability for any costs incurred by bidder's in replying to this solicitation, including any activity related to bidding on this solicitation.

J. FAILURE TO COMPLY WITH SOLICITATION

Violation of the terms and conditions contained in this solicitation or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. Rejection of a bidder's solicitation response,
2. Withdrawal of the Intent to Award,
3. Withdrawal of the Award,
4. Negative documentation regarding Vendor Performance,
5. Termination of the resulting contract,
6. Legal action; and
7. Suspension or Debarment of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation. Such period to be within the sole discretion of the State.

K. SOLICITATION RESPONSE CORRECTIONS

A bidder may correct a mistake in an electronically submitted solicitation response prior to the time of opening by uploading a revised and completed solicitation response.

1. If a corrected electronic solicitation response is submitted, the file name(s) date/time stamped with latest date/time stamp will be accepted. The corrected solicitation response file name(s) should be identified as:
 - a. Corrected 121962 O3 Company Name Response #1 File 1 of 2,
 - b. Corrected 121962 O3 Company Name Response #2 File 2 of 2, etc.

Changing a solicitation response after opening may be permitted if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

L. LATE SOLICITATION RESPONSES

Solicitation Responses received after the time and date of the opening will be considered late responses. Late responses will be considered non-responsive. The State is not responsible for responses that are late or lost regardless of cause or fault.

M. BID OPENING

The opening will consist of opening solicitation responses and announcing the names of bidders. Responses **WILL NOT** be available for viewing by those present at the opening. Responses will be posted to the State Purchasing Bureau website once an Intent to Award has been posted to the website. Once responses are opened, they become the property of the State of Nebraska and will not be returned.

N. SOLICITATION REQUIREMENTS

The solicitation responses will first be examined to determine if all requirements listed below have been addressed and whether further evaluation is warranted. Solicitation responses not meeting the requirements may be rejected as non-responsive. The requirements are as follows:

1. Original Contractual Agreement Form signed manually in ink or by DocuSign;
2. Clarity and responsiveness;
3. Completed Corporate Overview;
4. Completed Sections II through IV;
5. Completed Technical Response and Attachment #1 Required Bidder Responses; and
6. Completed Cost Sheet.

O. EVALUATION COMMITTEE

Solicitation Responses are evaluated by members of an Evaluation Committee(s). The Evaluation Committee(s) will consist of individuals selected at the discretion of the State. Names of the members of the Evaluation Committee(s) will not be published prior to the intent to award.

Any contact, attempted contact, or attempt to influence an evaluator that is involved with this Solicitation may result in the rejection of this response and further administrative actions.

P. EVALUATION OF SOLICITATION RESPONSES

All solicitation responses that are deemed responsive to the solicitation will be evaluated. Each evaluation category will have a maximum point potential. The State will conduct a fair, impartial, and comprehensive evaluation of all responses in accordance with the criteria set forth below. Areas that will be addressed and scored during the evaluation include:

1. Corporate Overview may include, but is not limited to:
 - a. the ability, capacity, and skill of the bidder to deliver and implement the system or project that meets the requirements of the Solicitation;
 - b. the character, integrity, reputation, judgment, experience, and efficiency of the bidder;
 - c. whether the bidder can perform the contract within the specified time frame;
 - d. the bidder's historical or current performance; and
 - e. such other information that may be secured and that has a bearing on the decision to award the contract.

In evaluating the corporate overview, the State may consider, past experiences with the vendor, references, the State's record of the vendor which may include, but is not limited to Vendor Compliance Request, Contract Non-Compliance Notice, vendor performance reports, and any information related to the vendor's historical or current character, integrity, reputation, capability, or performance with the State or a third-party.

2. Technical Response; and
3. Cost Sheet.

Neb. Rev. Stat. § 73-808 allows the State to consider a variety of factors, including, but not limited to, the quality of performance of previous contracts to be considered when evaluating responses to competitive solicitations in determining a responsible bidder. Information obtained from any Contract Compliance Request or any Contract Non-Compliance Notice (See Terms & Conditions, Section H) may be used in evaluating responses to solicitations for goods and services to determine the best value for the State.

Neb. Rev. Stat. § 73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone. When a state contract is to be awarded to the lowest responsible bidder, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident bidder, if all other factors are equal.

Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in (a) of this paragraph and (ii) the management and daily business operations of the business are controlled by one or more persons described in (a) of this paragraph. Any contract entered into without compliance with this section shall be null and void.

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a solicitation response in accordance with Neb. Rev. Stat. § 73-107 and has so indicated on the Contractual Agreement Form under "Vendor must complete the following" requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the Vendor within ten (10) business days of request:

1. Documentation from the United States Armed Forces confirming service,
2. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions),
3. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and

4. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

Failure to submit the requested documentation within ten (10) business days of notice will disqualify the bidder from consideration of the preference.

Q. BEST AND FINAL OFFER

Each bidder should provide its best offer with their original solicitation response and should not expect the State to request a best and final offer (BAFO).

The State reserves the right to conduct more than one BAFO. If requested by the State, the BAFO must be submitted on the BAFO Cost Sheet and in accordance with the State's instructions. Failure to submit a requested BAFO or failure to submit a BAFO in accordance with the State's instructions may result in rejection of the bidder's entire solicitation response. BAFOs may be scored and ranked by the Evaluation Committee.

R. REFERENCE AND CREDIT CHECKS

The State reserves the right to conduct and consider reference and credit checks. The State reserves the right to use third parties to conduct reference and credit checks. By submitting a solicitation response, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients. Reference and credit checks may be grounds to reject a solicitation response, withdraw an intent to award, or rescind the award of a contract.

S. AWARD

The State reserves the right to evaluate solicitation responses and award contracts in a manner utilizing criteria selected at the State's discretion and in the State's best interest. After evaluation of the solicitation responses, or at any point in the Solicitation process, the State of Nebraska may take one or more of the following actions:

1. Amend the solicitation;
2. Extend the date and time of a solicitation;
3. Waive deviations or errors in the State's solicitation process and in bidder responses that are not material, do not compromise the solicitation process or a bidder's response, and do not improve a Vendor's competitive position;
4. Accept or reject a portion of or all of a solicitation response;
5. Accept or reject all responses;
6. Withdraw the solicitation;
7. Elect to re-release the solicitation;
8. Award single lines or multiple lines to one or more Vendors; or,
9. Award one or more all-inclusive contracts.

The solicitation does not commit the State to award a contract. Once intent to award decision has been determined, it will be posted to the Internet at: <https://das.nebraska.gov/materiel/bidopps.html>

Any protests must be filed by a bidder within ten (10) business days after the intent to award decision is posted to the Internet. Grievance and protest procedure is available on the Internet at: https://das.nebraska.gov/materiel/docs/NE_DAS_Materiel_Purchasing_Agency-SPB_Policy_23_07_Protest_Policy.pdf

T. LUMP SUM OR "ALL OR NONE" SOLICITATION RESPONSES

The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Bidders may submit a response on an "all or none" or "lump sum" basis but should also submit a response on an item-by-item basis. The term "all or none" means a conditional response which requires the purchase of all items on which responses are offered and bidder declines to accept award on individual items; a "lump sum" response is one in which the bidder offers a lower price than the sum of the individual responses if all items are purchased but agrees to deliver individual items at the prices quoted.

"LUMP SUM" OR "ALL OR NONE" RESPONSES SHOULD BE CLEARLY IDENTIFIED ON THE FIRST PAGE OF THE SOLICITATION AND COST SHEET (IF APPLICABLE)

U. REJECTION OF SOLICITATION RESPONSES

The State reserves the right to reject any or all responses, wholly or in part, in the best interest of the State.

V. PRICES & COST CLARIFICATION

Discount and Price provisions are discussed in Sections III.F. and III.G. The State reserves the right to review all aspects of cost for reasonableness and realism as those terms are defined in (Neb. Rev. Stat. § 73-810 (1) (a) and (b) The State may request clarification of any solicitation where the cost component indicates a significant and unsupported deviation from industry standards or in areas where detailed pricing is required. Under Neb. Rev. Stat. § 73-810 (2), the State may reject a bid if the price is not reasonable or realistic.

W. VENDOR DEMONSTRATIONS

The State may determine that oral interviews/presentations and/or demonstrations are required. Every bidder may not be given an opportunity to interview/present and/or give demonstrations; the State reserves the right, in its discretion, to select only the top scoring bidders to present/give oral interviews. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Corporate Overview, Technical Response, and Cost Sheets. The presentation process will allow the bidders to demonstrate their solicitation response offering, explaining and/or clarifying any unusual or significant elements related to their solicitation responses. Bidders' key personnel, identified in their solicitation response, may be requested to participate in a structured interview to determine their understanding of the requirements of this solicitation response, their authority and reporting relationships within their firm, and their management style and philosophy. Only representatives of the State and the presenting bidder will be permitted to attend the oral interviews/presentations and/or demonstrations. A written copy or summary of the presentation, and demonstrative information (such as briefing charts, et cetera) may be offered by the bidder, but the State reserves the right to refuse or not consider the offered materials. Bidders shall not be allowed to alter or amend their solicitation responses.

Once the oral interviews/presentations and/or demonstrations have been completed, the State reserves the right to make an award without any further discussion with the bidders regarding the solicitation responses received.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the bidder and will not be compensated by the State.

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.)
KS		

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,
 - 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.)
---------------------------------------------------------------------	------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

KS		
----	--	--

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.)
KS		

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.

V. PROJECT DESCRIPTION AND SCOPE OF WORK

The bidder should provide the following information in response to this Solicitation.

A. PROJECT OVERVIEW

The Nebraska Department of Labor (NDOL) Unemployment Insurance (UI) Division administers and manages unemployment insurance benefits claims. NDOL is issuing this Request for Proposal (RFP) to solicit proposals from qualified bidders to provide first-tier call center services for the Unemployment Insurance Claims Center. NDOL requires additional customer service resources to answer inbound calls.

The vendor will manage approximately 71,000 calls annually, including around 5,000 calls from non-English speaking claimants. Call volume peaks during the months of November through February and May through July, aligning with seasonal unemployment trends and claim spikes. Peak call days are typically Monday, Tuesday, and Friday, with the highest volume between 8:00 – 9:00 AM CST and 12:00 – 1:00 PM CST. Additionally, the day following State holidays sees a significant increase in calls, which the vendor shall be prepared to manage effectively.

In addition to providing assistance to callers for simple inquiries, the first-tier call center will be expected to schedule callbacks with NDOL's internal Claim Center personnel for complex situations. Approximately 9,000 callbacks are expected annually, representing about 15% of the total call volume. Callbacks shall be scheduled and tracked accurately, ensuring all necessary claimant information is captured and reported.

Given the high volume and fluctuating demand, the vendor shall operate an onshore call center from a secure, dedicated office within the United States. This requirement ensures compliance with data security standards and regulatory obligations while maintaining the integrity and confidentiality of claimant information. The vendor's call center should be staffed by trained professionals who can handle both English and Spanish speaking claimants, ensuring that all claimants receive high-quality support.

Operational hours for the call center are 8:00 AM to 5:00 PM CST, Monday through Friday, excluding State holidays as defined by state law. The vendor shall ensure sufficient levels and resource allocation to maintain service levels during peak times and manage increased call volumes after State holidays. The environment is designed to ensure claimants receive timely assistance and that NDOL's service standards are consistently upheld.

Desired outcome: Improve caller wait times, enhance overall customer satisfaction, and maintain operational flexibility to manage seasonal call volume spikes without compromising service quality. The selected vendor will be expected to deliver consistent, high-quality support, reinforcing NDOL's commitment to efficient and effective claimant services.

B. BUSINESS REQUIREMENTS

General Operational Requirements

1. Contractor Location and Eligibility
 - a. The Contractor shall be based and operate within the United States.
 - b. Contractor shall ensure that agents have a secure and dedicated workspace that prevents unauthorized access to claimant data.
 - c. Telework/remote work setups are not authorized under this contract
2. Legal Compliance
 - a. Contractor shall operate in full compliance with all applicable federal and state laws and regulations throughout the contract term.
3. Turnkey Solution
 - a. Contractor is required to deliver a complete call center operation including:
 - i. Trained staff
 - ii. Adequate workspace
 - iii. Telephony and computer equipment
 - iv. Necessary software and hardware
 - v. Telephone and data line installation and maintenance
 - vi. Contractor shall provide an (800) number for routing of calls. Contractor shall also be able to work with an existing (800) number.

- vii. Contractor shall ensure all agents are supplied with telephony software, telephony equipment, computer equipment and software, including customer relationship software and all network infrastructure to provide the service.
 - viii. The State will not provide any equipment.
- 4. Service Hours
 - a. Contractor shall provide inbound call services for NDOL UI claimants from 8:00 AM to 5:00 PM CST, Monday through Friday, excluding State holidays as defined by state law.
 - b. Any adjustments to service days or hours shall be mutually agreed upon in writing.
- 5. The Contractor is responsible for all oversight and management of staff including hiring, training, onboarding, tracking time sheets and performing payroll, performance management and termination.
- 6. Contractor should provide English to Spanish and Spanish to English language interpretation services.
 - a. At all times during Business Hours, at least 10% (ten percent) of agents should be fluent in reading, writing, and speaking in Spanish and English.
 - b. Contractor shall supply a method of telephonic interpretation for non-English and non-Spanish language interpretation services.
 - i. Contractor shall include cost of interpretation services in cost proposal.

