

From: [Carmen Tapio](#)
To: [Mcconnell, Kyle](#)
Cc: [Kristina Janssen](#); [NDOL Procurement](#)
Subject: RE: [EXTERNAL] 121962 -o3 North End Solicitation Response
Date: Tuesday, August 12, 2025 5:09:35 PM
Attachments: [image001.png](#)

Good afternoon Mr. McConnell,

We have reviewed our response materials and can confirm there is no need to redact any portion of our proposal.

Thank you again for your consideration.

Carmen



Carmen Tapio
Chief Executive Officer
2120 S 72nd Street, Ste 100
Omaha, Nebraska 68124
402-934-5182 (direct)
www.northendteleservices.com

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From: Carmen Tapio
Sent: Tuesday, August 12, 2025 3:51 PM
To: Kyle McConnell <Kyle.Mcconnell@nebraska.gov>
Cc: Kristina Janssen <kjanssen@northendteleservices.com>; Procurement NDOL <NDOL.Procurement@nebraska.gov>
Subject: Re: [EXTERNAL] 121962 -o3 North End Solicitation Response

Dear Mr. McConnell,

We are confirming receipt and will review and respond timely and appropriately.

Thank you for your message and consideration.

Thank you,

Carmen Tapio

On Aug 12, 2025, at 3:01 PM, McConnell, Kyle
<Kyle.McConnell@nebraska.gov> wrote:

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

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

<image001.png>

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

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

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

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

Thank you,

Kyle McConnell, C.L.S.S.G. B.

Procurement Contracts Officer

Nebraska Department of Labor

550 S. 16th Street

Lincoln, NE 68508-4600

Office Phone: 402-471-9944

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From: [McConnell, Kyle](#)
To: ctapio@northendteleservices.com; kjanssen@northendteleservices.com
Cc: [NDOL Procurement](#)
Subject: 121962 -o3 North End Solicitation Response
Date: Tuesday, August 12, 2025 3:01:39 PM
Attachments: [image001.png](#)

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

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

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

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

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Thank you,

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

Nebraska Department of Labor

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

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1500 N 24th St. Suite 111
Omaha, NE 68110

402-934-3624
northendteleservices.com

June 26th, 2025

Request for Proposal #121962 O3

Attn: Kyle McConnell Procurement Contract Officer

Department of Labor

550 South 16th Street

Lincoln, NE 68508

RE: Request for Proposal #121962 O3

To the Evaluation Team,

On behalf of North End Teleservices, LLC (NET), I am pleased to submit our proposal in response to the Nebraska Department of Labor's (NDOL) solicitation for First-Tier Call Center Services in support of the Unemployment Insurance Claims Center.

NET is honored to continue serving as a trusted partner to the State of Nebraska. Since the inception of our relationship with NDOL, we have remained deeply committed to delivering high-quality claimant support, maintaining operational excellence, and continuously evolving to meet the needs of Nebraska's citizens. Our proposal reflects this ongoing commitment, drawing from our proven experience supporting NDOL, Nebraska Department of Health and Human Services (DHHS), and other public-sector programs.

This proposal outlines NET's comprehensive technical approach, staffing model, infrastructure capabilities, and unwavering focus on service continuity, data security, and innovation. We have designed our response to reflect not only the technical requirements outlined in the RFP, but also the shared values and forward-thinking vision of our partnership with NDOL.

For convenience, NET has included the required Bidder Questions in both Microsoft Excel and Word formats.

We thank you for the opportunity to continue this vital work and remain committed to advancing NDOL's mission. Please don't hesitate to contact me directly should any questions arise.

Primary Contract POC:

Carmen Tapio

Owner & CEO

ctapio@northendteleservices.com

402-703-6767 (fax)

402-934-5182 (direct)

Secondary Contract POC:

Chris Phillips

Chief Operating Officer

cphillips@northendteleservices.com

402-703-6767 (fax)

402-506-5975 (direct)





North End Teleservices LLC:

Presented to:
Nebraska Department
of Labor
Solicitation Number
121962 O3





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Corporate Overview

a. Bidder Identification and Information

North End Teleservices LLC (NET) is headquartered in Omaha, Nebraska. NET's corporate headquarters is located at 1500 N. 24th Street, Suite 111, Omaha, NE 68110, with a second call center location at 2120 S 72nd Street, Suite 400, Omaha, NE 68124. Additional information about the company and its service offerings can be found on our official website at www.northendteleservices.com.

NET is organized as a limited liability company (LLC) and has remained under the same legal name and business structure since its formation. The company was officially organized in the State of Nebraska in 2015 and has continuously operated under the North End Teleservices, LLC name since its inception.

NET has established a strong brand identity as a mission-driven, performance-based contact center and business process outsourcing provider. Our facilities, in Omaha, Nebraska, serve as the central operational hub for our government and commercial programs, including our ongoing service delivery partnership with the Nebraska Department of Labor (NDOL).

NET is proud of its local roots and national reach and will continue delivering compliant, high-quality, and responsive solutions in alignment with NDOL's program and organizational goals.

b. Financial Statements

North End Teleservices, LLC (NET) is a privately held limited liability company established in 2015 and headquartered in Omaha, Nebraska. As of June 2025, NET employs 510 individuals and serves clients across the public and private sectors, including local, state, and federal government agencies, as well as commercial partners. NET specializes in call center operations, workforce solutions, and business process outsourcing.

NET maintains a strong financial foundation and has consistently demonstrated fiscal responsibility and operational scalability in its multi-year partnerships. While NET is not a publicly traded entity and is therefore not required to file audited financial statements, additional financial information, including banking references and internal financial statements, can be made available upon request under appropriate confidentiality agreements.

NET affirms that it has no judgments, pending or expected litigation, or other financial reversals that would impact the financial viability or stability of the organization.



c. Change of Ownership

NET does not anticipate any change in ownership or control of the company within the twelve (12) months following the due date of this solicitation response. NET remains a privately held, woman- and minority-owned business and is committed to operational continuity and leadership stability throughout the duration of any resulting contract.

Should any change in ownership or control be considered in the future, NET acknowledges its obligation to notify the State in accordance with contractual and legal requirements. At this time, no such transition is planned or under consideration.

d. Office Location

The Nebraska Department of Labor (NDOL) Unemployment Insurance Contact Center operations are currently and will continue to be performed out of NET's office located at 2120 S. 72nd Street, Omaha, NE 68124. This dedicated facility is fully equipped with NIST-compliant infrastructure, systems, and secure environment required to deliver all NDOL program services. NET has strategically established this location to ensure continued performance, scalability, and alignment with State program requirements. The site is staffed with trained personnel and supervised by leadership assigned specifically to support NDOL's objectives.

e. Relationships with the State

NET has maintained an active and collaborative relationship with the State of Nebraska over the past five (5) years. During this period, NET has successfully partnered on multiple contracts to provide contact center services and administrative support across various state agencies, including the Nebraska Department of Labor. These engagements reflect NET's proven ability to meet State program standards and deliver results in compliance with contractual and operational requirements.

State Agency	Project	Contract	Year Signed
Nebraska Department of Labor	Unemployment Insurance	023-0013-2020	2020
NE Department of Health and Human Services	Contact Tracing	93064-O4	2020
NE Department of Health and Human Services	EA/MED/P-EBT	90235-O4	2020
NE Department of Economic Development	Grant Inquiry Program	20-01-101	2020
NE Department of Labor	Unemployment Insurance	023-0091-2020	2021
NE Department of Health and Human Services	EA/MED	103947-O4	2023
NE Department of Labor	Unemployment Insurance	023-0001-2024	2024



f. Bidder's Employee Relations to the State

NET confirms that no Party named in this solicitation response is or has been an employee of the State of Nebraska within the past twelve (12) months. Additionally, as of the due date for this solicitation response submission, NET does not employ or subcontract with any individual who is currently employed by any agency of the State of Nebraska. NET affirms that no conflicts of interest exist or are anticipated in relation to personnel and the State. Should any such relationship arise, NET will promptly disclose the relevant details in accordance with State requirements.

g. Contract Performance

NET confirms that it has not experienced any contract terminations for default within the past five (5) years.

NET has experienced two contract terminations for convenience during this time period, both of which were unrelated to performance. NET maintained excellent relationships with the respective clients and consistently met or exceeded all performance expectations throughout the duration of each engagement.

1. Werner Enterprises

Address: 14507 Frontier Road, Omaha, NE 68138

Point of Contact: Rich Johnson, Vice President of Business Readiness – (531) 895-4710

Contract Term: Initial contract 11/01/2022; renewal 02/21/2024

Circumstances: NET consistently performed to contract expectations and met all service level requirements. In May 2025, Werner notified NET that its organizational restructuring resulted in a reduced need for external support. NET valued the partnership and still maintains a positive relationship with Werner Enterprises and would welcome future opportunities to collaborate should their needs change.

2. Nelnet Diversified Services

Address: 401 S. 21st Street, Lincoln, NE

Point of Contact: Jenni Burke, Director of Program Management – (402) 458-2211

Contract Term: Initial contract 12/02/2019 – 12/31/2020; contract performance through April 2025

Circumstances: NET provided consistent Tier 1 support and met all performance expectations throughout the duration of the agreement. In February 2025, Nelnet informed NET that due to changes in student loan volume, external support services would be discontinued. NET appreciates the opportunity to have partnered with Nelnet over the course of nearly six years and is proud of the collaborative success achieved during that time.

These terminations for convenience were administrative in nature and not reflective of any performance deficiencies. NET remains committed to excellence in service delivery and values its long-standing reputation for reliability and results.



h. Summary of Bidder's Corporate Experience

NET is not only familiar with the scope of work outlined in this RFP, we are currently performing these services for the Nebraska Department of Labor and doing so with measurable success. NDOL leadership has expressed satisfaction with NET's performance, citing our ability to meet service levels, maintain high-quality interactions, and respond proactively to changing program needs. NET brings extensive experience delivering call center solutions to government agencies across state and federal programs, including unemployment insurance, economic assistance, and regulated benefit support. The matrix below summarizes NET's past and ongoing engagements that are aligned in size, scope, and complexity with the requirements defined in this solicitation:

Client	Project	Services	FTE	Duration
NE Dept of Labor	Unemployment Insurance	Call Center Services	15	02/20/2024-Present
NE Dept of Health and Human Services	EA/MED	Call Center Services	140	04/15/2020-Present
Omaha Public Schools Transportation	School Bus Transportation	Call Center Services	50	11/14/2017-Present
Guilford County Schools	School Bus Transportation	Call Center Services	50	12/1/2021-Present
Maximus Federal Services	Centers for Medicare & Medicaid Services / CCO Contract	Call Center Services	200	07/30/2023-Present
Werner Enterprises	Tier One Tech Support	Call Center Services	5	11/01/2022-07/19/2025
NE Department of Health and Human Services	Contact Tracing	Call Center Services	175	11/21/2020-07/28/2021



Subcontractor Participation

NET confirms that no subcontractors are being proposed or utilized for this project. All services will be performed directly by NET personnel from our dedicated facilities.

Core Values - Driving Purpose

NET's core values form the foundation of its organizational culture and align closely with the mission and guiding principles of the NDOL. This alignment supports a collaborative partnership grounded in trust, shared purpose, and a steadfast commitment to workforce excellence and community impact.

NET Core Values

- **Respect:** Cultivating mutual appreciation across teams, clients, and communities
- **Integrity:** Maintaining ethical standards and transparent operations
- **Truth:** Promoting honesty in communication and relationships
- **Improvement:** Embracing innovation, growth, and continuous learning
- **Service:** Placing client and community needs at the center of every action
- **Diversity:** Celebrating inclusive representation and perspectives
- **Fun:** Fostering an energized workplace where achievement is celebrated

Shared Mission and Alignment with NDOL

NDOL's mission to *"Connect People to Employment Success"* directly aligns with NET's purpose of *"Creating Jobs and Changing Lives."* Both organizations are committed to strengthening Nebraska's workforce, enhancing economic opportunities, and delivering services that improve the lives of individuals and families across the state.

Value Alignment with NDOL

- **Workforce Empowerment** reflects NET's values of **Service** and **Improvement**, emphasizing outcomes that prioritize career development and economic advancement.
- **Integrity** and **Accountability** align with NET's values of **Integrity** and **Truth**, reinforcing trust in service delivery and program administration.
- **Innovation** and **Modernization** correspond with NET's **Improvement** value, as both organizations embrace technology and continuous evolution to meet changing labor market demands.
- **Customer Focus** and **Equity** mirror NET's values of **Respect** and **Diversity**, ensuring inclusive service strategies that support all populations, including underserved and marginalized communities.
- **Collaboration** resonates with NET's commitment to **Respect** and **Service**, encouraging public-private partnerships that deliver measurable, sustainable workforce outcomes.

Together, North End Teleservices and the Nebraska Department of Labor are positioned to deliver transformational employment solutions, advance workforce equity, and strengthen the economic well-being of Nebraskans statewide.





Experience Descriptions

1. Nebraska Department of Labor (NDOL)

- **Time Period:** February 2024 – Present
- **Scheduled vs. Actual Completion:** Ongoing (Fully operational)
- **NET's Role:** Prime Contractor
- **Scope of Services:** NET serves as the Tier 1 contact center provider for NDOL's Unemployment Insurance (UI) program. Responsibilities include responding to claimant inquiries, triaging calls, managing callback scheduling, documenting interactions, and escalating complex issues to NDOL staff. NET provides bilingual support (English/Spanish), real-time reporting, IVR call routing, and system integration with NWorks and NDOL CRM platforms.
- **Key Metrics:** ~71,000 annual calls; service levels exceeded >95% consistently; less than 1% abandons
- **Point of Contact:** Andi Bridgmon, UI Director
andi.bridgmon@nebraska.gov | (402) 471-4474
- **Alignment with NDOL Scope:** NET's services for NDOL mirror the required RFP functions: full call center operations, real-time performance monitoring, trained bilingual representatives, and continuity planning for seasonal volume spikes. All functions are performed onshore at NET's dedicated Omaha facility.

2. Maximus Federal Services (Centers for Medicare & Medicaid Services / CCO Contract)

- **Time Period:** July 2023 – Present
- **Scheduled vs. Actual Completion:** Ongoing (Fully operational)
- **NET's Role:** Subcontractor
- **Scope of Services:** Under the CMS Contact Center Operations (CCO) contract with Maximus Federal Services, NET provides Tier 1 contact center services supporting Medicare beneficiaries. NET manages high-volume inbound inquiries, including eligibility, claims status, and system navigation support. Services include multi-language interpretation, quality assurance, workforce scheduling, and compliance with federal service levels.
- **Key Metrics:** 200 FTEs; 100% compliance with CMS security and scripting requirements; 94.04% Customer Satisfaction Score (CSAT)
- **Point of Contact:** Rick Graybill, Senior Director, CCO
rickdgraybill@maximus.com | (928) 482-5230
- **Alignment with NDOL Scope:** NET's CMS work demonstrates scalable government call center experience, data protection compliance (FISMA/NIST), and multi-channel service capabilities. NET's operational maturity under a federally regulated program directly aligns with NDOL's expectations for performance, quality, and responsiveness.





3. Nebraska Department of Health and Human Services (DHHS)

- **Time Period:** April 2020 – Present
- **Scheduled vs. Actual Completion:** Ongoing
- **NET's Role:** Prime Contractor
- **Scope of Services:** NET provides Tier 1 contact center support to DHHS across Economic Assistance and EBT programs. Services include inbound application assistance, eligibility navigation, benefit replacement requests, and call documentation. NET supports 125+ representatives across multiple program lines, delivers bilingual support, and supplies structured QA and real-time performance dashboards.
- **Key Metrics:** 125+ FTEs; call volumes in excess of 400,000 annually, ASA less than 2:00 minutes; Abandons less than 7%
- **Point of Contact:** Dinah Wetindi, Deputy Director – Economic Assistance
Dinah.Wetindi@nebraska.gov | (531) 310-1721
- **Alignment with NDOL Scope:** NET's execution of multi-program support for DHHS exemplifies its ability to manage large-scale government contact centers, meet performance standards, and support complex policy navigation, all highly relevant to NDOL's UI program needs.



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

NET's proposed management approach is built on an integrated leadership model with centralized oversight, direct accountability, and clear communication channels. NET has already established a dedicated management structure for NDOL and will continue this structure under the new contract to ensure performance alignment, operational transparency, and exceptional service delivery.

NET has a dedicated **Customer Success Manager, Program Manager**, assigned to the NDOL contract who will continue to support operations. Reporting directly to the Customer Success Manager is a dedicated **Customer Success Account Supervisor, Operations Supervisor**, who serves as the primary point of contact responsible for contract performance, service level compliance, and NDOL relationship management. Reporting to NET's Customer Experience Team, under our Manager of Customer Experience, is a team of **Quality Assurance Analysts** and **Training Specialists**, all of whom are based on site at NET's secure Omaha facility. These leaders are supported by a cross-functional network of centralized departments, including Workforce Management, Information Technology, Compliance, and Human Resources, working collaboratively to ensure operational efficiency, real-time data accuracy, infrastructure stability, and consistent program excellence.

Proposed Team Members:

- **Director of Customer Success – Patrick Sanders**, Serves as NET's **dedicated contact for all program-related matters** and is the senior-most leader responsible for the strategic oversight of the NDOL program. Patrick ensures full contract compliance, performance alignment, and serves as the primary escalation point for NDOL leadership. He oversees program governance, long-term planning, and interdepartmental coordination to ensure the program continues to meet and exceed expectations.
- **Customer Success Manager – Vanessa Spencer** serves as the **Customer Success Manager** for the NDOL program and is a key member of NET's leadership team supporting this contract. She currently provides direct oversight of KPI performance, service-level compliance, and strategic alignment between NDOL's objectives and NET's operational execution. Vanessa supports the Director of Customer Success and functions as the **secondary point of contact** for the State, managing cross-functional coordination across Workforce Management, Quality Assurance, and frontline operations to ensure ongoing service excellence.

Vanessa has been **embedded in the NDOL program since its inception in 2020**, bringing unparalleled firsthand experience and institutional knowledge. She began her career at NET as a customer service representative specifically assigned to NDOL. Her performance and subject matter expertise led to her advancement into the NDOL Appeals Team, followed by promotions to Team Lead and then into a senior leadership role. Today, she continues to lead the program with the same dedication and insight that she built from the ground up.

In 2022, Vanessa graduated from NET's U.S. Department of Labor–registered **Supervisor Apprenticeship Program**, the only registered apprenticeship of its kind in the contact center industry. This nationally recognized program provided her with formal training in leadership, operational management, coaching methodologies, and workforce strategy, strengthening her ability to lead with precision, confidence, and accountability. Vanessa's journey from frontline support to program leadership exemplifies NET's commitment to cultivating internal talent and reinforces the strength and continuity of our service model. She remains dedicated to the NDOL program and will continue serving in this capacity throughout the life of the contract.

- **Customer Success Account Supervisor – Jorden Myers** currently serves as the **Customer Success Account Supervisor** for the NDOL contact center and is fully dedicated to the program. She is responsible for leading the day-to-day operations of the NDOL service team, including real-time management of floor activity, SLA adherence, escalation resolution, and frontline staff performance. Jorden brings a rare, firsthand understanding of the NDOL program, having originally joined NET in 2020 as a customer service representative assigned to the NDOL contract. Her exceptional performance and deep knowledge of the program led to a promotion to Team Lead on NDOL, and ultimately to her current supervisory leadership role.

In 2022, Jorden became a graduate of NET's U.S. Department of Labor–registered **Supervisor Apprenticeship Program**, the only program of its kind in the contact center industry. Through this nationally recognized initiative, she completed formal coursework and hands-on leadership training in operations management, coaching, scheduling adherence, workforce planning, and compliance. This unique blend of frontline experience, structured professional development, and NDOL program tenure equips Jorden with the strategic insight and tactical capability required to lead her team effectively. Under her leadership, NET has consistently delivered high-performance outcomes for NDOL, and she remains committed to driving excellence throughout the life of the contract.

- **Quality Assurance Analyst – Stephanie Basurto**, Leads call quality monitoring and compliance with NDOL standards. Stephanie conducts daily call evaluations, provides actionable feedback to representatives and supervisors, and identifies opportunities for service enhancement. She ensures that all claimant interactions meet quality, accuracy, and customer experience benchmarks.

Each individual proposed for this contract is currently performing in their respective roles supporting NDOL and brings firsthand experience with the program's operational procedures, claimant interactions, and integrated systems. This team has a proven track record of successfully managing NDOL's service delivery requirements and is fully equipped to ensure immediate continuity, performance stability, and seamless execution upon contract award. Their familiarity with NDOL's expectations and workflows eliminates any onboarding lag and reinforces NET's readiness to continue delivering at a high standard.



Please see *Attachment* for resumes of key personnel. Each resume includes academic background, certifications, professional experience, and references as required. NET affirms that any changes in proposed personnel will only be implemented with prior written approval from the State, in accordance with contractual obligations.

Commitment to Innovation and Partnership Alignment

Throughout NET's existing and highly collaborative relationship with the State of Nebraska, innovation has been more than a value, it has been a practice. NET has consistently identified opportunities to enhance service delivery, optimize workflows, and implement scalable solutions that directly align with NDOL's evolving needs and the expectations of Nebraska's citizens.

As a true partner, NET has not only responded to NDOL's programmatic shifts, we've anticipated them, delivering system enhancements, reporting improvements, and service refinements that demonstrate our proactive investment in the State's success. From implementing tailored CRM configurations to expanding language access features and optimizing telephony infrastructure, NET has ensured that every solution deployed serves the best interest of claimants and NDOL alike.

Looking ahead, NET remains deeply committed to this partnership. We will continue to listen, innovate, and evolve in step with NDOL, always prioritizing transparency, security, and service excellence. As needs shift and expectations rise, NET will remain agile and engaged, continuously leveraging technology and expertise to help the State deliver equitable, efficient, and impactful workforce services.

j. Subcontractors

NET confirms that it has no plans to subcontract any portion of the services related to this solicitation. NET will act as the Prime Contractor and will perform 100% of the required work using internal personnel, systems, and resources. All service delivery will be executed in-house from NET's secure and fully equipped facilities, ensuring direct oversight, accountability, and consistency across all performance areas.



Technical Response

Business Requirements

General Operational Requirements

1. Contractor Location and Eligibility

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

Understanding: Nebraska Department of Labor (NDOL) requires that the Contractor be based and operate within the United States.

Response: NET confirms **full understanding and compliance** with this requirement. **NET is headquartered locally in Omaha, Nebraska, and operates entirely within the United States.** All services associated with this contract are, and will continue to be, delivered from NET's **secure, dedicated office space located in Omaha**, where a call center environment has been purpose-built to support the Nebraska Department of Labor.

Additionally, **NET is proudly located in a federally designated HUBZone** (Historically Underutilized Business Zone), which reinforces our organizational mission of **"Creating Jobs and Changing Lives."** Operating in a HUBZone allows NET to directly support economic revitalization in underserved communities while delivering high-quality, contract-compliant services.

Through this model, NET creates **accessible career pathways** for individuals who have historically faced barriers to employment, fueling both **workforce development** and local **economic growth, adding over \$500 million in economic impact to date.** Our ability to deliver best-in-class outcomes for NDOL is directly linked to the strength and dedication of our community-based workforce. This contract not only represents **operational excellence**, but also a **measurable social impact** for the State of Nebraska.

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

Understanding: Contractor representatives must have secure, dedicated workspaces that prevent unauthorized access to claimant data.

Response: NET currently fulfills this requirement in full and has implemented **strict physical and cybersecurity protocols** to ensure NDOL claimant data always remains protected. All NDOL operations are housed within NET's secure, Omaha-based facility, which is badge-access controlled and monitored 24/7. NDOL-dedicated workstations are physically segregated within designated zones and overseen by onsite supervisory personnel to eliminate the risk of unauthorized access.

As a standard practice, all NDOL-assigned representatives sign Non-Disclosure Agreements (NDAs) prior to system access and receive formal training on handling sensitive information. NET's IT infrastructure includes endpoint protection, firewalls, network segmentation, and multi-factor authentication to safeguard digital assets. These controls are actively monitored and regularly reviewed to ensure compliance with federal and state data protection standards.

NET's secure workspace environment is the current operating standard already in place for NDOL. These protocols will continue without interruption upon contract execution, reflecting NET's long-standing commitment to data integrity, confidentiality, and claimant trust.

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

Understanding: Telework and remote work are not authorized.

Response: NET already operates in full compliance with this requirement. All NDOL-related services are currently and will continue to be delivered exclusively onsite from NET's secure Omaha facility. Remote or telework arrangements are strictly prohibited for NDOL-assigned staff, and NET enforces this policy through controlled physical access, onsite supervision, and designated workspace assignments within our NDOL-dedicated operational area. This model is not a planned adjustment; it is the current standard actively in place and audited to ensure compliance with confidentiality and performance oversight requirements.

2. Legal Compliance

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

Understanding: Contractor must comply with all applicable federal and state laws throughout the contract.

Response: NET operates in full compliance with all applicable federal, state, and local laws and regulations, and this standard is already embedded across all facets of our current service delivery for NDOL. NET conducts scheduled internal compliance audits and ongoing policy reviews to validate adherence with employment law, labor regulations, program-specific statutes, and data protection mandates, including HIPAA and PII requirements. These efforts are supported by cross-functional collaboration between NET's Legal, Human Resources, and Operations teams to ensure that all contractual and regulatory obligations are consistently upheld. Legal compliance is not a reactive measure at NET; it is a foundational part of our governance and quality assurance practices.



3. Turnkey Solution

a. Contractor is required to deliver a complete call center operation including:

Understanding: NET understands that the State of Nebraska requires a fully self-managed, end-to-end call center operation to support NDOL's Unemployment Insurance program. This includes delivering trained personnel, dedicated infrastructure, and all necessary systems and equipment, without reliance on State-provided assets.