Call Center Service Requirements

- 1. Inbound Call Handling
 - a. The contractor should handle all inbound calls for NDOL, including:
 - i. Claim inquiries
 - ii. Scheduling callbacks
 - b. Contractor will integrate their system with NDOL's phone system.
 - c. Contractor shall develop call scripts. All scripts shall be approved by the State before being used by the contractor.
- 2. Data Entry Services
 - a. Contractor shall input the name, address, claim number, phone number, mother's maiden name, at a minimum into the contractors CRM as well as the Neworks.
- 3. Interactive Voice Response (IVR) System
 - 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.
- 4. Performance Monitoring
 - a. NDOL will monitor and review monthly performance
 - b. Monthly assessment of staffing and phone line adequacy with adjustments made at the Contractor's expense to meet performance standards.
 - c. Any missed standards may lead to penalties and corrective measures
- 5. Staffing and Training Requirements
 - a. Staffing Requirements
 - i. Adjust staff levels to meet projected call volumes:
 - a) Account Manager
 - b) Supervisor
 - c) Quality Assurance Analyst
 - d) Call Center Agents
 - ii. Contractor shall assign a dedicated contact who will serve as the primary point of contact for all program-related matters. This contact should have experience in managing call center operations, preferably in the government or public sector.
 - iii. Contractor shall have a direct supervisor and quality assurance analyst onsite during service hours.
 - b. Training
 - i. NDOL Responsibilities:
 - a) Initial training by NDOL: Up to two weeks for "Train the trainer" training for supervisors and information specialists. NDOL will provide training materials and resources that focus on the top reasons applicants and claimants contact the call center, which account for approximately 85% of total call volume.
 - b) Training support: NDOL will make itself available for a mutually agreed-upon period to assist with the training process and ensure proper implementation.
 - c) The Agency will update the Contractor on an as needed basis concerning policy updates.

- d) The Agency will provide current desk reference guide material and other reference information as needed and as available.
 - ii. Contractor Responsibilities:
 - a) The Contractor will follow all NDOL procedures provided through training, using a "Train the Trainer" method, initially during the contract startup of the contract and as needed for any new processes amended into the contract.
 - b) The Contractor will bear all training costs unless otherwise authorized. The state will not accept separate invoicing for training and/or associated expenses unless specifically authorized and agreed to by each party in advance and in writing.
 - c) Ongoing training is the Contractor's responsibility for all new hires in addition to refresher training for all staff.
 - iii. 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 onsite to conduct trainings that will be monitored by the State Agency.
 - iv. Training including but not be limited to:
 - a) Sensitivity awareness training
 - b) Projecting positive and helpful attitude
 - c) Conflict resolution
 - d) Communicating with confidence and competence
 - e) Adhere to confidentiality policies and procedures
 - f) Customer Service Enhancement.
 - g) Product knowledge
 - h) System use
 - i) Script familiarity
 - j) Customer service enhancements
 - k) Sensitivity and confidentiality training
 - l) Role-play
 - c. Training Locations
 - i. Training may be conducted at the Contractor's physical location or online with a pre-approved web application.
- 6. 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.
 - b. Contractor should make available customizable reports based upon data trends in call volume, customer satisfaction and service level adherence.
 - c. Contractor should provide ad hoc reports as requested by the State. Due date for ad hoc reports will be determined by mutual agreement of the parties.
- 7. 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.

C. SCOPE OF WORK

1. Introduction

The NDOL is seeking proposals from qualified Contractors to provide first-tier inbound call center services for the UI program. The primary responsibility includes handling customer inquiries, providing first-level support, and scheduling callbacks to NDOL staff for more complex issues that required specialized knowledge or further investigation.

The Contactor will be responsible for answering all inbound calls related to Nebraska's Unemployment Insurance Benefits program, ensuring excellent customer service, and resolving basic inquiries. More complex inquiries that cannot be resolved during the initial call will have a callback scheduled for NDOL staff to address the matter.

2. Objectives

A. The key objectives of this contract are:

- i. Provide high-quality first-tier inbound call center services to assist claimants by addressing simple issues and delivering clear and accurate information.
- ii. Implement a callback scheduling process for issues that require NDOL staff intervention.
- iii. Ensure the callback model is effectively used when contractors cannot resolve issues, ensuring NDOL staff handles those cases.
- iv. Maintain customer satisfaction by minimizing wait times, ensuring calls are answered promptly, and providing clear guidance on next steps when a callback is needed.
- v. Provide comprehensive and timely reporting to NDOL on all call center operations, including call volume, resolution rates, callback statuses, performance against SLA's, etc.
- vi. Enhance accountability and results tracking by providing visibility into staff interactions and enabling the monitoring of key performance indicators, such as customer satisfaction rating, abandoned calls, average speed to answer, and first call resolution rates.

3. Scope of Services

A. First-Tier Support

- i. The contractor will provide first-tier support by answering all inbound calls from claimants.
- ii. Inquiries will primarily involve basic questions related to claim status, documentation requirements, general information about the UI program, or technical assistance.
- iii. For each call, the contractor should determine whether the inquiry can be resolved at the first point of contact or if it needs escalation to NDOL staff for follow-up.
- iv. The contractor should ensure efficient management of the call queue to minimize hold times and ensure calls are answered timely. Callers should not wait more than 3 minutes in the queue.
- v. The contractor shall notify the NDOL POC if the queue wait time exceeds 3 minutes and provide the corrective action plan.
- vi. If the queue wait time exceeds three minutes, the contractor will provide the wait time and an estimated time for the claimant to receive a callback.
- vii. Contractor should ensure that all customer interactions are handled with courtesy, professionalism, and respect.
- viii. Contractor should use clear and empathetic communication techniques to assist claimants.
- ix. Contractor should collect and track customer feedback, aiming to resolve any dissatisfaction promptly and professionally.
- x. Contractor shall develop and implement an after-call survey. The survey shall be approved by the state before first utilization. Survey results will be provided to NDOL.

B. Customer Relationship Manager (CRM)

- i. Contractor shall provide and utilize a CRM system to document claimant information.
- ii. Contractor will collect the following information and document this in the CRM and the NDOL NEworks system: Caller name, phone number, last four (4) of their social security number, the reason for the call (call disposition), a clear, detailed, and accurate summary of the issue/call, and if applicable, the scheduled callback time.
- iii. CRM should be easily configurable (configurations made within 24-48 hours of NDOL request).
- iv. CRM shall integrate with third party systems and provide easy access to data for integration with other systems, reports, and data analysis.
- v. CRM shall allow for data to be exported in multiple formats (such as, excel, word, PDF)
- vi. CRM shall allow for customizable workflows that allow for NDOL management to easily assign out callbacks and address NDOL management level escalations.
- vii. CRM should contain a comprehensive library of standard reports and tools for the end user ad hoc reporting and queries, including effectiveness and SLA management.
- viii. 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
- 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.
- x. CRM case management provides a comprehensive solution for managing and tracking customer cases. Enables agents to handle customer inquiries, requests, issues, or complaints from initiation to resolution.
- xi. Agents can create new cases in the CRM system capturing details such as disposition reason (reason for the call), description, priority, and customer information. Agents can capture any other relevant details in the case notes and the system automatically captures call date and time and records the details in the case.
- xii. Users have a dedicated view to see cases assigned to them individually, enabling focused attention on cases they own or are specifically assigned as the case owner.
- xiii. System supports a view that displays cases assigned to members of a user's team or group, facilitating collaboration and collective case management within the team.
- xiv. Comprehensive view is available to showcase all cases within the system, regardless of ownership or assignment, allowing users to gain a holistic overview of the entire case pool in the organization.
- xv. The CRM has pre-defined templates and scripts for call center agents to streamline customer interactions, using guided scripts when addressing common customer scenarios, ensuring consistency, accuracy, and efficiency in their conversations.
- xvi. Activities are a core part of the system, allowing CRM users to create tasks or actions that need to be carried out by an agent or user of the CRM, helping users to organize, track, and maintain a record of their interactions.
- xvii. The activities are user-generated, such as scheduling callbacks.
- xviii. Activities are associated with specific records or entities in the CRM, such as a case or contact.
- xix. The CRM allows users to set due dates, priorities, and reminders for activities.
- xx. The CRM tracks and maintains a history of all activities, providing a complete record of user interactions with customers.
- xxi. Customization options are available to add additional fields or information to activity records.
- xxii. The CRM allows users to update and track the status and progress of activities, including marking them as completed.
- xxiii. Activities are easily assignable to specific users or teams, facilitating collaboration and workload distribution.
- xxiv. Activities are easy to configure without system programming.
- xxv. Reporting and analytics capabilities are provided to analyze activity data, such as user productivity and activity trends.

C. Callback Standards

- i. If a caller's inquiry cannot be resolved by the contractor or requires specialized knowledge the contractor will log the inquiry and schedule a callback for NDOL staff to resolve the issue within a one-hour timeframe for the next business day (twenty-four business hours). If there is no availability within twenty-four (24) hours, the caller should be scheduled at the next earliest available time.
- ii. The contractor should confirm the callback window with the caller and make sure they understand that NDOL will follow-up with them.
- iii. Callback details shall include the caller's name, phone number, last four (4) of their social security number, the reason for the call (disposition), a summary of the issue, and, if applicable, the scheduled callback time.
- iv. The contractor will maintain detailed records of all calls that require a callback, ensuring NDOL has accurate information when following up with the caller.
- v. Callback resolution shall be tracked to ensure that NDOL Staff follows up promptly and effectively addresses customer inquiries.
- vi. Callback logs and reports will be submitted to NDOL weekly for monitoring and review.

- vii. The contractor will remind NDOL staff of any callbacks scheduled by sending a daily summary of pending callback requests.
- viii. If a callback is missed or not scheduled correctly, the contractor will escalate the issue to the NDOL POC and ensure the callback is rescheduled promptly.
- ix. Contractor CRM shall provide for NDOL staff to review, prioritize, assign, and close 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.

D. Call Answering Standards

- i. The contractor is required to answer 95% of all calls, 100% of the time (this does not include calls that are dropped in the IVR).
- 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.
- iii. The contractor should resolve 80% of all calls on the first contact. Calls that require escalation or further research will be scheduled for a callback.

E. IVR Interactive Voice Response

- i. The contractor's IVR (queue) will allow for callers to remain on the line until their call is answered or request a callback when it is their turn in the queue.
- ii. The proposed solution should be scalable and able to integrate with existing as well as future additions.
- iii. The contractor's IVR should be configurable in a timely manner no later than 48 hours.
- iv. The contractor's IVR should provide call routing based on the customer's language preference, situation/intent, the call should be routed to the appropriate division.
- 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.
- vi. Queues allow for escalation and routing of interactions to specialized teams or departments when needed, ensuring that complex or escalated cases receive the appropriate level of support for timely resolution.

F. Performance Standards

- i. The Contractor shall provide staff exclusively dedicated to fulfilling the State's/Agency's stated requirements.
- 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.
- iii. Established performance standards for call center services that shall be maintained throughout the term of the contract to provide acceptable customer service and satisfy the scope of work under the contract.
- iv. The contractor shall achieve the following Key Performance Indicators (KPIs):
 - o Average Speed to Answer (ASA): ≤3 minutes
 - o Average Handle Time (AHT): ≤10 minutes
 - o After Call Work (ACW): ≤1.5 minutes
 - o Abandoned Call Percentage: ≤10%
 - o Repeat Caller Percentage: ≤20%
 - o Scheduled Callback Percentage: ≤20%
 - o Customer Satisfaction Score (CSAT): 85%
- v. Additional performance standards the contractor shall achieve are:
 - o Capturing accurate and detailed information within CRM and NEworks systems on ≥95% of all calls (including callbacks)
 - o Answer 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).
 - o Callers should not be placed on hold for longer than 2 minutes.

G. Meetings

- i. Contractor is required to meet monthly with the State.
- ii. During transition or other critical periods of the contract, more frequent meetings will be required.
- iii. Contractor shall be available to meet in person with NDOL representatives on an as-needed basis for such situations as periodic updates and changes in unemployment insurance laws, rules, and claim processes.
- iv. If needed, meetings will be held face-to-face and held in Lincoln, Nebraska. These meetings will be expected to be attended (at the Contractors own expense).

H. Monitoring

- i. Agency shall be entitled to "on site" as well as "on-line" monitoring of call center specialists and call center operations.
- ii. Contractor shall allow NDOL representatives to visit and observe the call center operation as needed.
- iii. NDOL may conduct periodic on-site inspections, interviews, and audits of the call center.

I. Quality Assurance

- i. Contractor shall create and maintain audio recordings of all calls. Contractor shall maintain audio recordings of calls for at least thirty (30) days.
- ii. Contractor shall make call recordings available to NDOL within 24 hours upon request.
- iii. Contractor will be required to establish a quality assurance process that ensures calls are answered in a professional manner, are accurate in providing information, and comply with all NDOL guidelines.
- iv. Contractor will implement call monitoring procedures, provide feedback, and regularly review agent performance to maintain high service levels.

D. DELIVERABLES

The contractor shall supply the following deliverables

- a. Contractor shall provide a detailed project plan outlining phases such as project kickoff, systems integration, staff training, pilot testing, and full-scale implementation.
- b. Outline shall include timelines for each phase and a plan to ensure phases are met as scheduled.
- c. Provide daily services and reports as specified in this RFP while meeting specified performance standards.
 - Average Speed to Answer (ASA): ≤3 minutes
 - Average Handle Time (AHT): ≤10 minutes
 - After Call Work (ACW): ≤1.5 minutes
 - Abandoned Call Percentage: ≤10%
 - Repeat Caller Percentage: ≤20%
 - Scheduled Callback Percentage: ≤20%
 - Customer Satisfaction Score (CSAT): 85% or greater

VI. SOLICITATION RESPONSE INSTRUCTIONS

This section documents the requirements that should be met by bidders in preparing the Corporate Overview, Technical Response, and Cost Sheet. Bidders should identify the subdivisions of "Project Description and Scope of Work" clearly in their solicitation response; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

Solicitation responses are due by the date and time shown in the Schedule of Events. Content requirements for the Corporate Overview, Technical Response, and Cost Sheet are presented separately in the following subdivisions: format and order:

A. SOLICITATION RESPONSE SUBMISSION

1. CORPORATE OVERVIEW

The Corporate Overview section of the solicitation response should consist of the following subdivisions:

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.

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.

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.

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.

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.

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.

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.

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:

- i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this Solicitation. These descriptions should include:
 - a) The time period of the project,
 - b) The scheduled and actual completion dates,
 - c) The bidder's responsibilities,
 - d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
 - e) Each project description should identify whether the work was performed as the prime 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.
- ii. Bidder and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as subcontractor projects.
- iii. 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.

i. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

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

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.

j. SUBCONTRACTORS

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

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

2. TECHNICAL RESPONSE

The Technical Response section of the solicitation response should consist of the following subsections:

- a. Understanding of the business requirements;
- b. Detailed project work plan
- c. Deliverables and due dates.
- d. Attachment #1: Required Bidder Responses.
- e. Attachment #2: Cost Proposal

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.