Response: NET is currently delivering a comprehensive, turnkey solution for NDOL and will continue to do so throughout the life of the contract. NET's model includes **trained staff, purpose-built workspace, secure network infrastructure, integrated systems, and enterprise telephony**. All services are provided from **NET's controlled environment in Omaha, Nebraska**, which has been specifically configured to meet NDOL's standards for availability, compliance, and security. NET assumes full accountability for performance delivery and ensures that no aspect of the operational framework requires support or provisioning from the State.

i. Trained staff

Response: NET currently supports NDOL operations with a team of trained professionals who are fully certified in UI program protocols. All staff undergo NET's **established onboarding program**, which incorporates NDOL-specific content, mock call scenarios, and compliance assessments. **Our training curriculum is aligned with NDOL's service standards** and includes policy, scripting, regulatory requirements, and system navigation. Staff complete assessments and mock call evaluations before going live. NET maintains ongoing refresher training schedules and Quality Assurance (QA) coaching cycles to uphold performance and compliance.

ii. Adequate workspace

Response: NET currently operates from a **secure, state-compliant facility in Omaha, Nebraska**, with workspace areas designed exclusively for NDOL service delivery. These areas include ergonomic furniture, sound-controlled layouts, and designated supervisor workstations to ensure oversight and efficiency. **NDOL personnel have previously operated onsite alongside NET's team and have complimented the layout, infrastructure, and professional atmosphere of the space**. This direct engagement underscores the strength of the facility and its alignment with NDOL's expectations. **NET will continue to maintain and enhance this dedicated NDOL space throughout the life of the contract.**

iii. Telephony and computer equipment

Response: NET currently provides all representatives with enterprise-grade computers, dual monitors, **secure network access, and Voice over Internet Protocol (VOIP)-enabled headsets**. The telephony infrastructure supports call routing, hold queues, and recording functionalities required for high-volume UI environments. NET's IT team actively manages these systems for peak performance.





North End Teleservices (NET) maintains a robust and compliant call recording protocol aligned with the Nebraska Department of Labor's (NDOL) operational and quality assurance requirements.

Percentage of Calls Recorded

NET digitally records **100% of inbound and outbound customer interactions**, including scheduled callbacks and transfers, across all communication channels managed within the Five9 telephony system. This ensures comprehensive documentation of all UI-related transactions and supports our quality assurance, training, and dispute resolution protocols.

Recording Retention Policy

All call recordings are securely stored and maintained for a **minimum of thirty (30) days** in accordance with the RFP requirement. Recordings are stored in a secure, access-controlled environment within our Five9 cloud-based infrastructure, which is compliant with industry standards for data protection, including SOC 2 Type II and HIPAA (where applicable).

Should NDOL require an extended retention period, NET can accommodate **custom retention policies for up to twenty-four (24) months**. These extended retention configurations can be established at the start of the contract or implemented at any point upon request, ensuring full alignment with NDOL's auditing, compliance, or historical analysis needs.

iv. Necessary software and hardware

Response: NET's operations for NDOL **currently utilize a fully integrated suite of platforms** that include CRM (Customer Relationship Management), **quality assurance, workforce management**, and **analytics** tools. Importantly, NET developed and customized the CRM specifically for NDOL's program requirements, ensuring alignment with UI claim workflows, scripting protocols, callback scheduling, and data capture fields unique to NDOL operations.

This **cloud-hosted CRM system** is equipped with **encrypted access controls, role-based user permissions**, and **detailed audit logs** to track system usage and protect sensitive claimant data. The platform supports seamless integration with NEworks and is designed for operational scalability and data transparency. NET's IT and business intelligence teams actively maintain and enhance these systems to meet evolving program needs. **These solutions are not theoretical; they are already in place and successfully supporting NDOL service delivery today.**





v. Telephone and data line installation and maintenance

Response: NET's in-house IT and Workforce Management departments maintain all telephony and data infrastructure. The Omaha facility is equipped with dual-carrier failover systems to ensure no disruption in service. NET's team provides proactive system checks and immediate incident response coverage.

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

Response: NET is currently managing this requirement for NDOL and will continue to do so under the new contract. NET currently supports call routing through NDOL's existing toll-free (800) number, utilizing session border controllers and SIP trunking to ensure **reliable, secure, and scalable connectivity**. This integration is fully operational and maintained by NET's Workforce Management team. Additionally, NET is fully equipped to provision a dedicated toll-free number if requested and can configure routing preferences based on NDOL's evolving program needs. **These capabilities are already in place and actively supporting NDOL's inbound call management without issue.**

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: NET currently provides a turnkey desktop environment for each NDOL representative, including **VOIP-enabled headsets, softphone applications, and secure workstation configurations**. NET manages all lifecycle maintenance and support of these assets to eliminate downtime and ensure representative readiness.

viii. The State will not provide any equipment.

Response: NET confirms it will continue to provide 100% of the equipment and infrastructure required for successful contract execution. NET's capital and operating plans already include investment to maintain, upgrade, and replace technology components as needed without requiring any provision of State-owned assets.



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.

Understanding: Contractor shall provide services from 8:00 AM to 5:00 PM CST, Monday through Friday, excluding State holidays.

Response: NET affirms full compliance with NDOL's designated hours of operation and is currently delivering services from **8:00 AM to 5:00 PM CST, Monday through Friday**, excluding State holidays as defined by state law. NET's staffing and service model is intentionally structured around NDOL's operational schedule, with proactive planning to accommodate known peak periods, particularly Monday mornings and days immediately following State holidays.

NET uses a combination of historical trend analysis, real-time call forecasting, and surge staffing to prepare for these high-volume intervals. For example, on **Tuesday, May 27, 2025**, the day following **Memorial Day**, NET successfully handled **423 calls**, maintaining a **99.04% service level**, an **Average Speed to Answer (ASA) of 32 seconds**, and an **abandon rate of only 0.47%**, despite elevated volume. Similarly, on **Monday, April 28, 2025**, the first day opened after being closed a long weekend for **Arbor Day**, NET achieved a **99.37% service level** with a **6-second ASA** across **319 calls**. These outcomes demonstrate NET's ability to forecast and execute peak readiness plans effectively.

NET's Workforce Management and Operations teams work in tandem to pre-schedule supplemental coverage, extend supervisory oversight, and activate support resources ahead of expected spikes. Through this model, NET ensures uninterrupted service delivery, high responsiveness, and consistently exceeds NDOL's SLA thresholds, even during the most demanding periods.

NET has a proven track record of maintaining high service levels and low abandonment rates during these intensified demand windows. Our agile scheduling capabilities and layered support approach ensure that NDOL claimants receive uninterrupted, timely assistance, even during surge conditions. **NET will continue to uphold this level of preparedness and responsiveness throughout the life of the contract.**



b. Any adjustments to service days or hours shall be mutually agreed upon in writing.

Understanding: Adjustments to hours must be mutually agreed upon.

Response: NET acknowledges that any changes to the standard service hours must be mutually agreed upon in writing. NET has a proven track record of responsiveness and adaptability with NDOL and maintains strong communication channels with NDOL's program leads. NET will continue to engage collaboratively and transparently should adjustments to hours be required due to evolving program needs.

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.

Understanding: Contractor must manage all aspects of staffing, including hiring, training, onboarding, payroll, performance, and terminations.

Response: NET is already successfully fulfilling this requirement as part of our current delivery of services to NDOL. Every element of workforce oversight, from hiring and onboarding to payroll, performance management, and terminations, is managed directly by NET's in-house Human Resources and Operations teams with precision and care.

NET's recruitment pipeline is built to attract mission-aligned, community-based talent, and all NDOL-assigned representatives are vetted, trained, and onboarded through a structured, compliance-ready process. Timekeeping and payroll are managed using enterprise platforms with real-time reporting, while individual performance is actively tracked through QA evaluations, coaching plans, and escalation protocols. Terminations, when necessary, follow documented procedures aligned with both labor law and NDOL service expectations.

What sets NET apart is not just compliance, but effectiveness. Our leadership team is embedded within NDOL operations and engages daily in coaching, capacity planning, and performance optimization. These systems have allowed NET to consistently meet NDOL's staffing, quality, and SLA benchmarks, and will continue to drive success under the new contract.

NET will continue to uphold and enhance these processes throughout the term of the new contract to ensure uninterrupted and high-quality service delivery.



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.

Understanding: Contractor must provide English/Spanish bilingual services with at least 10% of representatives fluent in both.

Response: NET currently meets and exceeds NDOL's language access requirements. At all times during business hours, **at least 15%** of NET's Customer Service Representatives assigned to NDOL are **fully bilingual in English and Spanish**, demonstrating proficiency in **reading, writing, and speaking** both languages. This staffing strategy ensures **Spanish-speaking claimants consistently receive accurate, timely, and effective support**. Bilingual staff complete a structured fluency verification process, including oral and written assessments, and are trained in cultural competency to ensure respectful and inclusive interactions. **NET will continue this approach** under the new contract, with plans to maintain bilingual capabilities in alignment with NDOL's evolving claimant demographics and service expectations.

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

Understanding: NET understands that NDOL requires telephonic interpretation support for claimants whose primary language is neither English nor Spanish. This ensures all Nebraskans, regardless of language proficiency, have equitable access to Unemployment Insurance services.

Response: NET partners with a nationally certified language service provider to deliver real-time telephonic interpretation in **over 200 languages**. This capability is **fully integrated into NET's call workflows** and allows representatives to **quickly and efficiently support multilingual claimants** while maintaining service continuity and compliance.

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

Understanding: NET understands that all interpretation-related costs must be clearly defined and included in the official cost proposal submitted to NDOL.

Response: NET has included all interpretation service costs in its submitted cost proposal. These services are offered as part of our **comprehensive support model** and are priced to reflect **full accessibility, compliance, and cost transparency** without requiring additional charges to the State.

Call Center Service Requirements

1. Inbound Call Handling

a. The contractor should handle all inbound calls for NDOL, including:

Understanding: The contractor should handle all inbound calls for NDOL, including: i. Claim inquiries ii. Scheduling callbacks

Response: NET is currently responsible for handling all inbound calls and currently serves as the first-tier contact center for the Nebraska Department of Labor and will continue to provide this service under the new contract. All inbound calls from claimants are routed through NET's trained representatives, who manage the full caller experience from intake to resolution or escalation. NET utilizes a secure, NDOL-approved telephony system with advanced call routing and real-time monitoring to ensure optimal call flow and service level adherence. These capabilities are already active and will continue to support NDOL's objectives under the new contract.

i. Claim inquiries

Response: NET's frontline representatives are currently trained to efficiently resolve unemployment insurance claim inquiries, including questions related to benefit eligibility, payment status, and claim navigation. Representatives follow pre-approved scripts and use NET's internal knowledge base aligned with NDOL guidelines. Supervisors and QA Analysts monitor calls daily to ensure that responses are accurate, empathetic, and compliant with all applicable standards.

ii. Scheduling callbacks

Response: NET currently performs this function as part of its active service to NDOL. When a caller's inquiry cannot be resolved by a NET Customer Service Representative (CSR), or requires subject matter expertise from NDOL staff, the CSR schedules a callback using NET's structured workflow in the Customer Relationship Management (CRM) system. This workflow captures key claimant details, issue classification, and callback rationale.

Callbacks are scheduled within a 1-hour window for the next business day and always within 24 business hours. If no appointments are available within that window, the CSR selects the next earliest available time slot. The representative confirms the selected window with the caller and clearly communicates that NDOL staff will follow up. Callback scheduling is integrated with NEworks and tracked by NET to ensure adherence to service levels and claimant satisfaction. This is not a future implementation, it is an established and proven practice already in place to support NDOL program objectives.



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

Understanding: Contractor will integrate their system with NDOL's phone system.

Response: NET is already fully integrated with NDOL's phone system and has been successfully executing this integration as part of our current service delivery. **Calls are actively routed through NDOL's designated (800) number** using established SIP trunking protocols and session border controllers, allowing for reliable, real-time communication between systems. This setup ensures that callers experience a seamless connection and that all NDOL telephony configurations are preserved. **These integration protocols are in place, tested, and proven,** and will remain fully operational throughout the life of the new contract.

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

Understanding: Contractor shall develop call scripts. All scripts should be approved by the State before being used by the contractor.

Response: NET collaborates closely with NDOL to draft, review, and finalize call scripts used by representatives. NET has established procedures for script creation, version control, and submission to NDOL for approval. **Current call scripts are aligned with NDOL's policy framework and claimant guidance expectations,** and NET will continue this collaborative approach with built-in reviews and revision tracking.

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 NWorks.

Understanding: Contractor shall input name, address, claim number, phone number, mother's maiden name, at a minimum, into the contractor's CRM as well as the NWorks system.

Response: NET is currently responsible for the accurate capture and dual entry of claimant data into both NET's internal CRM and the State's NWorks platform. Representatives are trained on data validation procedures, privacy protocols, and NWorks data standards to ensure **precision and compliance.** NET's QA team conducts weekly audits on data entry accuracy and has a corrective action loop in place for any discrepancies identified. **These procedures will remain in place and continue to be enhanced throughout the term of the new contract.**





3. Interactive Voice Response (IVR) System

a. The IVR shall:

Understanding: 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

Response: NET understands that NDOL requires a **fully functional and compliant IVR system** capable of delivering seamless caller experience, supporting multiple languages, and maintaining real-time operational visibility. NET's IVR infrastructure is **already fully deployed in support of NDOL's UI program** and is designed to meet each of the specified performance and compliance expectations. NET's IVR platform is integrated into our telephony environment, supports dynamic call routing, and is actively monitored by internal IT and Workforce teams. All IVR configurations are developed in coordination with NDOL, tested prior to deployment, and regularly reviewed to ensure they reflect current policy and program requirements.

i. Process calls per NDOL approved scripts

NET's IVR system is configured to follow **pre-approved call flow scripts** provided by NDOL. These scripts guide callers through initial selection options and streamline routing to the appropriate service queue. NET updates IVR scripts in coordination with NDOL policy changes and ensures all modifications are reviewed and approved before deployment.

ii. Offer multi-language support

NET's IVR system already supports both English and Spanish, the two most frequently requested languages among NDOL claimants. Upon contact, callers are presented with clear IVR menu options in both languages, enabling them to navigate the system with ease and confidence. All voice prompts are delivered through professionally recorded scripts that have been reviewed and approved for cultural and linguistic accuracy. To ensure consistency and quality, bilingual Quality Assurance Analysts validate these recordings and periodically audit live interactions for clarity, compliance, and effectiveness.

In addition to built-in English and Spanish support, **NET is fully prepared to continue to meet the needs of claimants who speak other languages.** All NET representatives are trained to engage a certified third-party telephonic interpretation provider that offers real-time access to interpreters in **over 200 languages.** This process is seamless and efficient: the representative remains on the line, facilitates the three-way conversation, and ensures that all claimants, regardless of language, receive accurate and respectful assistance.



**iii. Monitor system performance continuously**

NET's IVR system is equipped with automated performance monitoring tools that deliver alerting capabilities continuously, enabling NET to detect and respond to any irregularities in call flow, latency, or system degradation. These real-time alerts are routed to designated technical and operations personnel for immediate triage and escalation.

In addition to automated monitoring, **NET deploys dedicated Real Time Analysts (RTAs) during all NDOL operational hours.** These RTAs actively oversee live call volume, queue health, representative availability, and IVR performance to ensure system proficiency and adherence to service level targets. RTAs are empowered to make real-time adjustments, escalate technical concerns, and coordinate with Workforce Management and IT to resolve any anomalies before they impact the claimant experience.

The IVR environment is also subject to routine reviews by **NET's Workforce Management and IT teams**, who analyze performance data, optimize call routing logic, and track long-term system trends. Together, these controls ensure **continuous monitoring, rapid response, and consistent operational excellence** for NDOL claimants.

iv. Provide detailed IVR reporting to NDOL.

NET currently provides **comprehensive monthly IVR performance reports** to NDOL that go far beyond standard call routing data. These reports include **call volumes, drop and disconnect rates, menu selection paths, average time spent in the IVR system, and transfer success rates**, all aligned to NDOL's expectations for transparency and operational insight.

In addition, NET has developed a suite of **customized IVR reports** specifically tailored to support NDOL's analysis and continuous improvement efforts. These reports include:

- **IVR Messaging Effectiveness Reports**, which analyze where callers disconnect within the IVR flow, allowing NDOL to evaluate the clarity and impact of automated messages and make adjustments to reduce caller frustration.
- **Repeat Caller Analysis**, which tags and tracks repeat interactions through the IVR to determine where claimants may be encountering confusion, delays, or lack of resolution, helping inform both scripting improvements and representative training priorities.
- **Post-IVR Survey Reporting**, which integrates claimant feedback gathered after navigating the IVR and transferring to a representative, offering insight into the usability and perceived helpfulness of the IVR menus.

These customized reports are reviewed in **monthly performance meetings** and updated based on NDOL feedback. NET's Business Intelligence team remains available to develop additional ad hoc or trend-based IVR reporting as requested, ensuring that NDOL always has the tools and insights necessary to make data-informed decisions about IVR configuration and service delivery.



4. Performance Monitoring

a. NDOL will monitor and review monthly performance

Understanding: NDOL will monitor and review monthly performance.

Response: NET is already actively supporting NDOL's performance oversight through a robust, transparent monitoring framework that includes daily, weekly, monthly, and quarterly reporting. These reporting packages track key operational metrics such as **Average Speed to Answer (ASA)**, **Abandonment Rate**, **First Call Resolution (FCR)**, **Average Handle Time (AHT)**, **Customer Satisfaction**, and **Service Level Achievement**, all aligned directly with NDOL's contractual requirements.

Beyond data delivery, NET takes a proactive, collaborative approach to performance management. We conduct **weekly cross-functional performance meetings** that bring together **Operations Leadership**, **Workforce Management**, and **Quality Assurance** to review real-time performance trends, evaluate root causes of any anomalies, and develop targeted action plans. These meetings serve as a platform for operational alignment and enable us to respond swiftly to changes in call volume, staffing impacts, or quality indicators.

NET's **Quality Assurance program** is embedded into daily operations and includes call monitoring, calibration sessions, and QA scoring tied to KPIs. Performance insights are directly tied to individual coaching plans, led by Supervisors and supported by QA Analysts. Coaching is tailored, ongoing, and focused on both corrective actions and skill development. This model ensures that **performance gaps are addressed immediately**, and that service delivery remains aligned with NDOL standards.

In addition, NET supports NDOL's **monthly performance reviews with executive summaries, commentary on trends, and formal response plans** for any metric variances. Our **data-driven, team-based approach** has enabled NET to consistently meet or exceed NDOL's service expectations, and we are fully committed to maintaining this standard under the new contract.

b. Monthly assessment of staffing and phone line adequacy with adjustments made at the Contractor's expense to meet performance standards.

Understanding: Monthly assessment of staffing and phone line adequacy with adjustments made at the Contractor's expense to meet performance standards.

Response: NET is already performing monthly assessments and continuously adjusting staffing and infrastructure to ensure full compliance with NDOL's performance standards. In practice, NET goes beyond monthly assessments by conducting **weekly staffing meetings with cross-functional stakeholders**, including **Workforce Management (WFM)**, **Operations**, and **QA**. During these meetings, NET reviews current performance data, upcoming volume trends, and representative-level metrics to proactively identify resourcing needs.



NET's **WFM team forecasts call volume and staffing requirements weekly**, leveraging real-time call trends, historical data, and input from NDOL. Adjustments are made immediately if performance trends suggest potential SLA risks, including representatives schedule rebalancing, supervisor floor support allocation, or standby representative activation. These changes are made **at NET's expense**, without burdening the State.

NET also evaluates **telephony infrastructure on an ongoing basis**, ensuring routing performance, call quality, and network redundancy remain optimized to handle volume fluctuations. These reviews are documented and included in monthly operational reporting to NDOL.

NET's **proactive, data-driven approach, combined with full financial accountability for resourcing**, has enabled us to consistently meet and exceed NDOL's expectations, and we will continue to uphold that standard throughout the new contract term.

c. Any missed standards may lead to penalties and corrective measures

Understanding: Any missed standards may lead to penalties and corrective measures.

Response: NET **fully acknowledges and accepts this requirement**. NET is committed to consistently meeting, and frequently exceeding, all contractual performance standards. We have built a strong and trusted reputation with NDOL by delivering sustained service excellence and maintaining superior operational consistency.

To reinforce accountability, **NET upholds a formal Quality Assurance Action Plan**, which outlines corrective pathways, real-time escalation protocols, and performance recovery strategies. This plan is actively managed by NET's leadership and Quality Assurance teams and includes structured call monitoring, representatives coaching, and workforce optimization strategies designed to identify and resolve any issues before they escalate into service failures.

Importantly, in NET's 10-year operating history, we have never faced any penalties or required corrective measures under any contract or partnership. This record reflects our organizational discipline, performance management systems, and our proactive culture of continuous improvement.

In our work with NDOL specifically, **NET has consistently met all contractual KPIs and service expectations.** We will continue leveraging these proven systems, and if corrective action were ever required, NET would take full responsibility and implement immediate resolution measures at no cost to the State.

Please see Attachment 1 – "NET Quality Assurance Action Plan" for a sample of our performance management protocol.



5. Staffing and Training Requirements

a. Staffing Requirements

i. Adjust staff levels to meet projected call volumes:

Understanding: NET understands that NDOL expects the contractor to maintain staffing flexibility by adjusting personnel levels, across all critical roles, based on call volume forecasts and program needs, including during seasonal fluctuations.

Response: NET is already executing this requirement and has a proven track record of successfully scaling resources to meet NDOL's operational demands. Using real-time reporting, historical trend analysis, and forecasting tools, NET proactively adjusts staffing levels across all functional roles to ensure consistent coverage and responsiveness.

This includes pre-scheduling surge support, activating split shifts, extending supervisor coverage, and deploying additional representatives during volume spikes. NET's Workforce Management team collaborates with operations leadership to anticipate needs and implement staffing strategies that preserve service level performance.

This approach has allowed NET to maintain high service levels, low abandonment rates, and minimal Average Speed to Answer (ASA) even during historically high-volume periods for NDOL. NET will continue to execute this agile staffing model throughout the life of the contract.

a) Account Manager

NET's current Customer Success Manager, Vanessa Spencer, has been assigned to the NDOL program since its implementation and will continue in this role throughout the life of the contract. This individual ensures contract compliance, oversees escalations, manages key performance metrics, and maintains strategic communication with NDOL leadership.

b) Supervisor

NET's Account Supervisor assigned to NDOL, Jorden Myers, is already managing the day-to-day operations of the program providing real-time guidance to frontline staff, oversee scheduling adherence, manage escalations, and ensure SLA compliance. Jorden successfully completed NET's registered Supervisor Apprentice Program, through which she gained structured training and practical experience in contact center leadership, performance management, and team development. NET's Supervisor is well-versed in NDOL protocols and will remain dedicated to the program throughout the life of the contract.

c) Quality Assurance Analyst

NET's Quality Assurance Analyst, Stephanie Basurto, supporting NDOL has been trained specifically on UI policy, NDOL scripting, and compliance metrics. They conduct **daily call evaluations**, **flag coaching opportunities**, and **facilitate feedback loops** with representatives and Supervisors to reinforce high-quality claimant interactions. These **same QA staff will continue to support the program without disruption**.

d) Call Center Agents

NET's NDOL program is already staffed with trained, tenured representatives who are proficient in **handling claimant inquiries**, **navigating NEworks**, **following NDOL-approved scripts**, and **documenting interactions in CRM systems**. These representatives are experienced, performance-tested, and will remain in place to ensure immediate continuity and service excellence.

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.

Understanding: NDOL requires a single, accountable leader with government call center expertise to serve as the main liaison for all aspects of program oversight and communication.

Response: As the current service provider for the Nebraska Department of Labor, NET has an established **leadership and quality assurance structure** in place that fully aligns with the requirements outlined in this RFP.

NET's dedicated contact for all program-related matters is Patrick Sanders, Director of Customer Success, who has overseen the NDOL project since its inception. Patrick brings **extensive experience managing large-scale government call center operations**, including programs for the **Centers for Medicare & Medicaid Services (CMS)** and the **Nebraska Department of Health and Human Services (DHHS)**, with **over three years of direct experience supporting complex government contracts**. He leads all aspects of operational oversight, strategic planning, and stakeholder engagement for the NDOL program, ensuring consistent service delivery, performance compliance, and client satisfaction.

Supporting Patrick is Vanessa Spencer, Customer Success Manager, who serves as the **secondary point of contact**. Vanessa oversees **client communications**, **performance monitoring**, and **continuous improvement initiatives**. Also supporting Patrick is Deon Wells, a seasoned operational leader focused on driving day-to-day excellence across functions. Deon plays an active role in **identifying performance trends**, **streamlining workflows**, and **implementing tactical solutions** to optimize service delivery and ensure that NET consistently exceeds NDOL's expectations.



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

Understanding: NDOL expects a Supervisor and QA Analyst to be physically onsite during all operating hours to ensure service quality, immediate response capability, and real-time issue management.

Response: NET meets and exceeds this requirement through a dedicated supervisory and quality assurance structure that is fully embedded in daily operations at our Omaha, Nebraska facility.

Jorden Myers, NET's dedicated Account Supervisor, started on the NDOL program in 2020, bringing **years of direct experience** and a deep understanding of NDOL's service expectations, claimant interactions, and operational workflows. Jorden is a graduate of NET's **Registered Supervisor Apprenticeship Program**, where she developed formal leadership capabilities in coaching, performance management, and compliance oversight. Her role includes **day-to-day staff supervision, schedule adherence, issue resolution, and frontline engagement** to ensure real-time alignment with performance metrics.

In partnership with Jorden, NET maintains a **full-time, onsite Quality Assurance (QA) Analyst** who actively monitors live and recorded interactions throughout the day. This individual is specifically trained on **NDOL's policies, scripting standards, and compliance protocols**, and is responsible for conducting **QA evaluations, documenting performance insights, and coordinating coaching sessions** with supervisors.

Vanessa Spencer (Customer Success Manager), Jorden Myers (Supervisor), and Stephanie Basurto (QA Analyst) are all physically onsite during NDOL's designated operating hours of 8:00 AM to 5:00 PM. This structure ensures continuous leadership presence, **real-time service oversight, and immediate responsiveness** to operational or client-related needs.

Together, this tri-level leadership model provides the Nebraska Department of Labor with **end-to-end accountability, consistent quality assurance, and uninterrupted program continuity** throughout the life of the contract.



**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.

Understanding: NDOL provides initial training and materials for up to two weeks via “Train the Trainer.”

Response: NET has successfully completed NDOL’s “Train the Trainer” program and fully integrated the NDOL-provided materials into our **Learning Management System (LMS)** to support standardization, scalability, and consistency across all training initiatives. This foundational training equips NET’s internal training team, supervisors, and operations leadership with the necessary subject matter expertise to effectively onboard new hires and deliver continuous education.

To ensure knowledge retention and alignment with NDOL priorities, NET conducts **QA-led and Operations-led reviews** of the training curriculum at regular intervals. These sessions include detailed evaluation of training materials against recent policy updates, real-world call trends, and identified quality gaps. NET also leverages **call interaction data, QA trends, and representative feedback** to continuously refine training content to ensure it is relevant, actionable, and reflective of the top contact drivers.

Our **training methodology** includes:

- A **blended adult learning approach** combining instructor-led sessions, guided walkthroughs, system navigation exercises, and interactive scenario-based training.
- Daily knowledge checks and post-module assessments to evaluate comprehension and identify areas for individual coaching.
- Immediate nesting after training with side-by-side floor support to reinforce key concepts and allow for real-time correction and confidence building.