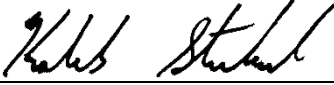
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603, DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Vendors. This information is for statistical purposes only and will not be considered for contract award purposes.

____ 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:	Lighthouse Works, Inc.
ADDRESS:	2500 Kunze Avenue, Orlando, FL 32806
PHONE:	407-898-2483 ext. 216
EMAIL:	kaleb.stunkard@lighthouseworks.org
BIDDER NAME & TITLE:	Kaleb Stunkard
SIGNATURE:	
DATE:	6/27/2025

VENDOR COMMUNICATION WITH THE STATE CONTACT INFORMATION (IF DIFFERENT FROM ABOVE)	
NAME:	
TITLE:	
PHONE:	
EMAIL:	



LIGHTHOUSE WORKS
Narrative Proposal Response
to
State of Nebraska
Department of Labor
Request for Proposal 121962 03
for
Call Center Customer Service

June 2025



Table of Contents

A. Solicitation Response Submission.....	4
1. Corporate Overview.....	4
a. Bidder Identification and Information	4
b. Financial Statements.....	4
c. Change of Ownership	4
d. Office Locations.....	5
e. Relationships with the State	5
f. Bidder's Employee Relations to State.....	5
g. Contract performance.....	5
h. Summary of Bidder's Corporate Experience.....	5
Florida Department of Commerce (FDC)/Department of Economic Opportunity (DEO)	6
Department of Children and Families (DCF)	7
The Assistance Fund (TAF)	8
i. Summary of Bidder's Proposed Personnel/Management Approach.....	9
Lighthouse Works Organization Chart	9
Key Personnel.....	10
Resumes	10
j. Subcontractors.....	13
A. Technical Response.....	13
a. Understanding of the Business Requirements – Project Description and Scope	13
A. PROJECT OVERVIEW	13
B. BUSINESS REQUIREMENTS.....	14
General Operational Requirements.....	14
1. Contractor Location and Eligibility	14
2. Legal Compliance	15
3. Turnkey Solution	15
4. Service Hours	16
5. Oversight & Management.....	16
Training Plan	21
Call Center Service Requirements.....	24
1. Inbound Call Handling.....	24

2. Data Entry Services	24
3. Interactive Voice Response (IVR) System.....	24
4. Performance Monitoring	26
5. Staffing and Training Requirements	26
6. Report Requirements.....	28
7. Disruption in service	29
C. SCOPE OF WORK	30
1. Introduction	30
2. Objectives.....	30
3. Scope of Services.....	30
A. First-Tier Support	30
B. Customer Relationship Manager (CRM)	31
C. Callback Standards	34
D. Call Answering Standards	36
E. IVR Interactive Voice Response.....	36
F. Performance Standards.....	37
G. Meetings.....	37
H. Monitoring.....	38
I. Quality Assurance	38
D. DELIVERABLES.....	39
Detailed Project Plan.....	39
Deliverables and Due Dates:	40

In response to Nebraska solicitation 121962 UI for Call Center services, Lighthouse Works submits the following proposal.

A. Solicitation Response Submission

1. Corporate Overview

a. Bidder Identification and Information

Since 1976, Lighthouse Central Florida is the only private, nonprofit organization in the region that provides vision specific rehabilitation services to Central Floridians who live with blindness or some form of vision loss. The organization offers an optimal blend of proven rehabilitation training and real world application to help individuals of all ages, who live with any degree of vision loss, adjust to their reality with grace and confidence so that they can remain active and productive members of the community.

Lighthouse Works is the social enterprise, non-profit, sister company of Lighthouse Central Florida. We provide Contact Center, Supply Chain, Digital Accessibility, and Contract Management solutions to private businesses and government agencies. Established in 2011, Lighthouse Works has steadily built a reputation for excellence by consistently providing innovative solutions and exceptional customer experiences from over 400 Contact Center agents. Utilizing best-in-class team member retention rates, superior call handling metrics, unmatched reporting capabilities, and cutting-edge technologies such as computer vision and AI, we deliver turnkey solutions for complete customer experience orchestration and value-based outcomes in high-touch, customer-centric, complex, omnichannel interactions.

Our headquarters are located in Orlando, Florida, where we have two campuses. While the majority of our workforce currently operates remotely within the contiguous United States, these campuses serve as central hubs for our operations, enabling us to manage resources efficiently and ensure consistent, high-quality service delivery.

b. Financial Statements

Lighthouse Works annual revenue over the past three years has averaged more than \$17M annually. We also maintain a high degree of financial stability, operating with a debt service coverage ratio (DSCR) of 2.16, which underscores our capacity for sustainable service delivery and long-term partnerships. Additionally, we maintain a flexible line of credit of in excess of \$2M to manage unanticipated liquidity needs.

Lighthouse Works, Inc., is not under the judgement, nor under any pending or expected litigation from other entities that may affect our financial stability or viability.

c. Change of Ownership

Lighthouse Works has not undergone a change of ownership since its establishment in 2011.

d. Office Locations

Lighthouse Works, Inc.
2500 Kunze Avenue
Orlando, Florida 32806

Lighthouse Central Florida
215 E New Hampshire Street
Orlando, FL 32804

e. Relationships with the State

Lighthouse Works does not have any existing or previous contracts with the State of Nebraska.

f. Bidder's Employee Relations to State

Lighthouse Works does not have any employees who have held previous positions with State of Nebraska.

g. Contract performance

Within the past 10 years, Lighthouse Works has not had a contract terminated due to poor or lacking performance. In fact, our customers have extended our contracts and we have successfully won a second consecutive contracts with the Florida Commerce Department and Disney, among others.

h. Summary of Bidder's Corporate Experience

Lighthouse Works' focus on quality, performance, and value has helped our organization secure contracts with various agencies and organizations. As a third-party business process outsourcing (BPO) unit, our organization has over a decade of experience in providing reliable and accurate contact center solutions for various contact center programs. Lighthouse Works currently provides contact center solutions for eight different customers, handling over 6,000 inbound calls daily, and managing over 15 million minutes annually.

Over the years, Lighthouse Works has continued to build our recruiting and training prowess to meet the needs of our customers. Throughout the pandemic, and national labor crisis, we've demonstrated an ability to recruit and retain staff members to meet the needs of customers in volatile markets including hospitality and state agencies.

Throughout the continuum of service delivery, Lighthouse Works continually prioritizes quality, in coordination with our customer. Lighthouse Works encourages all of our customers to hold our agents to the same standards as their internal team members, including using the same quality scorecard to measure both. Lighthouse Works team members will regularly perform quality management reviews of our agents, at a frequency dictated by our customers. Quality feedback sessions, calibrations, and management review at all levels occurs weekly.

By primarily employing agents who are blind or visually impaired, we are able to leverage an incredibly dedicated, highly educated, knowledgeable, and experienced workforce. Over the years, customers of Lighthouse Works have enjoyed the many benefits of our low attrition rates, including saving on training, recruiting, and HR costs. Furthermore, our customers experience the pleasure of speaking with a highly educated agent on the other end of the line.

Below are three specific contracts and organizations we are currently supporting with call center services:

Florida Department of Commerce (FDC)/Department of Economic Opportunity (DEO)

In 2017 Lighthouse Works was awarded a contract as the prime to provide unemployment/reemployment assistance for the State of Florida Department of Economic Opportunity (DEO). After the contract signature, the Lighthouse Works training team worked with DEO's training department to learn their existing processes and develop our own training curriculum approved by DEO. Our curriculum is hosted in our Learning Management System and is utilized by the Lighthouse Works training team to conduct full-service new hire training.

All associates on the DEO campaign undergo a Federal Level II Background Screening before working on the campaign. Our associates have extensive training and access to the State's various systems, including:

- State Unemployment Portal, Connect
- Department of Revenue Wage and Labor Database, Suntax
- Client Phone System, Genesys Workspace.

Our associates assist with all inbound call types and handle the following tasks:

- Reset claimant's passwords
- Assist claimants with applications
- Explain determinations to claimants
- Explain to claimants where their claim is at in the determination process
- Verify claimants
- Walk a claimant through how to file an appeal
- Advise claimants if we have received their documentation
- Assist claimants with their fact findings (filling out a form to explain their situation).
- Assist claimants with claiming their weeks.
- Notating claimant's accounts.
- Assisting claimants with retro pay/backdate requests.
- Advising claimants on what forms need to be filled out.
- Advising claimants of Florida's reemployment assistance fraud laws.
- Assisting claimants with DUA claims
- Advising claimants of workforce registration requirements.
- Assisting claimants with reporting their income.
- Verifying claimant's income through state databases.
- Advising claimants of child support withholdings.
- Advising claimants of overpayments.
- Advising claimants of monetary requirements.
- Assisting claimants with PUA claims.
- Assisting employers with gaining access to their account
- Assisting employers with filing an appeal
- Transferring callers to the fraud unit or adjudications unit as needed
- Advising claimants of external resources (other forms of assistance)
- Assisting other internal and external agents with complicated claims.
- Assisting claimants with their EBT card.

In addition to the above, we also provide Subject Matter Experts assigned to a "Questions Queue" to assist ALL associates, including internal State staff, with more complicated claims.

Lighthouse Works coordinated with DEO to develop a standardized Quality Assurance (QA) rubric. Lighthouse Works conducts monthly QA audits for each associate and periodically reviews the results with DEO.

In June of 2023, DEO reorganized as the Florida Department of Commerce, and recompleted the call center contract around the same time. Lighthouse Works also won this contract and is the prime call center services supplier for the FDC and continues in this capacity. Lighthouse currently provides 140+ Contact Center Agent resources in support of Florida's unemployment program, branded Reemployment Assistance. This project requires Lighthouse to adhere to strict security and information handling procedures, due to the sensitive nature of the systems we have access to. This includes maintaining a secure, on-site facility for call handling with network connectivity to the State datacenters. Agents are skilled at handling the full breadth of call types, as Florida believes in first-call resolution and transferring calls to other agents or departments is prohibited. Through the pandemic, Lighthouse was able to obtain federal Department of Labor approval to handle additional call types for the Department of Commerce, including supporting the thousands of other agents onboarded to assist the vast number of callers after the pandemic's onset. Lighthouse Works' agents remote into the FDC systems and only use their call center solutions.

Florida Commerce regularly refers to Lighthouse agents as their "stable" workforce, noting that our attrition is significantly lower than their internal centers, and we regularly show up for them every day. Attrition on this project, our toughest and most intensive call types including a suicide protocol, averages less than 4% monthly. Also of note is that Lighthouse agents consistently outperform internal agents, both from call handling and quality perspectives. Walking through one of Commerce's centers, you will see the names of many Lighthouse agents on their own leaderboards.

Contact: Warren Lenfant, 407-856-3402, Warren.Lenfant@commerce.fl.gov

Department of Children and Families (DCF)

Since August of 2021, Lighthouse has supported DCF with call service center functions nearly identical to those being requested by the State of Nebraska. The contract is for one year, with four one-year options, of which we are currently in the final fourth year option. Lighthouse currently has 48 agents supporting DCF's Economic Self-Sufficiency Contact Center. During the height of the pandemic, Lighthouse provided over 400 agents to this program. Lighthouse operates as an extension of DCF's internal Contact Centers, operating as much as 150% of their internal resources during peak periods. Lighthouse agents handle various call types for DCF, including many benefit programs like SNAP, Medicaid, TANF, etc. Lighthouse provides DCF with the flexibility to adapt to fast-changing call volumes and meet the needs of Floridians at some of the toughest times in their lives. Lighthouse has supported the FDCF with our own call center software and calls forwarded to our agents, however, agents are currently remotely logging into FDCF systems directly and use their call center solutions.



Contact: Todd Palmer, 813-804-5177, Todd.Palmer@myflfamilies.com

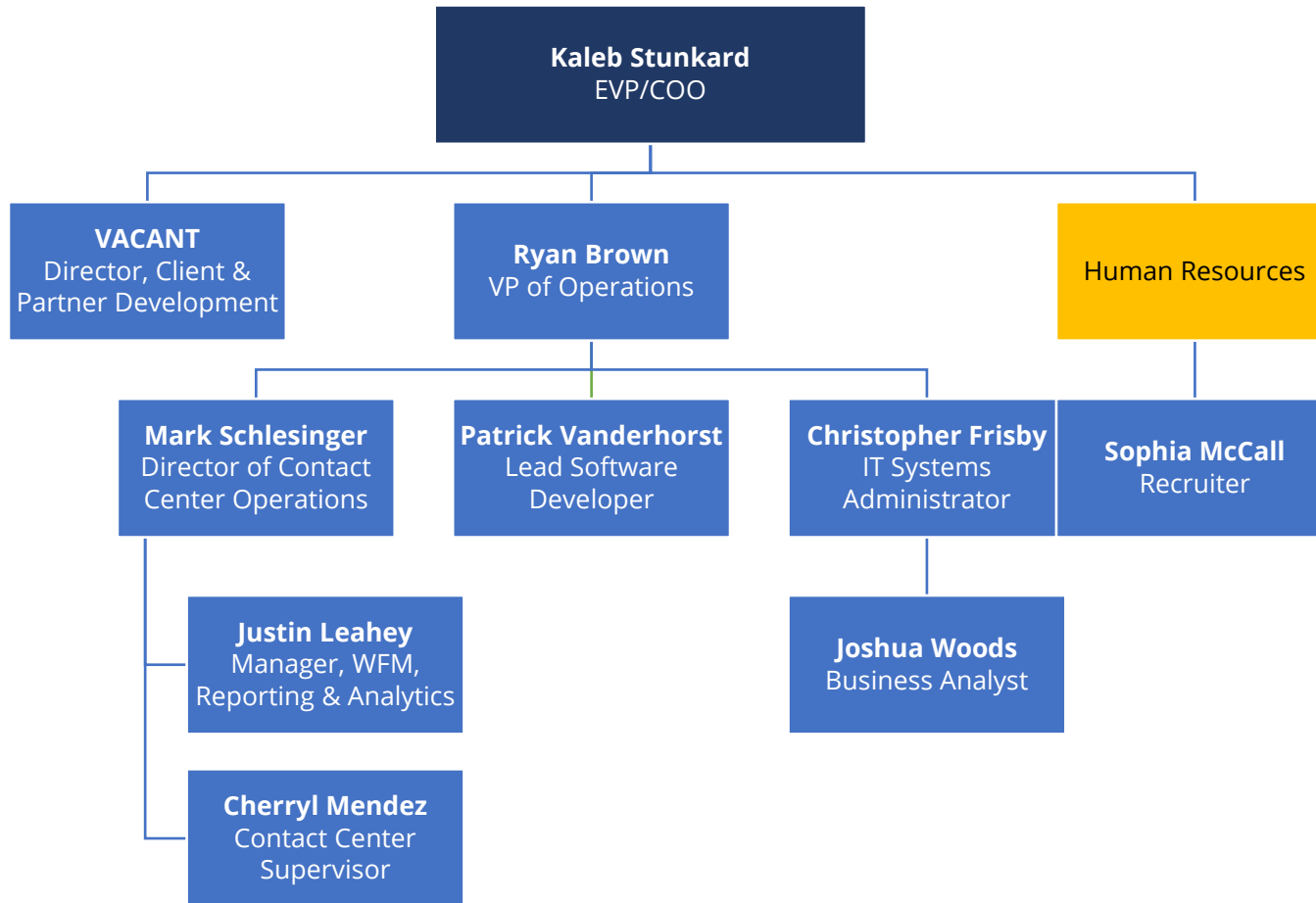
The Assistance Fund (TAF)

Lighthouse Works is the prime contractor on this effort since contract award in 2020. TAF approached Lighthouse with a unique seasonal enrollment problem, affecting their ability to help their patients every year. Through this partnership, Lighthouse has been able to exceed TAF's requirements on their seasonal enrollment campaign and has also been able to bring some stability to their year-round Patient Advocate agents. Lighthouse agents answer calls from TAF patients, who receive life-saving funds to help subsidize high out-of-pocket treatment costs. Surge agents are activated annually to support a required annual re-enrollment campaign when year-round resources turn into support and escalation resources during that time period. Currently, calls are forwarded to our staff of 26 agents working this project.

Contact: Jan Wigington, 855-845-3663, Jan.Wigington@tafcares.org

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

Lighthouse Works Organization Chart



*Additional positions not identified as key positions are not listed on this chart. A more detailed chart is available upon request.

Key Personnel

Name	Title/Role	Location/Residence
Kaleb Stunkard	EVP/COO/Program Manager	Orlando, Florida
Ryan Brown	VP of Operations/Project Engineer	Orlando, Florida
Mark Schlesinger	Director of Contact Center Operations	Orlando, Florida
TBD (in process of hiring a replacement)	Director, Client & Partner Development	Orlando, Florida
Patrick Vanderhorst	Lead Software Developer	Orlando, Florida
Sophia McCall	Recruiter	Orlando, Florida
Justin Leyhey	Manager, WFM, Reporting & Analytics	Orlando, Florida
Cherryl Mendez	Contact Center Supervisor	Orlando, Florida
Christopher Frisby	IT systems Administrator	Orlando, Florida
Joshua Woods	Business Analyst	Orlando, Florida

Resumes

Kaleb Stunkard, Executive Vice President/COO, Program Manager

- **Experience and Qualifications:** Kaleb Stunkard is a senior-level information and operations executive with extensive experience in nonprofit and social enterprise organizations. He oversees all business operations, including vision rehabilitation, supply chain, contact center, technology solutions, and contract management, with combined annual revenues of \$28+ million. Kaleb holds a Bachelor of Science in Electrical and Electronics Engineering from the University of Central Florida and has a wealth of experience in project management, network engineering, compliance and security, and systems integration.
- **Project Responsibilities and Roles:** Kaleb is an executive sponsor and will oversee the project, focusing on strategic planning, operational execution, and client relationships.
- **Percentage of Time:** 40% initially to ensure a successful ramp-up, reducing to 20% once steady-state is achieved, with potential adjustments based on project demands.

Ryan Brown, Vice President of Operations, Technical Project Manager

- **Experience and Qualifications:** Ryan Brown is a talented technology and operations leader with over 15 years of experience in management, customer service, and operational roles. As VP of Operations at Lighthouse Works, he oversees daily operations, ensuring alignment with organizational goals, manages departments including contact center, IT, facilities, procurement, and contract management, and drives strategic initiatives. Ryan studied Information Technology at the University of Central Florida.
- **Project Responsibilities and Roles:** Ryan will manage the overall operations and ensure the efficient execution of project activities.
- **Percentage of Time:** Estimated at 50% during the initial 90 days post contract execution, tapering to 25% as the project is fully operationalized, with potential adjustments based on project demands.

Mark Schlesinger, Director of Contact Center Operations

- **Experience and Qualifications:** Mark Schlesinger has over 25 years of experience in contact center management and client relations. At Lighthouse Works, he leads a multi-portfolio contact center, focusing on operational excellence and strategic oversight. Mark has a background in driving process improvement and exceptional customer service, having previously held senior roles at Fiserv, Chase, and other notable organizations.
- **Project Responsibilities and Roles:** Mark will manage day-to-day contact center operations, ensuring alignment with project goals and client satisfaction.
- **Percentage of Time:** Estimated at 30%, with potential adjustments based on project demands.

VACANT, Director, Client and Partner Development

Chris Frisby, Systems Administrator

- **Experience and Qualifications:** Christopher Frisby is a dedicated IT professional with over 9 years of experience in supporting and managing servers, PCs, and networks. He is certified as a CompTIA A+ and Network+ Technician and holds a diploma in Computer Service Technician/Network Installer from MTTI. At Lighthouse Works, he leads a team of IT support technicians and manages network servers and technology tools.
- **Project Responsibilities and Roles:** Chris will manage network servers, technology tools, telephony, and IT-related projects, ensuring system performance and security.
- **Percentage of Time:** Estimated at 60% for the first 30 days of project launch to interface with NTTA to design, implement, and test connectivity and technical functionality, tapering to 20% post go-live, with potential adjustments based on project demands.

Joshua Woods, Business Analyst

- **Experience and Qualifications:** Joshua Woods is an experienced professional with a strong background in customer service, IT support, client management, process improvement, and training. At Lighthouse Works, he manages new and existing clients, evaluates internal business processes, and develops performance metrics.
- **Project Responsibilities and Roles:** Joshua will handle business analysis tasks, including project management, evaluating processes, and developing performance metrics.
- **Percentage of Time:** Estimated at 40% for the first 90 days, tapering to 25% ongoing with potential adjustments based on project demands.

Justin Leahey, Manager, CCO Reporting and Workforce

- **Experience and Qualifications:** Justin Leahey is a reporting and workforce analytics professional with a background in IT and customer service. At Lighthouse Works, he launched the Workforce Management department and implemented the Genesys WFM platform. Justin holds an Associate Degree in Network Systems Technology from Daytona State College.
- **Project Responsibilities and Roles:** Justin will manage workforce reporting and analytics, ensuring efficient workforce management.

- **Percentage of Time:** Estimated at 35% to establish baseline workforce, reporting and analytics for the project, reducing to 20% to satisfy ongoing reporting and analytics requirements with potential adjustments based on project demands.

Cherryl Mendez, Contact Center Supervisor

- **Experience and Qualifications:** Cherryl Mendez has extensive experience in customer service, teaching, and contact center operations. Since joining Lighthouse Works in 2020, she has managed commercial campaigns for Child Development Schools, The Assistance Fund, and Universal Orlando Resort Dining Reservations. Cherryl has been promoted from agent to Training Team Lead and now to Contact Center Supervisor, demonstrating her ability to lead diverse teams, develop customer service skills, and maintain strong client relationships. She holds an Associate Degree from Valencia Community College.
- **Project Responsibilities and Roles:** Cherryl will oversee contact center operations, focusing on team leadership and client relationship management.
- **Percentage of Time:** Estimated at 100%, with potential adjustments based on project demands.

Sophia McCall, Recruiter

- **Experience and Qualifications:** Sophia McCall is a versatile and results-driven talent acquisition and human resources professional with a proven track record in identifying, interviewing, and placing highly qualified individuals across diverse industries. At Lighthouse Works, she has improved human capital, doubling contact center staffing from 150 to over 300 employees in six months. Sophia holds a degree in General Studies from Coker College.
- **Project Responsibilities and Roles:** Sophia will oversee recruitment and talent acquisition, ensuring the project is staffed with highly qualified individuals.
- **Percentage of Time:** Estimated at 60% during the initial recruiting and onboarding phase, reducing to 20% for ongoing recruitment, with potential adjustments based on project demands.

Patrick Vanderhorst, Lead Software Developer

- **Experience and Qualifications:** Patrick Vanderhorst is an experienced web developer and system administrator with over 10 years of experience in server management, website development, and software development. At Lighthouse Works, Patrick leads the Technology Solutions department, developing applications and services to assist with vision disability. He holds an Associate Degree in Network Systems Technology from Daytona State College and is skilled in PHP, MySQL, JavaScript, and various CMS platforms. Patrick has managed cloud servers, optimized websites, and led development teams, including managing the team developing EquiVista, a Genesys Cloud app for the visually impaired.
- **Project Responsibilities and Roles:** Patrick will lead software development efforts for the project, focusing on developing and maintaining applications and services.
- **Percentage of Time:** Estimated at 35% to support initial project launch, reducing to 20% ongoing to support continuous improvement of software development efforts, with potential adjustments based on project demands.

j. Subcontractors

We will not be using any subcontractors on this effort.

A. Technical Response

- a. Understanding of the Business Requirements
- b. Detailed project work plan
- c. Deliverables and due dates
- d. Attachment #1: Required Bidders Responses
- e. Attachment #2: Cost Proposal

a. Understanding of the Business Requirements – Project Description and Scope

The bidder should provide the following information in response to this Solicitation.

A. PROJECT OVERVIEW

The Nebraska Department of Labor (NDOL) Unemployment Insurance (UI) Division administers and manages unemployment insurance benefits claims. NDOL is issuing this Request for Proposal (RFP) to solicit proposals from qualified bidders to provide first-tier call center services for the Unemployment Insurance Claims Center. NDOL requires additional customer service resources to answer inbound calls.

The vendor will manage approximately 71,000 calls annually, including around 5,000 calls from non-English speaking claimants. Call volume peaks during the months of November through February and May through July, aligning with seasonal unemployment trends and claim spikes. Peak call days are typically Monday, Tuesday, and Friday, with the highest volume between 8:00 – 9:00 AM CST and 12:00 – 1:00 PM CST. Additionally, the day following State holidays sees a significant increase in calls, which the vendor shall be prepared to manage effectively.

In addition to providing assistance to callers for simple inquiries, the first-tier call center will be expected to schedule callbacks with NDOL's internal Claim Center personnel for complex situations. Approximately 9,000 callbacks are expected annually, representing about 15% of the total call volume. Callbacks shall be scheduled and tracked accurately, ensuring all necessary claimant information is captured and reported.

Given the high volume and fluctuating demand, the vendor shall operate an onshore call center from a secure, dedicated office within the United States. This requirement ensures compliance with data security standards and regulatory obligations while maintaining the integrity and confidentiality of claimant information. The vendor's call center should be staffed by trained professionals who can handle both English and Spanish speaking claimants, ensuring that all claimants receive high-quality support.

Operational hours for the call center are 8:00 AM to 5:00 PM CST, Monday through Friday, excluding State holidays as defined by state law. The vendor shall ensure sufficient levels and resource allocation to maintain service levels during peak times and manage increased call volumes after State holidays. The environment is designed to ensure claimants receive timely assistance and that NDOL's service standards are consistently upheld.

Desired outcome: Improve caller wait times, enhance overall customer satisfaction, and maintain operational flexibility to manage seasonal call volume spikes without compromising service quality. The selected vendor will be expected to deliver consistent, high-quality support, reinforcing NDOL's commitment to efficient and effective claimant services.

B. BUSINESS REQUIREMENTS

General Operational Requirements

1. Contractor Location and Eligibility

- a. The Contractor shall be based and operate within the United States.

Response: Lighthouse Works is based in Orlando, Florida.

- b. Contractor shall ensure that agents have a secure and dedicated workspace that prevents unauthorized access to claimant data.

Response: Lighthouse maintains secure facilities at our two campuses. Access to the facilities is monitored and all visitors must check in at reception. Call centers require badge access to gain entry and use the services. Every new Lighthouse employee is required to complete our "Physical Security Policy" form indicating they have read and carefully reviewed our Physical Security Policy located on our Intranet. Building access is secured with an Infinias Access Control Solution by 3xLogic. The building is also outfitted with an alarm system with centralized external monitoring by DynaFire. Every new employee receives a PROX security badge with our company logo and picture of the employee. Lastly, the facility contains approximately thirty network IP cameras located both internally and externally. Surveillance footage is stored internally on a custom-built NVR.

LHW network maintains a secure architecture and ensures a strong security posture in all events. The following features are used:

1. Network traffic is separated into different VLANs based on device and traffic type
2. Network traffic travelling externally passes through pfSense firewall with stateful packet filtering and GeoIP blocking
3. Our VPN tunnels use industry standard protocols like SSTP and IKEv2
4. Network switches are configured to only allow computers with approved MAC addresses to receive an IP and connect to our network.
5. Network traffic is encrypted through SSL connections.
6. All computers and network traffic are monitored using network security tools such as Wazuh on the server side and Windows Defender on the client side.
7. Monthly vulnerability scanning
8. Currently implementing Suricata, an IDS/IPS solution, into our network protection system for additional protection. It will be live before a task order is awarded.

- c. Telework/remote work setups are not authorized under this contract

Response: Agree

2. Legal Compliance

- a. Contractor shall operate in full compliance with all applicable federal and state laws and regulations throughout the contract term.

Response: Lighthouse operates all existing contracts within the applicable federal and state laws and will do so during the execution of this contract, if awarded.

3. Turnkey Solution

- a. Contractor is required to deliver a complete call center operation including:
- i. Trained staff

Response: All our staff is highly motivated and trained to meet all customer requirements. We will describe in full our staffing and training plans later in this proposal in response to specific questions regarding those plans.