NDOL training content is treated as **living documentation**, and all updates are coordinated with NDOL stakeholders, then translated into our LMS and training guides. These materials are version-controlled and consistently audited by our QA and Training teams to ensure accuracy and relevance.





b) Training support: NDOL will make itself available for a mutually agreed-upon period to assist with the training process and ensure proper implementation.

Understanding: NET understands that NDOL plays a critical role in the successful implementation of the training program by providing subject matter expertise, clarification on policy nuances, and ongoing support during the initial and refresher training phases.

Response: NET maintains a collaborative training partnership with NDOL to ensure that training implementation and reinforcement are accurate, effective, and aligned with current policy and operational priorities. During both initial onboarding and refresher training, NET engages NDOL for clarification on complex or evolving topics, ensuring consistent interpretation and application across all staff.

NET and NDOL participate in **routine client calibrations**, during which both parties review call interactions, discuss emerging themes, and align on training gaps and updates. These calibrations are attended by QA, Training, and Operations leaders and often inform changes to the training curriculum, quick reference materials, and coaching guides.

Additionally, NET's **Training and QA teams jointly own the feedback loop** between NDOL, frontline staff, and internal leadership. This ensures that training materials are not only comprehensive at launch, but are continually updated to reflect new policies, claimant trends, and systemic changes. NDOL-provided feedback is captured, evaluated, and promptly incorporated into relevant training content.





c) The Agency will update the Contractor on an as needed basis concerning policy updates.

Understanding: NDOL updates the contractor as needed.

Response: NET currently receives, tracks, and implements NDOL policy and procedural updates on an ongoing basis as part of our established operations. To formalize and ensure structured handling of these updates, NET utilizes a **Change Order Process**, which provides a standardized mechanism for documenting, approving, and deploying any NDOL-issued modifications.

Each change order is reviewed by **Operations Leadership, Workforce Management, Training, and Quality Assurance** to assess impact and assign appropriate action items. Approved updates are then integrated into NET's **Learning Management System (LMS)**, internal reference materials, and live training modules, ensuring frontline representatives have immediate access to the most current guidance.

To complement this structure, **NET also maintains detailed Program Summary Logs**, which capture a historical record of all updates, changes, and enhancements made to the NDOL program from its inception. This log serves as a full lifecycle summary and provides NDOL and NET leadership with a centralized, time-stamped reference of every operational or policy-related change, ensuring total transparency and continuity over time.

In addition, NET maintains **version control on all knowledge assets** and requires staff acknowledgment through LMS sign-offs, ensuring full alignment, policy compliance, and audit-readiness. This structured and responsive process guarantees that NDOL updates are accurately captured, consistently communicated, and promptly implemented to uphold service quality and program integrity.





d) The Agency will provide current desk reference guide material and other reference information as needed and as available.

Understanding: NDOL provides reference guides.

Response: NET incorporates NDOL-provided desk reference materials into a centralized **Knowledge Management System (KMS)** and integrates this content directly into representative workflows. These materials are used across training manuals, live call tools, and performance coaching documentation.

To ensure consistency and accuracy:

- NET implements **version control protocols** to track all updates and ensure representatives only access the most current documents.
- Reference guides are regularly reviewed as part of **QA and Training joint sessions** to assess whether updates are needed based on live call monitoring trends and policy shifts.
- NET's **client calibration sessions** often identify opportunities to revise or expand reference content, which are addressed in coordination with NDOL.
- Updates are pushed through our LMS and internal alert systems with required representative acknowledgment, ensuring changes are both seen and understood.

NET's approach guarantees that all NDOL-issued materials are operationalized in a way that drives high-quality service, accuracy, and compliance at every touchpoint.



**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.

Understanding: NET must follow all NDOL-approved procedures provided through “Train the Trainer.”

Response: NET fully adheres to NDOL’s procedural expectations as delivered through the “Train the Trainer” method, both at contract launch and when new processes are introduced. During these sessions, NET engages in **collaborative training development** with NDOL subject matter experts to mirror the State’s procedures, tone, and service philosophy. This ensures that training not only covers the required content but also reflects NDOL’s values, claimant approach, and communication standards.

Our **instructional design team**, QA, and Operations leaders participate in these sessions to capture process nuances, translate policies into actionable behaviors, and build job aids, reference materials, and LMS modules directly aligned with NDOL expectations.

Following “Train the Trainer” sessions, NET develops and deploys **role-specific learning paths** for trainers, supervisors, and representatives. These include scenario-based learning, scripting compliance, system navigation, and claimant interaction modeling. Training effectiveness is tracked through pre- and post-assessments, call simulations, and instructor observations.

Training content is consistently reviewed and calibrated through NET’s internal **QA-Training-Operations alignment meetings** and in **client calibration sessions** to ensure all procedural changes are reflected accurately and without delay.

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.

Understanding: NET bears all training costs unless otherwise authorized.

Response: NET assumes full financial responsibility for all new hire training, refresher courses, materials, and trainer staffing unless explicitly agreed upon in writing by NDOL.





c) Ongoing training is the Contractor's responsibility for all new hires in addition to refresher training for all staff.

Understanding: NET provides ongoing, new hire, and refresher training.

Response: NET maintains a **comprehensive training program** that supports the full lifecycle of learning, from onboarding through tenure. Our ongoing training model includes:

- **New Hire Training:** Structured, instructor-led sessions delivered by certified trainers, supplemented with interactive system walkthroughs, NDOL scripting exercises, and job simulations. New hires complete assessments, participate in roleplay, and enter a nesting period where they receive real-time support and feedback before going live.
- **Refresher Training:** Conducted on a rolling basis, tied directly to emerging policy updates, performance metrics, and QA findings. These sessions are scheduled proactively or on-demand when individual, team-wide, or systemic needs are identified. Topics range from process changes to soft skills, documentation standards, and compliance reinforcement.
- **Performance-Driven Training:** QA Analysts work in tandem with Supervisors to identify coaching trends and training gaps. This data is shared with the Training team to drive targeted micro-trainings or coaching clinics that address specific needs.
- **Training Review Cycles:** Training materials are reviewed quarterly in joint QA/Training/Operations sessions. This ensures that training content remains aligned with current NDOL standards and call center realities. Any procedural updates provided by NDOL are formally documented, versioned, and implemented across all training artifacts and knowledge systems.
- **LMS Integration and Tracking:** All NDOL training is deployed through NET's Learning Management System (LMS), which tracks employee participation, performance, and recertification schedules. Training completion is mandatory and monitored by HR and Operations to ensure 100% compliance.

Through this multi-tiered, performance-aligned approach, NET ensures that all representatives remain proficient, compliant, and ready to deliver consistent, high-quality service in line with NDOL expectations.





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.**

Understanding: NDOL expects the contractor to develop, conduct, and maintain a comprehensive and continuous training program that equips representatives with the necessary knowledge and tools to effectively perform all duties required by the State.

Response: NET has established and continues to deliver a **comprehensive, multi-phase training program** specifically tailored to the NDOL project. This program is strategically designed to equip representatives with the knowledge, technical skills, and behavioral competencies required to support claimants effectively. The curriculum is built on a layered approach that includes:

- **Foundational training** via classroom instruction, simulations, and system navigation exercises.
- **Scenario-based modules** addressing common and complex claim issues, policy applications, and scripting compliance.
- **Live case observation**, allowing trainees to shadow tenured representatives and receive real-time commentary from trainers.
- **Nesting support**, where representatives transition from training to production with direct, side-by-side coaching from certified leads.

This program is **managed through NET's secure Learning Management System (LMS)**, which supports version control, user tracking, mandatory certifications, and reporting. The LMS allows for **rapid deployment of content updates**, ensuring staff are always aligned with the most recent guidance.

NET's approach has resulted in **high first-call resolution rates, strong customer satisfaction metrics, and quality assurance scores that consistently exceed 95%**. The program is scalable and adaptable, supporting onboarding, cross-training, and surge readiness in direct response to NDOL's operational needs.





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.

Understanding: All representatives must be fully trained in Federal, State, and Local policies, procedures, and NDOL operations, with training materials approved or agreed upon by the State.

Response: NET ensures strict compliance with all applicable Federal, State, and NDOL-specific regulations by incorporating policy content into the core training curriculum and reinforcement cycle. NET's training team:

- **Works directly with NDOL stakeholders** to review and validate all material prior to deployment.
- Conducts **joint calibration sessions** between QA, Training, and NDOL to ensure content alignment and reinforce policy understanding.
- Embeds updates into the LMS and pushes mandatory completions for all affected staff.
- Verifies policy comprehension through **scenario-based assessments** and knowledge checks integrated into representative certification requirements.

As a result, NET maintains a **highly compliant representative workforce** that can navigate regulatory complexities while meeting service level objectives.

c) Develop and update training manuals and training records for the State Agency's review and approval.

Understanding: The contractor must create and maintain training manuals and documentation for State review and approval.

Response: NET's training documentation is maintained through a **formal version control system**, supported by a quarterly review process conducted jointly by Training, Quality Assurance, and Operational leadership. NET:

- Produces **comprehensive, role-based training manuals** covering NDOL systems, procedures, call handling, and documentation protocols.
- Ensures that every manual, SOP, and quick reference guide is **versioned, tracked, and tagged for revision history**.
- Submits updated materials to NDOL for review and approval on a rolling basis or immediately following procedural changes.

All materials are available digitally through NET's **training SharePoint repository and LMS**, ensuring real-time access and transparency for NDOL staff.





d) Provide copies of all training materials to the State Agency on an ongoing basis.

Understanding: The contractor must furnish the State with copies of all training materials on an ongoing basis.

Response: NET provides NDOL with **comprehensive access to all training materials**, including full curriculums, slide decks, manuals, assessments, and coaching templates. NET maintains an **open access** for NDOL reviewers and also delivers updated content via secure email or SharePoint submission as changes occur when requested.

Materials are shared:

- At program launch and upon onboarding cohorts.
- Following any update due to policy, scripting, or operational changes.
- In response to ad hoc NDOL requests.

This practice promotes **ongoing collaboration, transparency, and real-time alignment** with NDOL expectations.

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.

Understanding: The contractor is required to implement a recurring training cycle, including refreshers, and provide a dedicated onsite trainer whose sessions may be monitored by the State.

Response: NET has established a **formal training calendar** supported by a full-time trainer who manages all NDOL-related training delivery. The schedule includes:

- **Initial onboarding** for all new hires.
- **Quarterly refresher training** targeting known risk areas, updated policies, and QA-identified trends.
- **Ad hoc sessions** launched in response to NDOL updates or performance insights.
- **Monthly knowledge checks** and mini-learning modules deployed through the LMS.

All training sessions are conducted onsite, and NDOL is welcome to **monitor, participate in, or review any session** to ensure transparency and consistency.



**iv. Training including but not be limited to:**

Understanding: NET acknowledges NDOL's expectation that all representatives must be thoroughly trained across a wide range of interpersonal, technical, and program-specific competencies to ensure high-quality claimant support. NET understands that this training must be both comprehensive and continuous to maintain service integrity and uphold the standards set forth by NDOL.

Response: NET's training program is deeply integrated with our Quality Assurance (QA) and Operations functions to ensure that training is not a one-time event, but an **ongoing cycle of development, reinforcement, and improvement**. All modules below are embedded in our Learning Management System (LMS) and reviewed in collaboration with NDOL through **calibration sessions, QA insights, and performance trends**. Our training framework includes:

a) Sensitivity awareness training

Response: NET delivers structured Cultural Awareness and Sensitivity Training that equips representatives to serve claimants with empathy, respect, and without bias. Our content covers:

- Unconscious bias training
- Avoiding assumptions and recognizing stereotypes
- Identifying emotional cues and demonstrating cultural intelligence

This module is reinforced through **refresher workshops, supervisor one-on-ones, and live coaching tied to QA trends**.

b) Projecting positive and helpful attitude

Response: NET trains representatives to embody a service-oriented mindset through workshops that emphasize:

- Tone awareness
- Empathetic phrasing
- Customer-first language

Supervisors reinforce these principles through **live call evaluations, QA coaching sessions, and monthly refresher training focused on attitude and professionalism**.





c) Conflict resolution

Response: All representatives are equipped with **advanced de-escalation techniques** to manage heightened emotions, diffuse conflict, and transition conversations to productive outcomes. Role-play, call reviews, and targeted coaching are used to **strengthen their emotional resilience and conversational control**.

d) Communicating with confidence and competence

Response: Through guided scripting, structured call flows, and situational exercises, NET representatives are trained to:

- Speak with clarity
- Convey authority on complex policy matters
- Demonstrate confidence even during escalated or high-pressure interactions

Our trainers evaluate and coach these skills during **mock call assessments, QA calibration, and floor-level observation**.

e) Adhere to confidentiality policies and procedures

Response: NET maintains strict adherence to confidentiality protocols, including:

- HIPAA compliance
- PII safeguarding procedures
- NDOL-specific data handling standards

Additionally, all NET employees assigned to the NDOL program are required to sign a comprehensive Non-Disclosure Agreement (NDA) as part of their onboarding process. This NDA reinforces the critical importance of confidentiality and legally binds each employee to uphold the highest standards of data security and privacy.

f) Customer Service Enhancement.

Response: NET continuously refines our customer service standards through:

- Monthly performance huddles
- Behavior-based coaching
- Script reinforcement strategies

Our training promotes **consistency, clarity, and proactive issue resolution**, ensuring every claimant receives an experience marked by care and accuracy.





g) Product knowledge

Response: Representatives undergo rigorous instruction on:

- UI program policies
- Eligibility criteria
- Appeals processes and documentation standards

This knowledge is continually refreshed in **policy update sessions, knowledge assessments, and LMS modules tied to call quality indicators.**

h) System use

Response: Hands-on training is provided for all platforms used in NDOL operations, including **NEworks and NET's CRM**, with emphasis on:

- Efficient navigation
- Secure data entry
- Accurate disposition and case logging

Representatives receive **refresher courses as updates to UI systems occur** and are tested on their proficiency post-training.

i) Script familiarity

Response: All staff are trained to utilize NDOL-approved scripts with flexibility, ensuring:

- Compliance
- Conversational fluency
- Personalization without deviation from policy

Regular **script audits, QA scoring, and shadowing** reinforce appropriate usage and identify coaching opportunities.





j) Customer service enhancements

Response: NET delivers an elevated customer service experience by embedding enhancement strategies into every level of training, operations, and quality oversight. Beyond foundational service skills, NET focuses on **emotional intelligence, proactive problem-solving, and situational adaptability** to ensure interactions are both effective and empathetic.

Key components of our customer service enhancement approach include:

- **Advanced Emotional Cues Training:** Representatives are trained to recognize verbal and tonal cues that indicate stress, confusion, or frustration. This enables them to respond with tailored empathy and supportive language to defuse tension and foster trust.
- **Empathy-First Coaching:** NET embeds empathy as a measurable performance factor. Our QA team evaluates interactions not only for compliance but also for warmth, tone, and personalized service delivery, reinforcing a human-centered approach.
- **Proactive Communication Techniques:** Representative are trained to anticipate claimant needs, clarify expectations, and provide next-step guidance without prompting, reducing call backs and increasing claimant confidence.
- **Consistency through Coaching:** Monthly coaching sessions based on QA insights and real-time observations ensure representatives are aligned with NDOL's service standards while continuously improving on soft skills and resolution techniques.
- **Tailored Feedback Loops:** Through post-call QA reviews, calibration sessions with NDOL, and representative self-evaluations, we identify and reinforce high-impact service behaviors. Trends from these sessions directly inform updates to training content and performance management.

These enhancements are not static. NET's service quality team conducts monthly service effectiveness reviews to identify improvement opportunities and deploy targeted training modules accordingly. Through this structured and proactive approach, NET ensures that customer service is not only compliant, but also compassionate, consistent, and continuously evolving.





k) Sensitivity and confidentiality training

Response: As part of our onboarding and refresher series, NET conducts dedicated sessions that combine:

- Cultural awareness
- Confidentiality protocols
- Real-world empathy training modules to promote inclusive, bias-free communication.

Reinforcement occurs through:

- QA-driven coaching
- Monthly diversity-focused development sessions
- Annual policy re-certification requirements

l) Role-play

Response: Interactive, scenario-based role-play is a cornerstone of NET's instructional design. Training simulations replicate:

- Common claimant inquiries
- Escalation scenarios
- Emotionally sensitive conversations

Supervisors and trainers utilize role-play to assess skill acquisition and readiness before any representative enters the production environment.

c. Training Locations

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

Understanding: Training may occur onsite or virtually with approved software.

Response: NET delivers all internal NDOL training sessions in person at our Omaha office in a designated training facility to ensure full engagement, direct supervision, and hands-on instruction. This in-person format reinforces comprehension, consistency, and immediate feedback throughout the training process. Virtual training is only utilized when NDOL personnel are unable to be onsite and must participate remotely. In those limited cases, NDOL-approved virtual platforms are used with strict protocols for participation tracking and trainer oversight to maintain training quality.



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:

Understanding: NET understands that NDOL requires a real-time, transparent reporting dashboard that provides immediate visibility into call center KPIs. This tool must support daily operational oversight and facilitate performance evaluation.

Response: NET currently utilizes a real-time performance dashboard located within our telephony system. This dashboard is actively used by NET leaders to monitor live call traffic, service levels, and key metrics. The dashboard is updated continuously and structured to highlight both operational data and strategic performance indicators for decision-making and rapid response. **This system is already in place and supporting NDOL operations** behind the scenes. NET is fully prepared to extend secure access to NDOL leadership, enabling direct visibility into real-time performance data.

i. **Call Statistics Reports: Detail and summary reports, aggregated and detailed data for calls received, abandoned, answered, resolved, etc.**

Response: NET currently produces and delivers comprehensive Call Statistics Reports to NDOL on a **daily, weekly, and monthly basis**, capturing both detail-level and aggregated insights. These reports track critical metrics such as total calls received, answered, abandoned, resolved, and transferred, along with associated AHT, ASA, abandonment rates, and call outcomes.

Data is pulled from multiple integrated systems, including NET's Automatic Call Distributor (ACD), CRM, and QA platforms, and validated for consistency and accuracy. Each report is accompanied by **interpretive analysis** from our **Business Intelligence team**, who contextualize performance trends, flag emerging patterns, and identify root causes of service fluctuations.

NET uses these insights to drive **strategic and operational decision-making**, such as adjusting staffing allocations, refining representative coaching priorities, or recalibrating scripts and workflows. This intelligence is also shared with NDOL stakeholders through narrative summaries and performance commentary, providing a clear picture of call center health and guiding future planning.

By delivering not just data, but **actionable insight**, NET ensures that both our team and NDOL leadership are empowered to make informed, timely decisions that maintain service quality and align with program goals. These reports are foundational to our shared commitment to transparency, accountability, and continuous performance improvement.



ii. Interval Reports: Ability to filter and sort reports by specific intervals such as hourly, daily, weekly, etc.

Response: NET's reporting infrastructure offers advanced interval-based analytics that support filtering by **hour, day, week, or any custom timeframe**. These reports are not just available, they are used actively within NET's operational playbook to pinpoint surge patterns, monitor staffing effectiveness by shift, and align resource planning with NDOL's real-world demand curves.

For example, hourly interval reports help identify when claimant wait times begin to creep upward, prompting proactive adjustments by our Real-Time Analysts (RTAs). Daily interval trends drive our coaching schedules, WFM forecasts, and escalation tracking. These reports are fully configurable and delivered in formats tailored for NDOL's operational and executive review, giving the State full visibility into contact center dynamics at every level.

iii. Real-Time Call Volume: A live feed showing the current call volume and any fluctuations in real time.

Response: NET actively monitors real-time call volume through live dashboards powered by our ACD platform. These dashboards display critical indicators including current queue depth, call arrival rates, wait times, available representative status, and overflow thresholds.

NET's **Real-Time Analysts (RTAs)** monitor this feed continuously during NDOL operating hours, enabling them to make live adjustments to representative allocations, break schedules, and escalation paths. The system is configured to alert operations and leadership when thresholds are nearing risk, triggering interventions before SLA degradation occurs.

This live call intelligence is not siloed; it's a shared resource. NET has already extended secure dashboard access to NDOL leadership, ensuring the same real-time data used by NET to manage operations is available to NDOL to observe, validate, and engage in decision-making.





iv. Service Level Compliance: Monitoring adherence to agreed-upon service levels (e.g., response time, abandonment rates).

Response: NET currently monitors service level compliance in **real time and across multiple performance layers**. SLA metrics, including Average Speed to Answer (ASA), percentage of calls answered within threshold, abandonment rate, and callback adherence, are tracked minute-by-minute through automated dashboards.

Alerts are triggered when performance begins to trend below thresholds, allowing RTAs and Supervisors to intervene immediately by reprioritizing queues, activating auxiliary staff, or adjusting routing strategies. These proactive steps are documented and discussed during our **weekly cross-functional performance meetings** between Workforce Management, QA, and Operations.

Compliance reports are delivered to NDOL daily and reviewed in monthly performance meetings, accompanied by detailed commentary, corrective actions (if any), and trend projections. NET's SLA monitoring goes beyond tracking; we use it as a **real-time management tool and a long-range planning driver**.

v. Agent Performance: Metrics on agent effectiveness, including call handling time, resolution rates, and customer satisfaction scores.

Response: NET tracks representatives' performance through an integrated system of QA evaluations, ACD metrics, and **real-time and post-call analytics**, capturing both individual efficiency and service quality. Key metrics include AHT, adherence, First Call Resolution, QA scoring, and live customer satisfaction survey results.

This data fuels NET's **representative coaching model**, which blends scheduled 1:1 session, targeted skill refreshers, and real-time feedback based on call monitoring and trend deviations. Representatives are evaluated not just on productivity, but on compliance with NDOL policies, use of approved scripting, and claimant satisfaction outcomes.

Performance results are presented in **Monthly Operational Reports** that can be shared with NDOL, including individual and team benchmarks, improvement plans, and recognition of high performers. NET's performance framework ensures NDOL always has a clear view of how well its claimants are being served, and how individual representative actions contribute to program outcomes.





vi. **Call Categories:** Detailed breakdowns of call categories, including volumes, common issues, and customer feedback.

Response: NET categorizes every interaction using customized CRM tags that align with NDOL's most frequent inquiry types, such as **benefit status, eligibility questions, technical issues, documentation needs, or callback requests**. These categories are defined collaboratively with NDOL and refined based on evolving trends or policy changes.

Categorized data is analyzed monthly to surface **emerging service issues, training opportunities, and scripting adjustments**. For example, a spike in calls about a particular benefit code might trigger an internal knowledge base update or targeted refresher training.

In addition, **claimant feedback from post-call surveys is mapped to call categories**, helping to validate whether resolution was achieved, if the script was clear, and whether the representative experience aligned with expectations. These insights are built into NDOL's monthly reports to support program decisions, process improvements, and continuous quality refinement.

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

Understanding: NDOL expects flexible reporting that aligns with strategic program insights and operational needs.

Response: NET currently provides NDOL with a **comprehensive suite of reporting tools and outputs** that fully align with expectations. Our reporting infrastructure is designed to ensure transparency, accountability, and data-driven decision-making at all levels of the agency.

Real-Time and Online Reporting

NET delivers a **secure, real-time dashboard** through our ACD platform, which has been made accessible to NDOL leadership and operational stakeholders. This dashboard offers:

- **Real-time visibility** into call volume, queue status, wait times, and service level attainment
- **High-level representatives' performance insights**
- **Live data** to support timely staffing and operational adjustments

This online dashboard provides an at-a-glance operational overview and is already being leveraged by NET to support daily decision-making and performance oversight.





Scheduled and Interval-Based Reports

In addition to the real-time dashboard, NET provides a full array of **scheduled and interval-based reports**. These reports are delivered at daily, weekly, monthly, and quarterly intervals depending on the use case and NDOL's preference. Each report is fully customizable to align with the agency's evolving requirements. Current reporting includes, but is not limited to:

- Call volume trends and forecasting
- Service level adherence and ASA performance
- Abandonment and callback rates
- Representative-level performance metrics
- Call disposition and categorization
- Quality assurance scores and post-call survey results

These reports are delivered in accessible formats and can be customized to be filtered by time interval, representative group, inquiry type, or SLA category to provide insights across operational, tactical, and strategic dimensions.

Customizable and Ad Hoc Reporting Capabilities

NET understands that NDOL's reporting needs are not static. In support of that, we offer **robust ad hoc reporting functionality** through our business intelligence tools. NDOL can request targeted reports on-demand, filtered and segmented by:

- Representative performance
- Inquiry or disposition type
- Customer satisfaction results
- SLA metrics
- Geographic region
- Call outcome or resolution status

These reports can be formatted and styled for **executive-level briefings, mid-management dashboards, or detailed operational analysis**, ensuring that each stakeholder group receives information that is timely, relevant, and actionable.

Data Trend Analysis and Strategic Alignment

NET proactively partners with NDOL to identify emerging trends and ensure that reporting drives meaningful insights. This includes:

- **Trend-based analysis** of key performance indicators to identify areas for improvement
- **Quarter-over-quarter comparisons** to track program evolution
- **Custom views and dashboards** tailored to leadership priorities or policy initiatives





We routinely adjust and enhance reporting output based on NDOL's feedback, incorporating updated KPIs, shifting policy priorities, or technical adjustments in data collection systems.

Accessibility and Collaboration

All reports and dashboards are shared via secure platforms with access controls managed in accordance with NDOL's data governance protocols. NET maintains open communication with NDOL program managers, analysts, and executives to ensure reports are interpreted effectively and that data insights are tied back to program goals.

Conclusion

NET's current reporting infrastructure not only satisfies the requirements outlined in this RFP but also represents a mature, flexible, and collaborative reporting environment. Our tools offer NDOL full visibility into both tactical performance and strategic trends, through real-time dashboards, interval reporting, and ad hoc custom reports, ensuring continued alignment with agency priorities, operational needs, and service excellence expectations.

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.

Understanding: NDOL requires on-demand access to special reports as program needs evolve.

Response: NET currently provides ad hoc reporting to the NDOL as a core component of our ongoing partnership. These reports are routinely developed in response to operational shifts, policy changes, and executive inquiries. Our established processes ensure responsiveness, accuracy, and collaboration at every stage of delivery.

NET's dedicated reporting team, including a **Business Analyst specifically assigned to the NDOL program**, works directly with NDOL stakeholders to scope ad hoc report requests, define key parameters (such as date range, population, performance filters, and issue category), and establish the delivery timeline by mutual agreement. All ad hoc reports are subjected to internal data validation and quality control checks to ensure consistency with historical reporting and integrity of analysis.