- ii. Adequate workspace

Response: Each agent will be assigned to a workstation upon initiating work in our call center. Each workspace is distinct from other workspaces and full equipped with the required equipment to process the required expected call volume for all our customers.

- iii. Telephony and computer equipment

Response: Each workstation has the following equipment:

- Laptop Computer (Dell Latitude Series or similar)
- Keyboard, Mouse, Monitor
- Dual Channel Headset
- Windows 11 Enterprise (2024H2 or newer)
- Genesys Complete Call Center Solution (accessed via web browser)
- Microsoft Office Productivity Suite 2021 (Word, Excel, Outlook)
- Web Browser (Chrome, Edge)
- Instant Messaging/Real-Time Communication Software (Zoom, MS Teams, or similar)
- Adobe Acrobat Reader
- Assistive Technology Software (Fusion by Freedom Scientific, NVDA by NV Access, and Windows Magnifier)
- EquiVista – LHW custom accessibility front end to the Genesys servers.
- Remote Desktop (for use in integrating with other call center solutions, if required)

- iv. Necessary software and hardware

Response: See previous answer for a list of all hardware and software provided to each employee.

- v. Telephone and data line installation and maintenance

Response: LHW has primary and backup ISPs with a redundant fiber solution. Bandwidths for all network range from 500MBS to 1GBs. Ping rates are location dependent, but generally range from 50ms to 200ms. Our network solutions include Session Initiated Protocol (SIP) supporting Voice over Internet Protocol (VoIP). All web interactions are supported through HTTPS secure protocols.

- vi. Contractor shall provide an (800) number for routing of calls. Contractor shall also be able to work with an existing (800) number.

Response: Lighthouse will provide a unique 800 number for processing State of Nebraska call center services. If required, we can integrate and existing 800 number with our Genesys solution.

- vii. Contractor shall ensure all agents are supplied with telephony software, telephony equipment, computer equipment and software, including customer relationship software and all network infrastructure to provide the service.

Response: Concur as indicated above and throughout this proposal.

- viii. The State will not provide any equipment.

Response: Concur

4. Service Hours

- b. Contractor shall provide inbound call services for NDOL UI claimants from 8:00 AM to 5:00 PM CST, Monday through Friday, excluding State holidays as defined by state law.
- c. Any adjustments to service days or hours shall be mutually agreed upon in writing.

Response: Lighthouse understands and will support the service hour requirements for this contract.

5. Oversight & Management

The Contractor is responsible for all oversight and management of staff including hiring, training, onboarding, tracking time sheets and performing payroll, performance management and termination.

Response: Lighthouse has a proven management, training and oversight plan for our employees. Note that while the plan includes support for virtual agents, only on-site employees will be used on this contract, as required by the RFP.

Lighthouse Workforce Management Plan

Recruitment and Screening Process

Forecasting:

LHW will establish a drumbeat meeting with the Nebraska Department of Labor (NDOL) to manage the overall contract and ensure emerging staffing requirements are anticipated and responded to efficiently and responsively.

During the drumbeat meetings, we will present 30/60/90 day staffing forecasts prepared for anticipated staffing needs well in advance of the need, helping to ensure our success in meeting customer expectations. Following this timeline, assuming day zero is the agents graduation into production, and day -30 is their hire date, we would likely start sourcing agents approximately 30 days in advance of that, at day -60. Having these plans already in motion allows us to make last minute changes +/- to accommodate changing demands.

Attrition is factored into our 30/60/90 day planning. We will utilize historical attrition rates per client, plus growth needs, then a multiple to “overstaff” which enables us to bring agents on at less than 40 hour schedules and flex up to a 40 hour schedule later. This strategy enables us to ensure consistent staffing levels for our clients in between scheduled training classes and it also allows us to respond to unplanned surges in demand before having to dip into overtime.

Staffing Plan

Lighthouse Works is confident it has the right team, capabilities, and capacity to execute this contract in an efficient and cost-effective manner. In anticipation to a Task Order being initiated by NDOL, we will begin executing our staffing plan, starting with an assessment of our workforce to determine any excess capacity we may immediately assign to the TO. If a shortfall in staffing is determined, we will begin the recruiting process.

Lighthouse Works maintains a dedicated Human Resources and Recruiting team. Lighthouse Works will utilize the following recruitment sources in an effort to support contract requirements:

- Lighthouse Central Florida Rehabilitation Department internal referrals:
 - Responses to job postings
 - Reviewing old intakes
 - New intakes
 - Individuals participating in vocational training opportunities offered
 - Employees currently working in Lighthouse Works' other business lines
- External referral sources:
 - Recruitment from fellow agencies as well as training and education programs across the country
- Internet Sourcing, Social Media
- Contacts through NSITE, a national job board tailored specifically to people with visual impairments
- Contacts through the State of Florida Division of Blind Services (DBS)
- Disabled Veteran Sources – (Wounded Warriors, DAV, etc.)

Candidates will undergo a thorough vetting process to include:

- Pre-employment Level II Federal Background Screening
- Introductory phone screen to gather the preliminary information for candidate assessment, address any resume concerns or gaps, and assess candidate's communication skills (verbal and listening).
- A face-to-face interview to assess job/motivational fit; the interview must include situational questions/scenarios tailored to the Client's contact types.

- A vocational assessment that tests the candidate's reading comprehension, spelling, typing, computer navigation and Internet familiarity/comfort level. As part of this process, the candidate's bilingual capabilities are measured for acceptance to being considered bilingual.

After onboarding, new team members undergo a structured training and onboarding process as well as begin working through certifications, if needed.

Currently, 21% of our agent population is bilingual (English/Spanish & English/Creole). Specific language requirements vary by customer, with some projects having no bilingual requirements and others requiring up to 100% bilingual population. Lighthouse works with each client to tailor the agent profiles to their call volume and has never not been able to meet a customer's bilingual requirements. We also utilize a language translation line to support over 200 other languages, and can use that line to bolster our internal Spanish and Creole resources if necessary.

Collaboration

Lighthouse Works also collaborates with National Industries for the Blind, Source America, and partner agencies from across the Ability One Program to ensure our clients receive a seamless solution of service delivery. Leveraging this network of expertise allows Lighthouse Works access to a labor pool of over 50,000 professionals nationwide, ensuring our clients are able to leverage national expertise and capability in the performance of service under this contract.

LHW also monitors closely loading across all agents and if a program is overstaffed or underutilized, resources will be moved to other programs appropriately.

Onboarding and Integration

Lighthouse Works understands the importance of managing a strong, robust workforce. Our quality assurance program ensures the customer experiences excellent customer service and benefits from first call resolution, while agents adhere to appropriate processes and protocols. Standards are set through policy and procedure and measured through analysis.

We maintain our own, comprehensive Quality Assurance (QA) program that can be used to complement or replace a QA program provided by our customers. In order to ensure consistency, we encourage all our customers to hold our team to the same quality standards as they would for internal team members. We utilize a training/quality supervisor, who will ensure the quality assurance plan is implemented in order to achieve high quality standards. Quality monitoring occurs in a multitude of ways: some of which are visible to the agents and many of which are not. Our Data Analytics team regularly analyzes data, Quality Assurance Specialists evaluate a minimum of one interaction per agent per week, team leads and supervisors listen-in to live calls, IT monitors for irregular patterns of behavior, truly each department at Lighthouse is invested in delivering a quality experience to our customers. With regard to subcontractors, all are held to the same standards as those of our internal agents.

Planning

Lighthouse Works utilizes a number of methods to ensure our quality is maintained both on-site and virtually. *Both situations are described, however, we understand that NDOL requires onsite only agents.*

Most Contact Centers struggle to maintain quality with virtual agents, and find it easier to manage the on-site agents. Things like walking through the center to visit with each agent have to translate to a virtual method. The Team Lead(s) assigned to each campaign are primarily responsible with ensuring the quality of our virtual workforce. They do this via frequent communication with each agent, including mystery shopping ourselves, where a member of the team will call the queue, and grade the interaction with the agent live on the phone. Our agents never know when the next call they receive could be from a member of the Lighthouse Works leadership team. We also regularly live monitor calls, and will provide real time coaching to agents if necessary.

To meet Client expectations for quality service delivery, the Supplier will collaborate with the Client to develop a comprehensive Quality Management approach for the Client's Program including a Quality Assurance Scorecard. Completion of the QA scorecard will be within the first 30 days of the contract. During this time, the Supplier will create a process, plan and consequences for non-performing agents, including possible termination of the Supplier agent from the Client campaign. The plan will also establish pass/fail threshold percentages and used to grade agent interactions, ensuring both customer service and process/procedural steps are correctly followed during the interaction. These interactions will include but are not limited to, call monitoring.

Point values will be assigned to each question on the scorecard, with more important questions carrying a higher weight. The total value of the scorecard will add up to 100%. A pass/fail threshold percentage will be established with the Client and added to the KPI dashboard. A performance improvement plan will be established for agents who have a scorecard with a fail percentage on a monthly average. A Supplier Quality Assurance specialist will grade four (4) interactions per agent per month using the scorecard developed above. These interactions will then be given to the Supplier production leadership team to provide feedback to each agent.

Quality Assurance reports will be provided to the Client on a monthly basis and reviewed as needed during the drumbeat meetings.

Monitoring and Measuring Resources

Weekly coaching events with each agent are conducted, as necessary. The session will be pre-scheduled each week to foster consistent feedback, scheduling, and attendance. During these coaching sessions, we review successes and areas of opportunities for each key performance indicator. The Leadership Team reviews actual calls with the agent, having them listen and watch and in many cases score it themselves as a "self" calibration. In order to ensure consistent, positive coaching, the Training/QA Supervisor will be shadowed and coached as well. The Call Center Manager will observe and evaluate at least two coaching sessions each month and provide feedback. As the coaching sessions are scheduled to work around the needs of the business, NDOL will be aware of coaching sessions and would be welcome to participate. This ensures that the CRM is being used to its fullest extent, and exposes any deficiencies that may lead to improvements in the implementation.

Lighthouse Works offer customers access to live monitor and/or pull recordings from a dedicated web-based customer portal. Each of our customers has the ability to both listen to live calls in progress, as well as to barge into those calls if they feel necessary. Our customers can also communicate with the agents directly, if they wish to provide real time coaching and support, rather than fully barging in on the call.

Clients have on demand access to call recordings from the past 90 days by default in the web portal. After 90 days, call recordings are moved to an archive location and can be accessed upon request with one business days' notice. Lighthouse will honor any reasonable request for a different time period to save the recordings. Clients may also request screen captures for any of our interactions, with three business days' notice.

We utilize several different technology solutions to monitor for unacceptable behavior on calls, depending on the specific behavior. For instance:

1. Escalated Tone and Negative Sentiments: Monitored in real time through live, AI powered, sentiment analysis. Leadership alerting occurs automatically so appropriate corrective action can be implemented in real-time, before the interaction ends.
2. Poor Quality Handling: Every call recording is analyzed by AI to help grade it against our Quality Assurance scorecard, ahead of a manual review process for flagged areas. Quality feedback is delivered to agents on a regular cadence to aid in continual improvement.
3. Foul Language: AI listens in to every call in real-time for specific words that should never appear during an interaction. Leadership notification occurs in real-time to course correct the interaction before it ends.
4. Call Avoidance: Our Workforce Management team conducts real-time monitoring around the clock to identify agents in incorrect statuses, not in their assigned station, and conducting non-desirable behaviors (short calls, no audio on calls, repetitive calls, etc.). Additional analysis occurs post-call to identify performance patterns outside of the norm. In all cases, coaching occurs near real-time to the behavior being identified.

[Record Keeping](#)

It is Lighthouse Works policy that we record 100% of our interactions, and those recordings are stored for a period of time dictated by our customers. Lighthouse Works currently has virtually unlimited online dedicated storage through the Genesys Cloud solution to meet all customer existing needs. In addition, we have over 320TB of local storage dedicated to storing current and historical customer data and can expand as necessary to meet all customer requirements.

Lighthouse Works' call recording system creates one .wav audio file for each individual call. Requested screen captures are delivered as a sequence of images in .jpg format.

Equipment Management

All Lighthouse agents are issued a standard set of call servicing equipment. Each system is configured with identical software and tools to ensure all agents are performing against quality standards and control.

Nonconformance to Standards

Calibrations are implemented to ensure consistency of the quality program among quality assurance specialists, the Supplier leadership team, and the Client. The goal of these interactions between the Supplier and Client teams will be to effectively evaluate agent performance relative to the standards enacted in the Quality program scorecard and guidelines, improve customer service, and ensure the Client's quality expectations are met. In the event the Client's expectations are not met, the Client reserves the right to request, and the Supplier will agree to replace non-performing agents. Training for these replacements is billable to the Client unless the agent has consistently failed to meet performance standards or has exhibited egregiously unprofessional behavior on calls, as observed by both the Client and Supplier. The calibration process is as follows:

- Two (2) interactions per agent are selected at random each month.
- Supplier QA leader and Client Project Manager score the interactions relative to the established Quality scorecard and guidelines.
- If a discrepancy exists, the Supplier and Client determine the appropriate modifications to make to the Quality scorecard and guidelines to enable consistency and objectivity moving forward.
- Once two interactions are scored consistently by the Supplier Quality Lead and Client relative to the standard, the Supplier Quality personnel are asked to score the interactions independently (Quality documentation/guidelines can be used, but no discussion among personnel).
- Quality personnel are required to score within 85% (first 60 days in the role) of the accurate score, or they are not allowed to monitor additional calls until further study of the guidelines, additional testing and accomplishment of the goal is achieved (audit the auditor). After 60 days, the accuracy goal will be 90%.

Training Plan

Lighthouse Works utilizes dedicated trainers to act as the point of accountability for training and quality assurance across our campaigns. Currently we have 7 trainers that work closely on each campaign to implement training classes and stringent quality assurance measurables.