Current Examples of Ad Hoc Reporting Provided to NDOL Include:

- **Call volume comparisons** during program changes or surge events
- **Trend analysis** by inquiry type or issue category to support internal planning
- **Callback completion rates and customer satisfaction correlations**
- **Queue time breakdowns** by time of day or language selection

These reports are typically turned around within 24–72 hours depending on complexity and often include contextual commentary or narrative summaries to assist NDOL in stakeholder communication or presentation of findings.





NET is committed to transparency, flexibility, and partnership. As NDOL's program needs to evolve, we remain fully prepared to adjust reporting parameters, incorporate new KPIs, and create one-time or recurring ad hoc reports to ensure the State has the insights it needs, when it needs them.

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.

Understanding: NET understands that in the event of any service disruption, immediate notification to the NDOL point of contact is required. NDOL must be informed without delay, along with a clearly defined resolution plan and estimated timeline to restore service. This requirement ensures transparency, mitigates operational risk, and maintains continuity of claimant support services.

Response: NET acknowledges and fully understands the requirement to immediately notify the designated NDOL point of contact in the event of any service disruption. **We are committed to prompt and transparent communication**, including the provision of a clearly defined resolution plan and estimated timeline for service restoration.

NET follows a **proactive incident response protocol**, which includes rapid triage, root cause analysis, and structured internal escalation, monitored by our IT, Workforce Management, and Operations teams. To ensure continuity of services and avoid system interruptions, NET has implemented robust infrastructure safeguards:

- A **commercial-grade backup generator** is installed onsite at our Omaha facility to automatically provide power during outages. This ensures the NDOL program remains fully operational, even in the event of a local utility failure.
- **Every agent workstation is equipped with an Uninterruptible Power Supply (UPS)**, which provides immediate short-term power and system protection, preventing disruptions during a switch to generator power or other electrical anomalies.
- **Dual-carrier internet failover and firewall redundancy** ensure uninterrupted connectivity to cloud-hosted platforms and telephony services.
- Regular **tabletop exercises and BCP/DRP validations** are conducted to simulate potential disruption scenarios and validate response readiness.

These technical safeguards are reinforced by NET's commitment to **real-time coordination with NDOL**. Throughout any incident, NDOL receives full visibility and communication to maintain control and confidence in the continuity of claimant support services.



Detailed Project Work Plan

1. Introduction & Purpose NET proudly serves as the incumbent provider of Tier 1 inbound call center services for the Nebraska Department of Labor's (NDOL) Unemployment Insurance (UI) program. This detailed project work plan outlines our operational framework, staffing and resource model, service delivery approach, technology infrastructure, and our commitment to performance standards. NET's objective is to ensure a seamless continuation of high-quality service while identifying opportunities to elevate claimants' experiences and operational outcomes.

2. Project Objectives

- Deliver first-tier resolution of UI claimant inquiries with empathy, accuracy, and timeliness.
- Minimize queue and hold times and maintain first-contact resolution standards.
- Route unresolved or complex issues efficiently to NDOL staff through a structured callback protocol.
- Maintain high levels of claimant satisfaction and SLA compliance.
- Provide transparent, real-time data reporting and business intelligence.
- Foster collaboration with NDOL through regular business reviews and innovation sessions.

3. Timeline & Key Milestones

Milestone	Date	Description
Contract Award	September 10, 2025	Official contract execution date.
Go-Live Date	September 10, 2025	Continuation of current services, no gap or transition required.
Refresher Training	September 2025	Annual policy and process refresher, conducted with NDOL.
Weekly Calibration Meetings	Ongoing	Align quality scoring, scripting, and training effectiveness.
Monthly Business Reviews	Starting October 2025	Strategic sessions reviewing KPIs, workforce trends, and improvements.
Quarterly Innovation Meetings	Q4 2025	Sessions exploring enhancements in tools, workflow, and claimant experience.



4. Scope of Services

- **Inbound Call Management:** Handle all first-tier claimant inquiries using NET-trained representatives following NDOL scripting and service expectations.
- **Callback Scheduling:** Use CRM to schedule, document, and monitor callbacks for unresolved issues.
- **CRM & Case Documentation:** Capture caller details, resolution path, call disposition, and follow-up status. Cases are viewable and actionable by both NET and NDOL teams.
- **Escalation & Triage:** Defined workflows for technical issues or policy-specific matters escalated to NDOL.
- **Customer Experience:** Prioritize empathy, tone, and understanding through reinforced soft-skill training and QA scoring.
- **Data Entry & Systems Use:** Enter claimant data accurately into NEworks and CRM in real time during live interactions.

5. Staffing Plan

- **Total Staff:** 15 dedicated full-time CSRs, 1 Supervisor, 1 QA Analyst.
- **Shifts:** Monday–Friday, 8:00 a.m.–5:00 p.m. CST with peak-day surge coverage.
- **Bilingual Ratio:** Minimum 15% of staff fluent in English and Spanish.
- **Onsite Leadership:** Supervisor and QA present during all service hours.
- **Surge Readiness:** Flexible scheduling and pre-scheduled surge rosters for Mondays and post-holiday volumes.

6. Technology & Infrastructure

- **Telephony:** Our ACD platform with full IVR capabilities, bilingual routing, and callback-in-queue functionality.
- **CRM:** NET-configured platform supporting disposition tagging, case ownership, callback tracking, and reporting. Seamlessly integrates with NEworks.
- **QA Tools:** Integrated evaluation forms, coaching logs, sentiment tagging, and performance heatmaps.
- **WFM Platform:** Forecasting, scheduling, adherence monitoring, and real-time response dashboards.
- **Security:** NIST-aligned secure data environments, audit logs, restricted access protocols, and staff NDAs.





7. Implementation Approach As the current provider, NET will not require a formal implementation phase. Instead, we propose:

- **Discovery Workshop:** Finalize post-award priorities and explore process/tool enhancements.
- **System Optimization Window:** August–September 2025, implement improvements requested by NDOL.
- **Training Refresh Alignment:** Annual retraining led jointly with NDOL training personnel.

8. Risk Mitigation & Continuity

- **Disaster Recovery Plan:** Redundant infrastructure, mirrored data access, remote-capable fallback environment.
- **Dual-Carrier Connectivity:** Ensures telephony/data uptime.
- **Cross-Trained Representative:** Enables rapid reassignment and absentee coverage.
- **Compliance Audits:** Internal quarterly compliance reviews on data handling, call quality, and systems access.

9. Performance Metrics & SLAs

Metric	Target
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

10. Reporting & Monitoring Framework

- **Real-Time Dashboard:** ACD-integrated dashboard accessible to NDOL.
- **Daily Snapshots:** Queue performance, call volumes, and service level attainment.
- **Weekly Reports:** Quality scores, coaching summaries, callback resolution rates.
- **Monthly Reviews:** Strategic summaries for stakeholder review.
- **Call Categorization Reports:** Frequency, resolution trend, and emerging themes.





11. Quality Assurance & Training Program

- **Training:** All representatives trained via NDOL-approved materials. New hires receive 2-week onboarding + nesting.
- **Ongoing Training:** Monthly refreshers, QA-led coaching, empathy and bias training, cultural sensitivity, and roleplay-based learning.
- **Call Monitoring:** 100% recording with at least 4 QA reviews per representative monthly.
- **QA Calibration:** Weekly alignment with NDOL and internal leadership.
- **Corrective Action Loop:** Performance improvement plans activated when thresholds are not met.

12. Communication & Governance

- **Primary Point of Contact:** Director of Customer Success, supported by Program Manager and Supervisor.
- **Escalation Protocols:** Tiered chain of communication including real-time issue flagging.
- **Partner Engagement:** Monthly business reviews and quarterly innovation planning ensure proactive alignment.



Attachment #1 Required Bidder Responses

Minimal Requirements

Bidder will indicate yes or no that bidder is able to meet Mandatory Minimum Requirements.

	Mandatory Requirement	Bidder Respond: Yes or No
A. PROJECT OVERVIEW		
	Additionally, the day following State holidays sees a significant increase in calls, which the vendor shall be prepared to manage effectively.	Yes
	Callbacks shall be scheduled and tracked accurately, ensuring all necessary claimant information is captured and reported.	Yes
	Given the high volume and fluctuating demand, the vendor shall operate an onshore call center from a secure, dedicated office within the United States.	Yes
	The vendor shall ensure sufficient levels and resource allocation to maintain service levels during peak times and manage increased call volumes after State holidays.	Yes
B. BUSINESS REQUIREMENTS: General Operational Requirements		
1.a.	1. Contractor Location and Eligibility a. The Contractor shall be based and operate within the United States.	Yes
3.a vi	vi. Contractor shall provide an (800) number for routing of calls. Contractor shall also be able to work with an existing (800) number.	Yes
3.a vii	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.	Yes
4.a 4.b	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.	Yes
B. BUSINESS REQUIREMENTS: Call Center Service Requirements		
1.b	b. Contractor will integrate their system with NDOL's phone system.	Yes
1.c	c. Contractor shall develop call scripts. All scripts shall be approved by the State before being used by the contractor.	Yes

Attachment #1 Required Bidder Responses

2.a	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 CRMAs well as the NEworks	Yes
5.a ii, iii	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.	Yes
C. SCOPE OF WORK		
3.Ax	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	Yes
3.B.i	i. Contractor shall provide and utilize a CRM system to document claimant information.	Yes
3.C. iii	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.	Yes
3.C. v.	v. Callback resolution shall be tracked to ensure that NDOL Staff follows up promptly and effectively addresses customer inquiries	Yes
3. F.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.	Yes
3. G iii.	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.	Yes
3. H. i	Agency shall be entitled to "on site" as well as "on-line" monitoring of call center specialists and call center operations.	Yes
3. H. ii	Contractor shall allow NDOL representatives to visit and observe the call center operation as needed.	Yes

Attachment #1 Required Bidder Responses

Required Responses

RFP Section V Project Description and Scope of Work: 1.b.

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

RFP Section V Project Description and Scope of Work: 2.a.

Mandatory Requirement: 2. Legal Compliance. a. Contractor shall operate in full compliance with all applicable federal and state laws and regulations throughout the contract term.

See also:

Question: Describe your site security and how you will maintain security. Both physical and technological security. Describe your experience handling Personal Protected Information (PPI) and sensitive information. Describe how you will ensure that any data resulting from services provided is properly secured according to the requirements in this RFP and is not used, accessed, or disseminated by any manor for any reason not authorized by NDOL.

Bidder Response:

NET maintains a fully secure, access-controlled contact center facility located in Omaha, Nebraska, where all NDOL services are delivered. Physical and technological security are embedded into every aspect of NET's operations to protect Personal Protected Information (PPI) and maintain compliance with NDOL's security requirements.

Physical Security:

NET's facility enforces rigorous physical access controls, including electronic badge-only entry, 24/7 surveillance, and monitored entry points to restrict access to operational areas. NDOL program staff operate in a dedicated, restricted-access zone within the facility, separated from other client programs. Visitor access is limited and supervised, and all personnel assigned to the NDOL program are subject to identity verification and background checks prior to hire.

Technological Security:

NET deploys enterprise-grade cybersecurity controls to protect all systems and data. These include:

- **Multi-Factor Authentication (MFA)** for system logins
- **Endpoint Protection and Antivirus** on all devices
- **Role-based access controls** within CRM, ACD, and reporting tools
- **Network segmentation** to isolate NDOL data from other environments
- **Firewall and intrusion detection systems** to monitor and block unauthorized traffic
- **Data encryption at rest and in transit**
- **Automated session timeouts and device locking protocols**

All NDOL-related equipment and infrastructure is owned and maintained by NET, ensuring full control and compliance over every element of the technology stack.

Attachment #1 Required Bidder Responses

Data Privacy & Handling of PPI:

NET has extensive experience handling PPI and sensitive claimant data as part of our work with NDOL, Nebraska DHHS, Maximus Federal Services (CMS), and other public-sector clients. All NDOL-assigned staff receive formal training on HIPAA, PPI protection, and confidentiality protocols as part of onboarding. Additionally, every employee supporting the NDOL program signs a Non-Disclosure Agreement (NDA) and participates in annual security and confidentiality refresher training.

Ongoing Compliance & Controls:

NET conducts regular internal audits and system vulnerability scans to validate security controls and identify any areas of risk. Access to claimant information is limited strictly to authorized personnel based on job function, and all access is logged and monitored. NET enforces a zero-tolerance policy for improper access, disclosure, or use of any claimant data. NDOL data will never be stored, shared, or accessed outside of contractually authorized parameters.

NET's policies and procedures fully align with the security and confidentiality requirements outlined in the RFP and applicable state and federal regulations. These protections are already in place today and will remain central to NET's approach under the new contract.

For additional information on the referenced mandatory requirements please see **Business Requirements – General Operational Requirements Section 1. Contractor Location and Eligibility on page 13 & Section 2. Legal Compliance on page 14** of the RFP Repose "121962 O3 North End Teleservices".

Attachment #1 Required Bidder Responses

RFP Section V Project Description and Scope of Work: 6.b

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

See also:

Question: Describe your language capabilities, including the percentage of call center staff who bilingual in English and Spanish are, and any other languages available. Describe how you will ensure that call center staff are able to communicate with individuals in multiple languages.

Bidder Response:

NET currently meets and exceeds NDOL's language access requirements and maintains a strong operational model to ensure equitable service to Nebraska's diverse claimant population.