Our strategy for any new releases is similar in fashion to new hire training. We will ensure our team leads/trainers are well acquainted with all new skills. Once team leads/trainers are well-equipped, the information will be passed to the agents utilizing our Digital Learning Management System. Lighthouse Works also conducts refresher training utilizing a Digital Learning Management System to host "Agent Knowledge Quizzes". These quizzes contain questions specific to a campaign's training content and customer service. Lighthouse Works actively monitors agent performance and implements training as needed and is additionally activated when skill development opportunities are identified internally or by

our customers. We are prepared to conduct as much refresher training as needed and in as real time as possible when a need is identified. LHW will incorporate all of NDOL's tools and areas of service into our training program, only certifying an agent ready for the call center once they have mastered all training objectives, both LHW's and NDOL's. Any additional training requirements resulting from a task order will be integrated into our overall training plan.

Prior to launching a new campaign, all agents receive Customer Service Basics and Customer Service Excellence training. The latter is an advanced course that includes product, customer service, quality assurance and telephony systems training. Once agents successfully complete this portion of the training, they begin campaign specific training. In general, campaign specific training programs vary in length and content based on each customer's requirements. As the trainer nears the end of classroom campaign specific training, agents begin to shadow our most experienced agents on the floor. This can be done in person or virtually through a collaboration platform like Skype for Business. Having new agents shadow experienced agents gives them the opportunity to obtain live, real-world experience, and observe how some of the most skilled agents handle customer interactions. They're also given the opportunity after each call to ask the agents any questions they have about the interaction. Once shadowing is complete, agents move into mock calls and nesting. Agents will remain in nesting until both the trainer and the agent are confident in the agent's ability to meet or exceed all the campaign's requirements.

Lighthouse Works maintains all training resources (staff, systems, and processes) internally. Staffing subcontractors participate in training sessions led by a Lighthouse trainer and are held to the same standards regardless of where they were recruited from or where their paycheck is coming from.

As a part of the onboarding process, the definition of a successful trainee is formulated. This typically includes a final assessment that trainees have to pass before graduating into production. Final assessments typically consist of both a written exam and a practical test live with a training or operational resource. Once the end goal is clear, additional steps are added into the training process (interim quizzes, hands-on practice, etc.) to ensure that trainees are successful and all are aligned. Continual improvement occurs after collecting feedback from each class and analyzing data to help refine future training programs and enhance efficacy.

All of our training classes are 25 people or less. The average class size is less than 15 agents, typically closer to 10. We prefer to keep our training classes small in order to ensure we're producing high quality agents, ready to graduate onto the phones.

Please see our Monitoring and Measuring Resources section above for more information on how we measure, evaluate and maintain a high-quality workforce.

[Successful Respondent Agent Training](#)

A campaign specific training program based on NDOL's key knowledge areas and Department/Divisions services will be created based on current NDOL training and include all the features, benefits and common customer inquiries that NDOL has built into their system. This campaign specific training will be integrated into our standard training plan along with any additional training requirements dictated in the Task Order. All agents will successfully master this portion of training prior to onboarding into the NDOL's CC.

Customer Service Skills

Prior to launching a new campaign, all agents receive Customer Service Basics and Customer Service Excellence training. The latter is an advanced course that includes product, customer service, quality assurance and telephony systems training. Once agents successfully complete this portion of the training, they begin campaign specific training.

Technology Proficiency

Agents are trained on our technology platform in the Customer Service Excellence portion of their training. LHW will integrate all of NDOL's technology training requirements, such as specific tools and software interfaces, into the campaign specific training package and work with NDOL to ensure there are no gaps in the agents training. No agent will be assigned to the NDOL CC until these skills have been mastered.

Data Security and Privacy Regulations

Our systems and operations are PCI Compliant with comprehensive initial and annual training programs in place. Annual PCI training is conducted in the Q4 using our internal LMS. Data protection training is conducted at the same time.

LW stands as regulatory compliant within the outsourcing industry. The commitment to maintaining the highest standards is evident through our certifications in PCI and SOC2, showing our dedication to data security and privacy practices. These certifications assure our clients that we prioritize the protection of sensitive information and adhere to strict industry standards.

Our commitment to regulatory compliance is an integral part of our mission to deliver excellence in service while safeguarding the confidentiality and integrity of the data entrusted to us.

Training Updates and Changes

LHW expects that throughout the life of any contract, improvements to the processes and software will occur. This will initiate a training cycle for our agents to gain proficiency in these changes. Training will be created Depending on the scope of the changes. A small scale change may be pushed out to all employees through email for agents to review and confirm reception of the training material, offering them a chance to ask questions and gain complete understanding of the changes. A moderate or large scale change could trigger a new training cycle for the agents to attend and be certified on. LHW will work with the NDOL to ensure all agents are trained, but also integrate the training with the deployment of the new/modified software so that there is no degradation to the services provided during the transition. If required, our training staff will attend any training sessions offered by NDOL on new material.

6. Bilingual Requirements

Contractor should provide English to Spanish and Spanish to English language interpretation services.

- a. At all times during Business Hours, at least 10% (ten percent) of agents should be fluent in reading, writing, and speaking in Spanish and English.

Response: Currently, 21% of our agent population is bilingual (English/Spanish & English/Creole). Specific language requirements vary by customer, with some projects having no bilingual requirements and others requiring up to 100% bilingual population. Lighthouse works with each client to tailor the

agent profiles to their call volume and has never not been able to meet a customer's bilingual requirements.

- b. Contractor shall supply a method of telephonic interpretation for non-English and non-Spanish language interpretation services.

- i. Contractor shall include cost of interpretation services in cost proposal.

Response: We utilize a language translation line to support over 200 other languages, and can use that line to bolster our internal Spanish and Creole resources if necessary. We will include this in the cost of our proposal as a separate line item.

Call Center Service Requirements

1. Inbound Call Handling

- a. The contractor should handle all inbound calls for NDOL, including:
 - i. Claim inquiries

Response: Lighthouse will handle all required claim inquiries for NDOL as identified in the RFP. A specific training plan will be initiated upon contract award to ensure all agents are trained appropriately.

- ii. Scheduling callbacks

- b. Contractor will integrate their system with NDOL's phone system.

Response: Lighthouse will provide a complete turnkey call center solution, and integrate with any additional systems that NDOL identifies as long as they don't interfere the operation of our system.

- c. Contractor shall develop call scripts. All scripts shall be approved by the State before being used by the contractor.

Response: Lighthouse will develop the call scripts in parallel with the specific training for NDOL call center services. All scripts will be provided to NDOL for review and approval prior to initiating call center operations.

2. Data Entry Services

- a. Contractor shall input the name, address, claim number, phone number, mother's maiden name, at a minimum into the contractors CRM as well as the NEworks.

Response: Agents will be trained to input the name, address, claim number, phone number, mother's maiden name, along with any other relevant information identified by NDOL during the execution of this program. We will also ensure that Nebraska's official Government website, NEworks, is updated automatically with all relevant information at time of entry.

3. Interactive Voice Response (IVR) System

- a. The IVR shall:
 - i. Process calls per NDOL approved scripts

Response: Lighthouse will work with NDOL to develop and approve the appropriate scripts for use in the IVR system. The Genesys Call Center management system has IVR capabilities that we take advantage of. Scripts are used to program responses to caller inquiries and system has AI capabilities to interpret caller. It has the following features:

- a. Routing calls to the appropriate agent or department.

- b. Providing self-service options for common inquiries.
- c. Gathering information from callers.
- d. Personalizing the customer experience based on customer data.

- i. Offer multi-language support

Response: We utilize a language translation line to support over 200 other languages, and can use that line to bolster our internal Spanish and Creole resources if necessary. We will include this in the cost of our proposal as a separate line item.

- ii. Monitor system performance continuously
- iii. Provide detailed IVR reporting to NDOL.

Response: Our reporting can be accessed through a web portal made available to NDOL staff, sFTP, and email, including for IVR capabilities. We are able to schedule reports to be delivered to NDOL staff at any frequency they dictate through our Genesys solution. Lighthouse Works' telephony system has a robust, flexible reporting system that enables Lighthouse Works to meet the unique reporting needs of each of our customers. During the onboarding process, we work with each of our customers to build out their specific reporting needs. Throughout the campaign, NDOL will have access to both pull their own reports, as well as view a live dashboard of real-time statistics on Lighthouse Works Contact Center, including stats like calls in queue, Average Handle Time, Average Talk Time, Agents Available, Service Level, Abandoned Rate, etc.

Our reporting is incredibly flexible, and can provide real time dashboard view data, and a variety of intervals including 30 and 60 minute, daily, weekly, and monthly. All reports can be fully customized. Our analytics tools allow us to start from standard reports and customize them, or start with a blank canvas and build a report from scratch. We maintain in-house resources to customize these reports, but we are also supported by our telephony vendor who maintains expert level resources to aid us. Due to our quality assurance and validation processes, we have a three-business day lead time for publishing new reports. Minor changes to existing reports, interval changes to existing reports, or time range changes to existing reports can all usually be accommodated in less than the three-business day timeframe.

In addition, for any offline reports required, Lighthouse Works validates all reports before presenting them to customers, by using real data, exporting the raw call data to Excel, and then manually calculating the same statistics being presented on the report. We ensure that the manually calculated numbers match the numbers presented to our customers on their dashboards and reports. LHW supports submitting reports in PDF and tab delimited text if required.

A monthly report will be prepared to provide NDOL with the requested information, specifically; Status of Task Orders, Monthly Accomplishments, Upcoming Planned Activities, Risks, Issues, Positive and Negative events, problems and resolutions, and a summary of scheduled performance status regarding deliverables.

4. Performance Monitoring

- a. NDOL will monitor and review monthly performance
- b. Monthly assessment of staffing and phone line adequacy with adjustments made at the Contractor's expense to meet performance standards.
- c. Any missed standards may lead to penalties and corrective measures

Response: Lighthouse expects that NDOL will continuously monitor our performance, and we will provide all resources and reports required to assist NDOL in this effort. During our monthly drumbeat meetings we will discuss any concerns NDOL may have with our performance and make the appropriate changes to resolve them. We understand that if issues in our performance cannot be resolved, NDOL may, at their discretion, issue penalties and corrective measures until satisfactory performance levels are once again achieved.

5. Staffing and Training Requirements

a. Staffing Requirements

- i. Adjust staff levels to meet projected call volumes:
 - a) Account Manager
 - b) Supervisor
 - c) Quality Assurance Analyst
 - d) Call Center Agents

Response: As noted in our staffing and recruiting plan above, we will discuss projected call volumes at the monthly drumbeat meeting and adjust staffing accordingly. Analysis of attrition will extend to the Account Manager, Supervisor and Quality Assurance Analyst positions, as well as our call center agent workforce.

- ii. Contractor shall assign a dedicated contact who will serve as the primary point of contact for all program-related matters. This contact should have experience in managing call center operations, preferably in the government or public sector.

Response: Upon contract award, Kaleb Stunkard, President and CEO of Lighthouse Works, will be the primary point of contact for all program-related matters. Mr. Stunkard may designate an alternate qualified employee to act in this capacity with approval from NDOL. Mr. Stunkard's contact information is:

Kaleb Stunkard, EVP/COO

Email: kaleb.stunkard@lighthousecfl.org

Mailing Address:

Lighthouse Works, Inc.

2500 Kunze Avenue

Orlando, FL 32806

Phone Number: (407) 898-2483 x 216

Facsimile Number: (407) 843-9140

- iii. Contractor shall have a direct supervisor and quality assurance analyst onsite during service hours.

Response: It is Lighthouse policy that all agents have a direct supervisor and quality assurance analyst onsite at our call center during business hours of operation.

*b. Training**i. NDOL Responsibilities:*

- a) Initial training by NDOL: Up to two weeks for “Train the trainer” training for supervisors and information specialists. NDOL will provide training materials and resources that focus on the top reasons applicants and claimants contact the call center, which account for approximately 85% of total call volume.
- b) Training support: NDOL will make itself available for a mutually agreed-upon period to assist with the training process and ensure proper implementation.
- c) The Agency will update the Contractor on an as needed basis concerning policy updates.
- d) The Agency will provide current desk reference guide material and other reference information as needed and as available.

ii. Contractor Responsibilities:

- a) The Contractor will follow all NDOL procedures provided through training, using a “Train the Trainer” method, initially during the contract startup of the contract and as needed for any new processes amended into the contract.
- b) The Contractor will bear all training costs unless otherwise authorized. The state will not accept separate invoicing for training and/or associated expenses unless specifically authorized and agreed to by each party in advance and in writing.
- c) Ongoing training is the Contractor’s responsibility for all new hires in addition to refresher training for all staff.

Response: Lighthouse works will identify and make available one of our trainers to support the “train the trainer” event. We will integrate the provided materials into a specific training course for our employees. NDOL is welcome to review the training to ensure no degradation of the information has occurred, as well as attend the pilot course for our employees. Once the training course is created, it will become part of our normal onboarding process for any agent supporting NDOL. During the drumbeat meeting, we will discuss with NDOL the current status of our training program and any changes that may be required to improve performance and increase efficiency of our workforce.

iii. 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 onsite to conduct trainings that will be monitored by the State Agency.

Response: Please refer to our staffing, onboarding and training above supplied in response to question 2.5 in Business Requirements. Lighthouse affirms that the above items (a) through (e) are addressed adequately in that section, though we will also affirm that training in Federal, State of Nebraska and their local policies, procedures and State Agency operations will be included in our training plan. We will also make available all training material to NDOL at their request. All NDOL related training courses may be monitored by NDOL at their request.

- iv. Training including but not be limited to:
 - a) Sensitivity awareness training
 - b) Projecting positive and helpful attitude
 - c) Conflict resolution
 - d) Communicating with confidence and competence
 - e) Adhere to confidentiality policies and procedures
 - f) Customer Service Enhancement.
 - g) Product knowledge
 - h) System use
 - i) Script familiarity
 - j) Customer service enhancements
 - k) Sensitivity and confidentiality training
 - l) Role-play

Response: Lighthouse affirms that the above training is included in our standard training package. NDOL is welcome to review our training at their discretion and provide comments to improve our overall training program.

c. Training Locations

- i. Training may be conducted at the Contractor's physical location or online with a pre-approved web application.

Response: Since no virtual agents are allowed on this contract, all training will be conducted onsite in our Kunze facility in Orlando, FL. Online versions will be available should the need arise.

6. 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.

Response: Our reporting can be accessed through a web portal made available to NDOL staff, sFTP, and email. We are able to schedule reports to be delivered to NDOL staff at any frequency they dictate through our Genesys solution. Lighthouse Works' telephony system has a robust, flexible reporting system that enables Lighthouse Works to meet the unique reporting needs of each of our customers. During the onboarding process, we work with each of our customers to build out their specific reporting

needs. Throughout the campaign, NDOL will have access to both pull their own reports, as well as view a live dashboard of real-time statistics on Lighthouse Works Contact Center, including stats like calls in queue, Average Handle Time, Average Talk Time, Agents Available, Service Level, Abandoned Rate, etc.

Our reporting is incredibly flexible, and can provide real time dashboard view data, and a variety of intervals including 30 and 60 minute, daily, weekly, and monthly. All reports can be fully customized. Our analytics tools allow us to start from standard reports and customize them, or start with a blank canvas and build a report from scratch. We maintain in-house resources to customize these reports, but we are also supported by our telephony vendor who maintains expert level resources to aid us. Due to our quality assurance and validation processes, we have a three-business day lead time for publishing new reports. Minor changes to existing reports, interval changes to existing reports, or time range changes to existing reports can all usually be accommodated in less than the three-business day timeframe.

In addition, for any offline reports required, Lighthouse Works validates all reports before presenting them to customers, by using real data, exporting the raw call data to Excel, and then manually calculating the same statistics being presented on the report. We ensure that the manually calculated numbers match the numbers presented to our customers on their dashboards and reports. LHW supports submitting reports in PDF and tab delimited text if required.

A monthly report will be prepared to provide NDOL with the requested information, specifically; Status of Task Orders, Monthly Accomplishments, Upcoming Planned Activities, Risks, Issues, Positive and Negative events, problems and resolutions, and a summary of scheduled performance status regarding deliverables.

- b. Contractor should make available customizable reports based upon data trends in call volume, customer satisfaction and service level adherence.

Response: Lighthouse will work with NDOL to provide the required reports they need to quickly and efficiently analyze trends in key performance indicators. As noted above, our Genesys solution has the ability to generate these reports quickly and efficiently.

- c. Contractor should provide ad hoc reports as requested by the State. Due date for ad hoc reports will be determined by mutual agreement of the parties.

Response: As noted above, our process requires a minimum of three business days to respond to specific ad hoc reports. Lighthouse will seek to keep the need for ad hoc reports to a minimum and work with NDOL to make sure all relevant data is available for analysis.

7. Disruption in service

- d. In the event of a disruption in service, Contractor shall notify NDOL POC immediately and provide a timeline for resolving the issue.

Response: It is Lighthouse policy that in the event of a disruption of service, all customers are immediately notified and a best estimate timeline for when service will return provided. Updates will be provided as needed and once service is reinitiated, customers will be notified.

C. SCOPE OF WORK

1. Introduction

The NDOL is seeking proposals from qualified Contractors to provide first-tier inbound call center services for the UI program. The primary responsibility includes handling customer inquiries, providing first-level support, and scheduling callbacks to NDOL staff for more complex issues that required specialized knowledge or further investigation.

The Contactor will be responsible for answering all inbound calls related to Nebraska's Unemployment Insurance Benefits program, ensuring excellent customer service, and resolving basic inquiries. More complex inquiries that cannot be resolved during the initial call will have a callback scheduled for NDOL staff to address the matter.

2. Objectives

- A. The key objectives of this contract are:
 - i. Provide high-quality first-tier inbound call center services to assist claimants by addressing simple issues and delivering clear and accurate information.
 - ii. Implement a callback scheduling process for issues that require NDOL staff intervention.
 - iii. Ensure the callback model is effectively used when contractors cannot resolve issues, ensuring NDOL staff handles those cases.
 - iv. Maintain customer satisfaction by minimizing wait times, ensuring calls are answered promptly, and providing clear guidance on next steps when a callback is needed.
 - v. Provide comprehensive and timely reporting to NDOL on all call center operations, including call volume, resolution rates, callback statuses, performance against SLA's, etc.
 - vi. Enhance accountability and results tracking by providing visibility into staff interactions and enabling the monitoring of key performance indicators, such as customer satisfaction rating, abandoned calls, average speed to answer, and first call resolution rates.

Response: Lighthouse understands and affirms that all objectives are an integral part of our core business practices. We will address specific items mentioned throughout this proposal.

3. Scope of Services

A. First-Tier Support

- i. The contractor will provide first-tier support by answering all inbound calls from claimants.
- ii. Inquiries will primarily involve basic questions related to claim status, documentation requirements, general information about the UI program, or technical assistance.
- iii. For each call, the contractor should determine whether the inquiry can be resolved at the first point of contact or if it needs escalation to NDOL staff for follow-up.

Response: Lighthouse will provide trained agents in processing first-tier (T1) calls from NDOL customers. Our agents will make all efforts to resolve the call at this level without escalating it to the next level. We will continuously monitor relevant KPIs to determine if this is being met to NDOLs satisfaction.

- iv. The contractor should ensure efficient management of the call queue to minimize hold times and ensure calls are answered timely. Callers should not wait more than 3 minutes in the queue.

- v. The contractor shall notify the NDOL POC if the queue wait time exceeds 3 minutes and provide the corrective action plan.
- vi. If the queue wait time exceeds three minutes, the contractor will provide the wait time and an estimated time for the claimant to receive a callback.

Response: Lighthouse will monitor queue times for conformance with NDOLs wait time KPI of 3 minutes. In the Genesys system, we can set trigger points on KPIs that if a metric exceeds certain values, we are immediately notified so we can respond to see what may be occurring. While we maintain a dedicated workforce to the NDOL call center, we will also cross train a few of our best individuals to help meet the occasional surge demand. Should the issue continue, Lighthouse will increase our workforce to ensure demand is met.

- vii. Contractor should ensure that all customer interactions are handled with courtesy, professionalism, and respect.
- viii. Contractor should use clear and empathetic communication techniques to assist claimants.

Response: As part of our core training as identified above, customer interactions are a key point of our agent training, and we continuously monitor agents to ensure standards are being met.

- ix. Contractor should collect and track customer feedback, aiming to resolve any dissatisfaction promptly and professionally.
- x. Contractor shall develop and implement an after-call survey. The survey shall be approved by the state before first utilization. Survey results will be provided to NDOL.

Response: Lighthouse will collect and track customer feedback, including making an after-call survey available to customers who wish to provide additional feedback at the time of the call. Any negative feedback, no matter how small, will be considered in the larger picture of our overall service to the customer and we will seek to improve our performance. Our uniquely dedicated workforce makes this a top priority in every situation.

B. Customer Relationship Manager (CRM)

- i. Contractor shall provide and utilize a CRM system to document claimant information.

Response: The Genesys call system we use possesses a light CRM system they refer to as the customer Journey and embedded into the call answering services that may be able to meet all the requirements. Salesforce is also available and has additional capabilities. Final determination will be made once a contract is awarded. During Phase 1 as we finalize all requirements and capabilities desired by NDOL and make a specific determination on the CRM to be used.

- ii. Contractor will collect the following information and document this in the CRM and the NDOL NEworks system: Caller name, phone number, last four (4) of their social security number, the reason for the call (call disposition), a clear, detailed, and accurate summary of the issue/call, and if applicable, the scheduled callback time.

Response: All the required fields are easily configured into the Genesys system and will be included in training requirements for clear explanation of each field and expected results when entering data.

- iii. CRM should be easily configurable (configurations made within 24-48 hours of NDOL request).

Response: As noted previously and depending on the size of the change, due to our quality management process and ensuring that all operations with our Genesys provided are done accurately, we require three

business days to process a change in configuration request, though we will attempt to process all requests as quickly as possible.

- iv. CRM shall integrate with third party systems and provide easy access to data for integration with other systems, reports, and data analysis.
- v. CRM shall allow for data to be exported in multiple formats (such as, excel, word, PDF)

Response: Data can be exported out of the Genesys system in the requested formats, but without specifics on the referenced third party systems, Lighthouse cannot guarantee a successful integration. More data would be required to guarantee success, but we are confident we will overcome any issues that might arise.

- vi. CRM shall allow for customizable workflows that allow for NDOL management to easily assign out callbacks and address NDOL management level escalations.

Response: These are inherent features in the Genesys contact center software.

- vii. CRM should contain a comprehensive library of standard reports and tools for the end user ad hoc reporting and queries, including effectiveness and SLA management.

Response: Lighthouse maintains a set of standard reports that can be quickly generated from Genesys data. These will be made available to NDOL as a starting point for creating standard reports for NDOL. As noted earlier, there is also a Genesys portal that NDOL will have access to and can pull ad hoc reports on demand.

- viii. 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

Response: All the listed capabilities are present in the Genesys system. As noted above in our Workforce Management Plan, Lighthouse continuously monitors the performance of our employees from both a team and individual perspective.

- 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.

Response: As noted above in our Workforce Management Plan, Lighthouse continuously monitors the performance of our employees from both a team and individual perspective.

- x. CRM case management provides a comprehensive solution for managing and tracking customer cases. Enables agents to handle customer inquiries, requests, issues, or complaints from initiation to resolution.

Response: The Genesys call center solution allows for tracking a case from inception to resolution. All cases will be entered in the CRM as they are processed by the agent, and updated as the status changes to provide a complete picture of the case. If the case becomes an issue or complaint, it will be raised to the awareness of our leadership to ensure the customer receives the best resolution.

- xi. Agents can create new cases in the CRM system capturing details such as disposition reason (reason for the call), description, priority, and customer information. Agents can capture any other relevant details in the case notes and the system automatically captures call date and time and records the details in the case.

Response: The Genesys call center solution we have created has fields for issue tracking number, disposition, description, priority, customer information and notes where the agent can enter additional information relevant to the case.

- xii. Users have a dedicated view to see cases assigned to them individually, enabling focused attention on cases they own or are specifically assigned as the case owner.

Response: Users will create their own restrictive accounts in the Genesys system allowing them to see tailored views of their cases and the current status. Lighthouse will work with NDOL to ensure the customer has the desired information in their account view.

- xiii. System supports a view that displays cases assigned to members of a user's team or group, facilitating collaboration and collective case management within the team.

Response: Lighthouse uses a team view for supervisors to manage and provide oversight to the team related to the call center services, in this case, NDOL would be the team. Teams may be segregated into sub-teams to support staffing requirements. Agents have access to the team view to help support each other when needed.

- xiv. Comprehensive view is available to showcase all cases within the system, regardless of ownership or assignment, allowing users to gain a holistic overview of the entire case pool in the organization.

Response: As described above, the Gensys system allows for real-time displays to be created. NDOL will be provided access to the Genesys system to pull up any desired information in real time. NDOL will be able to see information related to the entire case pool being processed, both in real-time and historically, within the assigned NDOL team and organization.

- xv. The CRM has pre-defined templates and scripts for call center agents to streamline customer interactions, using guided scripts when addressing common customer scenarios, ensuring consistency, accuracy, and efficiency in their conversations.

Response: During Phase 1 of the startup plan, Lighthouse will work with NDOL to receive the current scripts used by call center agents and any IVR system in place. We will review them and provide comments and questions back to NDOL. During Phase 2, we will finalize the scripts for use in Phase 3 training.

- xvi. Activities are a core part of the system, allowing CRM users to create tasks or actions that need to be carried out by an agent or user of the CRM, helping users to organize, track, and maintain a record of their interactions.

xvii. The activities are user-generated, such as scheduling callbacks.

xviii. Activities are associated with specific records or entities in the CRM, such as a case or contact.

Response: Lighthouse agents can enter activities such as callbacks and escalation requests within the Genesys system, meeting the intent of activities as described. Each activity is associated with the case number, which associates the activity with the customer. It is noted that in the Genesys system, activities are referred to as Interactions, and in the Salesforce system, they are referred to as Tasks.

xix. The CRM allows users to set due dates, priorities, and reminders for activities.

Response: These features are present in the Gensys system.

xx. The CRM tracks and maintains a history of all activities, providing a complete record of user interactions with customers.

Response: It is Lighthouse policy that 100% of all calls and the data associated with them are recorded and kept according to customer requirements. We have virtually unlimited storage capability and only archive data once a customer has released us from maintaining it live.

xxi. Customization options are available to add additional fields or information to activity records.

Response: Lighthouse can modify all views to add or subtract fields as required. As noted previously, due to our quality management process and ensuring that all operations with our Genesys provided are done accurately, we require three business days to process a change in configuration request, though we will attempt to process all requests as quickly as possible.

xxii. The CRM allows users to update and track the status and progress of activities, including marking them as completed.

Response: Agents will be able to update all relevant fields within a customer case record, including the status and marking them complete when the customer inquiry has been successfully addressed.

xxiii. Activities are easily assignable to specific users or teams, facilitating collaboration and workload distribution.

xxiv. Activities are easy to configure without system programming.

Response: Supervisors or agents create activities by entering the appropriate information into it and tailoring it to the specific situation. They can also pull from a list of predefined activities.

xxv. Reporting and analytics capabilities are provided to analyze activity data, such as user productivity and activity trends.

Response: As described above, the Gensys system allows for real-time displays to be created on the fly. NDOL will be provided access to the Genesys system to pull up any desired information in real time. NDOL will be able to see information related to the entire case pool being processed, both in real-time and historically, within the assigned NDOL team and organization.

C. Callback Standards

- i. If a caller's inquiry cannot be resolved by the contractor or requires specialized knowledge the contractor will log the inquiry and schedule a callback for NDOL staff to resolve the issue within a one-hour timeframe for the next business day (twenty-four business hours). If there is no

availability within twenty-four (24) hours, the caller should be scheduled at the next earliest available time.

Response: Agents will be trained to these requirements and will continuously monitor the status of their assigned customer cases. If the agent cannot resolve the call first-time, they will schedule a callback by the appropriate specialist within 24 hours. If the specialist is not available within that time frame, they will coordinate with the specialist and the caller an appropriate time and then continue to monitor the case to ensure the callback is performed to the customer's satisfaction. If the callback does not occur for reasons beyond the specialist's ability, a new callback will be entered and the customer updated with the new information.

- ii. The contractor should confirm the callback window with the caller and make sure they understand that NDOL will follow-up with them.

Response: Agents are trained to ensure that customers understand all aspects of interactions with NDOL representatives.

- iii. Callback details shall include the caller's name, phone number, last four (4) of their social security number, the reason for the call (disposition), a summary of the issue, and, if applicable, the scheduled callback time.

Response: Lighthouse will configure the callback system to include the requested information at a minimum. During Phase 3 of the startup, we will work with NDOL to finalize the requirements of the callback system.

- iv. The contractor will maintain detailed records of all calls that require a callback, ensuring NDOL has accurate information when following up with the caller.

Response: As noted above in the CRM solution, Lighthouse will configure the CRM to enter and store all relevant case information. Agents will be trained to accurately relay from the caller as much information to the specialist as possible to ensure swift resolution.

- v. Callback resolution shall be tracked to ensure that NDOL Staff follows up promptly and effectively addresses customer inquiries.

Response: Agents will be trained to these requirements and will continuously monitor the status of their assigned customer cases. If the agent cannot resolve the call first-time, they will schedule a callback by the appropriate specialist within 24 hours. If the specialist is not available within that time frame, they will coordinate with the specialist and the caller an appropriate time and then continue to monitor the case to ensure the callback is performed to the customer's satisfaction. If the callback does not occur for reasons beyond the specialist's ability, a new callback will be entered and the customer updated with the new information.

- vi. Callback logs and reports will be submitted to NDOL weekly for monitoring and review.

Response: As noted in our response to 6, Report Requirements, under Call Center Requirements, Lighthouse has a very extensive and flexible reporting system. Lighthouse will work with NDOL during Phase 3 of the startup plan to determine the exact format, data required and frequency of delivery of each report identified. As described above, the Gensys system also allows for real-time displays to be created on the fly. NDOL will be provided access to the Genesys system to pull up any desired information in real time. NDOL will be able to see information related to the entire case pool being processed, both in real-time and historically, within the assigned NDOL team and organization.

- vii. The contractor will remind NDOL staff of any callbacks scheduled by sending a daily summary of pending callback requests.

Response: Team leads will be provided a view to see all callbacks scheduled for the day. The view will list the case number, issue, agent and the specialist assigned to it at a minimum. An option will be available to send a reminder email or text to the assigned specialist for them to review the issue and call the customer.

- viii. If a callback is missed or not scheduled correctly, the contractor will escalate the issue to the NDOL POC and ensure the callback is rescheduled promptly.

Response: Agents will be trained to these requirements and will continuously monitor the status of their assigned customer cases. If the agent cannot resolve the call first-time, they will schedule a callback by the appropriate specialist through NDOL within 24 hours. If the specialist is not available within that time frame, they will coordinate with NDOL and the caller an appropriate time and then continue to monitor the case to ensure the callback is performed to the customer's satisfaction. If the callback does not occur for reasons beyond the specialist's ability, a new callback will be entered and the customer updated with the new information.

- ix. Contractor CRM shall provide for NDOL staff to review, prioritize, assign, and close 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.

Response: A callback view will be created that allows NDOL to review and act on all callbacks scheduled. They will be able to send reminders to select specialists that they have a callback scheduled for that day. The view will have all the information relevant to the case so NDOL can verify that the specialist is the correct one to answer the callback, and if not, flag it for error for later review, and assign the correct specialist.

D. Call Answering Standards

- i. The contractor is required to answer 95% of all calls, 100% of the time (this does not include calls that are dropped in the IVR).
- 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.
- iii. The contractor should resolve 80% of all calls on the first contact. Calls that require escalation or further research will be scheduled for a callback.

Response: Lighthouse can affirm that we have no issues meeting these requirements on our current contracts and are very confident we can continue to meet them for NDOL.

E. IVR Interactive Voice Response

- i. The contractor's IVR (queue) will allow for callers to remain on the line until their call is answered or request a callback when it is their turn in the queue.
- ii. The proposed solution should be scalable and able to integrate with existing as well as future additions.
- iii. The contractor's IVR should be configurable in a timely manner no later than 48 hours.
- iv. The contractor's IVR should provide call routing based on the customer's language preference, situation/intent, the call should be routed to the appropriate division.

- 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.
- vi. Queues allow for escalation and routing of interactions to specialized teams or departments when needed, ensuring that complex or escalated cases receive the appropriate level of support for timely resolution.

Response: All features listed are inherent features of the Genesys call center solution. Lighthouse will ensure that they are all enabled and configured to meet NDOL requirements and expectations. Though as noted previously, in response to (iii), three business days are requested to meet our quality standards in addressing changes to the system, though we will make all efforts to respond as quickly as possible.

F. Performance Standards

- i. The Contractor shall provide staff exclusively dedicated to fulfilling the State's/Agency's stated requirements.
- 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.

Response: Lighthouse will establish a dedicated team to service the NDOL contract. In addition, we will cross train several employees in NDOL services so they seamlessly integrate with the NDOL team to handle a surge in call volume on a moments notice. If we detect that our NDOL workforce is being underutilized, we will reassign personnel to other projects.

- iii. Established performance standards for call center services that shall be maintained throughout the term of the contract to provide acceptable customer service and satisfy the scope of work under the contract.
- iv. The contractor shall achieve the following Key Performance Indicators (KPIs):
 - o Average Speed to Answer (ASA): ≤3 minutes
 - o Average Handle Time (AHT): ≤10 minutes
 - o After Call Work (ACW): ≤1.5 minutes
 - o Abandoned Call Percentage: ≤10%
 - o Repeat Caller Percentage: ≤20%
 - o Scheduled Callback Percentage: ≤20%
 - o Customer Satisfaction Score (CSAT): 85%

Response: Lighthouse agrees to the above performance metrics and can state that we meet or exceed similar KDIs on other programs.

- v. Additional performance standards the contractor shall achieve are:
 - o Capturing accurate and detailed information within CRM and NEworks systems on ≥95% of all calls (including callbacks)
 - o Answer 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).
 - o Callers should not be placed on hold for longer than 2 minutes.

G. Meetings

- i. Contractor is required to meet monthly with the State.

Response: As noted above in our Taskforce Management Plan, we will establish a monthly drumbeat meeting with NDOL to discuss current and prepare for future staffing and performance issues.

- ii. During transition or other critical periods of the contract, more frequent meetings will be required.

Response: Lighthouse will support any and all meetings required to guarantee success of the program.

- iii. Contractor shall be available to meet in person with NDOL representatives on an as-needed basis for such situations as periodic updates and changes in unemployment insurance laws, rules, and claim processes.
- iv. If needed, meetings will be held face-to-face and held in Lincoln, Nebraska. These meetings will be expected to be attended (at the Contractors own expense).

Response: NDOL representatives are welcome to visit Lighthouse Works facilities in Orlando, FL at any time during the execution of this contract. Please coordinate in advance. Lighthouse Works representatives will also travel to Lincoln, Nebraska to meet with NDOL representatives at any time as determined through discussions. We welcome face-to-face talks at any time if they are the best alternative to ensuring program success.

H. Monitoring

- i. Agency shall be entitled to “on site” as well as “on-line” monitoring of call center specialists and call center operations.
- ii. Contractor shall allow NDOL representatives to visit and observe the call center operation as needed.
- iii. NDOL may conduct periodic on-site inspections, interviews, and audits of the call center.

Response: NDOL representatives are welcome to visit Lighthouse Works facilities in Orlando, FL at any time during the execution of this contract. Please coordinate in advance. We welcome face-to-face talks at any time if they are the best alternative to ensuring program success.

I. Quality Assurance

- i. Contractor shall create and maintain audio recordings of all calls. Contractor shall maintain audio recordings of calls for at least thirty (30) days.
- ii. Contractor shall make call recordings available to NDOL within 24 hours upon request.
- iii. Contractor will be required to establish a quality assurance process that ensures calls are answered in a professional manner, are accurate in providing information, and comply with all NDOL guidelines.
- iv. Contractor will implement call monitoring procedures, provide feedback, and regularly review agent performance to maintain high service levels.

Response: As noted above in our Workforce Management Plan, all the listed requirements are addressed. We create and maintain audio recordings for the required 30 days and make them available to NDOL within 24 hours of a request. We have a quality assurance program in place on all our contracts with continuous monitoring, regular feedback and review of agent performance allowing us to maintain high service levels, no matter the contract.

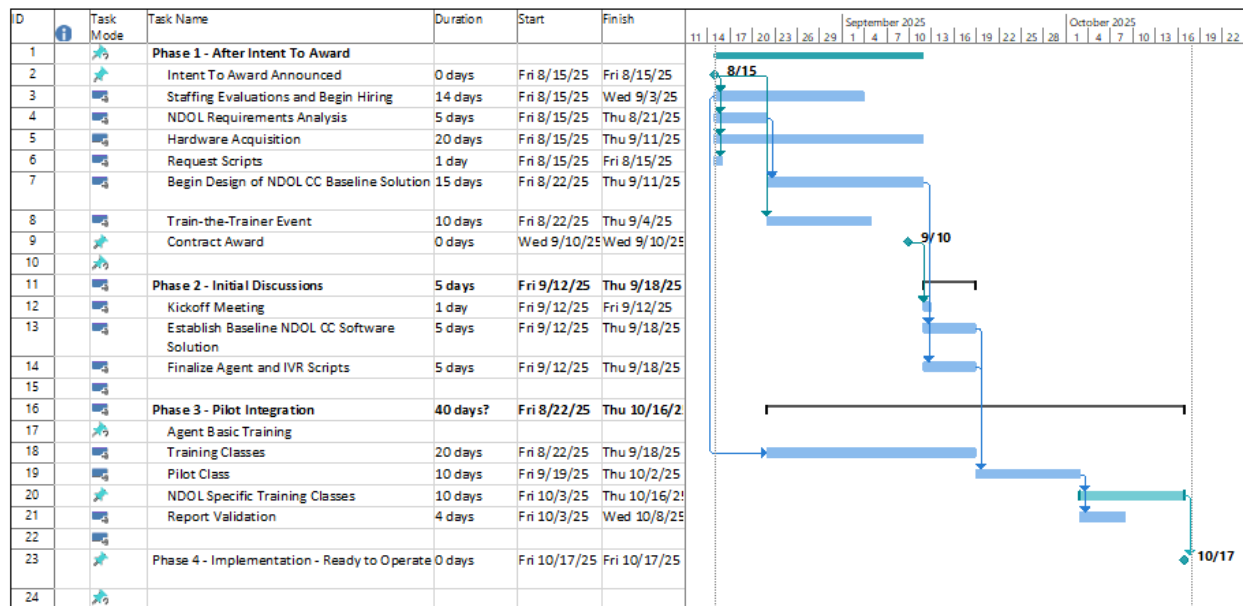
D. DELIVERABLES

The contractor shall supply the following deliverables:

Detailed Project Plan

- Contractor shall provide a detailed project plan outlining phases such as project kickoff, systems integration, staff training, pilot testing, and full-scale implementation.
- Outline shall include timelines for each phase and a plan to ensure phases are met as scheduled.

Response: Proposed Timeline:



Lighthouse has extensive experience planning and executing quick call center startups as will be required from contract award to full scale operation. Our plan will be:

Phase 1: After receiving an Intent to Award notification

- Staffing – we will begin evaluating our workforce for employees who can immediately shift over to support NDOL in the weeks prior to contract award if we receive a notice of intent to award.
- Begin evaluating the NDOL specific software requirements for reports, customer service management and start the design of the NDOL integration with the Genesys CC solution.
- Train the Trainer event – We will send two to three of our training staff to attend a train the trainer event. We will expect to leave the event with all the training material needed to train our employees.
- Hardware Acquisition – we will begin the process of purchasing any needed equipment, which we expect a lead time of one to two weeks, based on past purchases.
- We will request all current scripts be provided to begin reviewing them

Phase 2: Initial Discussions and Program Evaluation and Design

1. Kickoff meeting – The day after contract award, we will hold a kickoff meeting with NDOL to discuss the timeline, execution of the contract and the initial startup, and confirm the start date of the train-the-trainer event.
2. Establish the baseline NDOL CC software solution our agents will use for handling NDOL customer. (Genesys or Salesforce)
3. Finalize the scripts agents and the IVR system will use. These scripts will be included in the NDOL training curriculum.
4. Basic agent training will begin in this phase as we onboard employees to meet NDOL demand.

Phase 3: Pilot Integration

1. Train LHW employees on the NDOL solution. The training classes will use the NDOL CC software solution as part of the training class.
2. Report Validation – We will work with NDOL to finalize our reporting processes, metrics, and frequency of report generation to ensure NDOL is receiving the information required from day one.

Phase 4: Implementation

1. Begin processing NDOL customers under the cognizance and guidance of NDOL personnel. We would request that NDOL representatives attend our initial call center opening and provide feedback to our solution.

Deliverables and Due Dates:

- c. Provide daily services and reports as specified in this RFP while meeting specified performance standards.
 - Average Speed to Answer (ASA): ≤3 minutes
 - Average Handle Time (AHT): ≤10 minutes
 - After Call Work (ACW): ≤1.5 minutes
 - Abandoned Call Percentage: ≤10%
 - Repeat Caller Percentage: ≤20%
 - Scheduled Callback Percentage: ≤20%
 - Customer Satisfaction Score (CSAT): 85% or greater

Response: LHW will address all report requirements during Phase 3 of the project plan, as noted above. The above metrics are regular customer requests and Lighthouse is confident we can meet NDOL's requirements and expectations.

COST PROPOSAL
NDOL Call Center Support for Unemployment Insurance Services
RFP 121962 - o3

Bidder's Name: _____

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)	\$35,500.00	\$36,387.50	\$37,297.19	\$38,229.62	\$39,185.36
V.D. a	Project Planning and Management	\$141,407.20	\$144,942.38	\$148,565.94	\$152,280.09	\$156,087.09
V.D. b	Outline and phase management	\$121,844.42	\$124,890.53	\$128,012.79	\$131,213.11	\$134,493.44
V.D. c	Daily First Tier Support and call reporting (paid biweekly)	\$625,948.38	\$641,597.09	\$657,637.02	\$674,077.94	\$690,929.89
	Total Project Costs	\$924,700.00	\$947,817.50	\$971,512.94	\$995,800.76	\$1,020,695.78