Bilingual Staffing (English-Spanish): At all times during business hours, **at least 10% of NET's call center representatives assigned to NDOL are fluent in both English and Spanish**, with full proficiency in reading, writing, and speaking. These bilingual representatives are already actively supporting NDOL claimants and are trained in UI program content, scripting, and NEworks system navigation. Bilingual staffing levels are continuously monitored and adjusted to meet real-time demand and service level expectations.

Additional Language Support: To support individuals whose primary language is neither English nor Spanish, NET utilizes a **nationally certified professional interpretation service** capable of delivering real-time telephonic interpretation in **over 200 languages**. This third-party resource is fully integrated into NET's call handling procedures, allowing representatives to quickly connect callers with interpreters while remaining on the line to ensure accuracy and empathy in communication.

Training and Quality Assurance: All bilingual representatives' complete language proficiency assessments during the hiring process and are trained to adhere to NDOL-approved scripting in both English and Spanish. Additionally, representatives receive ongoing training in cultural sensitivity and communication best practices to ensure that interactions remain professional, respectful, and compliant. NET's QA Analysts include bilingual monitors who review calls for accuracy and service quality in both languages.

Access and Equity Commitment: NET ensures that all claimants, regardless of language preference, receive accurate, timely, and respectful service. Language support resources are available on demand and documented in internal SOPs to ensure consistent application across shifts and call types.

NET's language capabilities are already fully operational within the NDOL program and will remain in place and scalable throughout the life of the contract.

For additional information on the referenced mandatory requirements please see **Business Requirements – General Operational Requirements Section 6. Contractor should provide English to Spanish and Spanish to English language interpretation services on page 19 of the RFP Repose "121962 O3 North End Teleservices"**.

Attachment #1 Required Bidder Responses

RFP Section V Project Description and Scope of Work: 3.a i thru iv

Mandatory Requirement: a. The IVR shall:

- i. Process calls per NDOL approved scripts
- ii. Offer multi-language support
- iii. Monitor system performance continuously
- iv. Provide detailed IVR reporting to NDOL.

See also: See also V.C.3.E.v

The IVR shall provide monitoring and reporting capabilities to track the status and workload of agents, enabling management and NDOL to oversee queue performance and analyze key customer service metrics.

Question: Describe in detail your Interactive voice response system. Include the total capabilities and any self-service options.

Bidder Response:

Interactive Voice Response (IVR) System Capabilities

North End Teleservices (NET) utilizes the Five9 platform to deliver a robust and scalable Interactive Voice Response (IVR) system that is fully configurable to meet the operational and customer service objectives of the Nebraska Department of Labor (NDOL). Our IVR system is designed to enhance customer experience, improve call routing accuracy, and optimize resource allocation.

Call Routing and Language Support

The IVR system is capable of routing calls dynamically based on caller input, including language preference and reason for the call. English and Spanish are fully integrated into the IVR, with direct routing to representatives who are fluent in the selected language. For callers requiring assistance in other languages, the IVR seamlessly integrates with Language Line Services. Representatives remain on the line during interpretation sessions, which eliminates unnecessary call transfers and ensures smooth, uninterrupted customer experience.

System Integration and Call Management

NET's IVR platform is capable of integrating with NDOL's existing systems to enable intelligent call routing, data exchange, and CRM synchronization. We have provisioned a dedicated toll-free number based on NDOL's preference. The system supports skills-based routing, allowing calls to be directed to the most qualified representatives available, improving resolution times and caller satisfaction.

Self-Service Options

The Five9 IVR includes a variety of self-service features that enable efficient and streamlined caller interactions without requiring immediate representative assistance. These features include:

- **Virtual Queue Callback:** Callers can opt to receive a callback without losing their place in the queue, reducing hold times and improving customer satisfaction.
- **Informational Messaging:** The system can deliver time-sensitive announcements such as high call volume notices, policy changes, deadlines, or eligibility updates.
- **Post-Call Surveys:** The IVR can be configured to offer automated customer satisfaction surveys upon call completion, providing actionable feedback.

Attachment #1 Required Bidder Responses

- **Structured Menu Navigation:** Callers can select from clearly defined options to be routed appropriately or access basic information without representative intervention.

While we do not currently employ speech recognition or natural language processing (NLP) within the IVR, the platform is designed for future scalability and can accommodate such enhancements as NDOL's requirements evolve.

Monitoring, Reporting, and Performance Visibility

Supervisors utilize Five9's real-time dashboards and monitoring tools to oversee call flows, queue metrics, representative performance, and system functionality. These dashboards can be securely shared with NDOL leadership to provide real-time visibility into key performance indicators (KPIs).

In addition, our comprehensive reporting suite delivers customizable daily, weekly, monthly, and quarterly reports encompassing:

- Call volumes
- Average handle times
- Abandonment rates
- Service level attainment
- Callback utilization rates
- Adherence and occupancy metrics
- Survey results and call driver insights via CRM analytics

Performance thresholds and alerts are configured to detect and notify teams of spikes in call volume, extended queue times, or potential service disruptions, ensuring a proactive management approach.

Conclusion

NET's IVR system is a fully integrated, scalable solution designed to meet the current and future needs of NDOL. With extensive self-service capabilities, multilingual support, real-time monitoring, and comprehensive reporting, our IVR ensures efficient, high-quality service delivery while remaining flexible to accommodate evolving program requirements.

For additional information on the referenced mandatory requirements please see **Business Requirements – Call Center Service Requirements Section 3. Interactive Voice Response (IVR) System** on page 22-23 of the RFP Repose "121962 O3 North End Teleservices".

Attachment #1 Required Bidder Responses

RFP Section V Project Description and Scope of Work: 5.b. iii a) thru e)

Mandatory Requirement: 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.

See also:

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

Bidder Response:

NET maintains a robust and scalable in-house training program to ensure that all representatives assigned to the Nebraska Department of Labor project are fully prepared to deliver accurate, high-quality service in alignment with agency expectations. Our training framework is structured to fulfill the following contractual requirements:

a) Comprehensive and Continuous Training Program

NET has established a comprehensive training curriculum that is tailored to the specific needs of the NDOL program. Our program includes initial onboarding, systems training, customer service protocols, and scenario-based learning to ensure representatives are prepared to handle a wide range of inquiries. Training is designed to be continuous in nature, with mechanisms for ongoing knowledge reinforcement and skill development throughout the life of the contract.

b) Training on Federal, State, and Local Policies and Procedures

All training modules incorporate NDOL-approved content covering relevant federal, state, and local regulations, policies, and procedures. Our training department works in close collaboration with NDOL to ensure that all materials are accurate, up-to-date, and fully aligned with agency operations. We obtain approval for all policy-specific training content and provide mechanisms to update training in real time as changes are issued by the State Agency.

c) Development and Maintenance of Training Manuals and Records

NET develops, maintains, and updates all training manuals, job aids, quick reference guides, and other learning resources to ensure comprehensive documentation of all training content. We also maintain detailed training records, including attendance logs, completion certificates, performance assessments, and feedback summaries. All documentation is available for review and approval by the State Agency.

d) Provision of Training Materials to the State Agency

We provide copies of all training materials, including manuals, agendas, slide decks, knowledge checks, and assessments, to the State Agency on an ongoing basis. Updates are submitted in a timely manner whenever content revisions occur, and we welcome agency input and approvals prior to implementing any changes.

e) Ongoing Training, Refresher Courses, and Onsite Trainer Availability

NET has a dedicated team of full-time trainers responsible for delivering initial and recurring training sessions. We implement a formal training schedule that includes:

- **Ongoing training** to address procedural updates, technology changes, or new service offerings;
- **Refresher training** to reinforce core competencies and address performance trends; and
- **On-demand microlearning** to provide representatives with targeted guidance in real time.

A **dedicated trainer will be available onsite** and accountable for conducting all training sessions, coordinating with NDOL for oversight and monitoring, and ensuring training fidelity. The trainer also participates in quality calibration sessions and collaborates with QA and Operations to close knowledge gaps quickly.

Scalability and Readiness

NET's training capacity is designed to scale in alignment with operational needs. We have successfully onboarded cohorts ranging from 25 to 100+ representatives in compressed timelines while maintaining training quality and performance readiness. Our team is supported by a library of standard operating procedures, digital learning content, and a documented train-the-trainer process to ensure consistent knowledge transfer.

For additional information on the referenced mandatory requirements please see **Business Requirements – Call Center Service Requirements - Section 5. Staffing and Training Requirements** on **page 35--37** of the RFP Repose "121962 O3 North End Teleservices".

Attachment #1 Required Bidder Responses

RFP Section V Project Description and Scope of Work: 6. a i-vi

Mandatory Requirement: 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.

See also:

Question: Describe your ability to meet the reporting requirements set forth in Section V.C.6. including ad hoc reporting capabilities including online reporting capabilities and client accessibility.

Bidder Response:

Reporting Capabilities and Client Accessibility

NET offers a robust reporting infrastructure designed to meet and exceed the reporting requirements outlined in Section V.C.6. of the contract. Our reporting solutions provide NDOL with comprehensive, timely, and actionable insights that drive operational transparency and continuous performance optimization.

Real-Time Dashboard and Continuous Visibility

NET provides NDOL with secure access to a real-time dashboard that delivers continuous, daily visibility into critical Key Performance Indicators (KPIs). This dashboard includes real-time data on call volumes, queue status, wait times, and service level compliance metrics. Additionally, the dashboard offers high-level representative performance data, enabling NDOL supervisors and management to monitor contact center activity live and make informed decisions swiftly.

The dashboard is accessible online via secure login credentials, ensuring authorized NDOL personnel have immediate, on-demand access to up-to-date performance metrics without delay.

Scheduled and Customizable Reporting

While the dashboard offers high-level visibility, NET supplements this with a comprehensive suite of scheduled reports that provide deeper insights into operational metrics. These interval-based reports include, but are not limited to:

- Call category analysis

Attachment #1 Required Bidder Responses

- Representatives-specific performance metrics
- Abandonment rates
- Average handle times
- Callback utilization
- Adherence and occupancy statistics

Reports can be customized in format and frequency to align precisely with NDOL's preferences, with delivery options including daily, weekly, monthly, and quarterly intervals.

Ad Hoc Reporting and Future Enhancements

NET recognizes the evolving nature of reporting needs and is committed to enhancing our reporting capabilities. We are actively exploring and developing enhancements to expand the dashboard functionality to incorporate more granular, ad hoc, and interval-based reporting features. This will empower NDOL with flexible, real-time report generation tailored to specific operational questions or emerging trends.

Client Collaboration and Transparency

Throughout our engagement, NET prioritizes collaboration with NDOL to ensure reporting outputs meet the agency's standards for accuracy, relevance, and accessibility. We provide ongoing opportunities for NDOL to review, provide feedback, and request adjustments to reporting content and delivery methods.

Conclusion

NET's integrated reporting ecosystem, combining real-time online dashboards, customizable scheduled reports, and evolving ad hoc capabilities, provides NDOL with comprehensive tools to monitor, analyze, and optimize contact center performance. This infrastructure supports transparency, accountability, and continuous service improvement aligned with NDOL's strategic objectives.

For additional information on the referenced mandatory requirements please see **Business Requirements – Call Center Service Requirements - Section 6. Reporting Requirements** on page 43--46 of the RFP Repose "121962 O3 North End Teleservices".

Attachment #1 Required Bidder Responses

RFP Section V Project Description and Scope of Work: 7. a.

Mandatory Requirement: 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.

RFP Section V Project Description and Scope of Work: 3.A.v.

Mandatory Requirement: The contractor shall notify the NDOL POC if the queue wait time exceed 3 minutes and provide the corrective action plan.

See also:

Question: Describe your quality monitoring process.

Bidder Response:

Quality Monitoring Process

North End Teleservices (NET) maintains a robust, data-driven Quality Monitoring Program designed to ensure high-performance standards, swift identification of service disruptions, and prompt resolution to maintain service continuity for the Nebraska Department of Labor (NDOL).

1. Real-Time Monitoring & Alerts

NET utilizes a multi-tiered real-time monitoring system integrated within our telephony and workforce management platforms. Supervisors, Quality Assurance (QA) Analysts, and

Operations Leaders actively monitor:

- **Live queue performance**, including wait times, call volumes, abandonment rates, and Average Speed to Answer (ASA)
- **Representative status and productivity**
- **System performance indicators** such as latency, connection quality, and IVR functionality

In alignment with NDOL's requirement, should the queue wait time exceed **three (3) minutes**, an **automated threshold alert** notifies NET leadership and prompts immediate escalation. Our designated NDOL Point of Contact (POC) is alerted within minutes, accompanied by:

- A root cause assessment (if known)
- An estimated time to resolution
- A corrective action plan (e.g., workforce reallocation, priority routing, or tier escalation)

2. Call Quality Review and Scoring

NET's QA team conducts regular evaluations using a standardized scorecard to assess key criteria including:

- Accuracy and completeness of information provided
- Policy and procedural adherence
- Tone, empathy, and customer service delivery
- Call control and efficiency

A statistically significant sample of interactions is evaluated weekly, with a focus on high-impact calls (e.g., escalations, complex claims, repeat contacts). All QA results are tracked in Scorebuddy, our QA platform, and are available for reporting and audit purposes.

Attachment #1 Required Bidder Responses

3. Continuous Feedback Loop

QA results feed directly into representative performance management and coaching sessions.

We conduct:

- **Biweekly one-on-one coaching sessions**
- **Monthly team calibration sessions**
- **Refresher training workshops** focused on identified trends
- **Knowledge checks** and scenario-based training, including topics such as empathy, bias mitigation, and managing emotional cues

4. Incident Response and Escalation Protocols

In the event of a broader service disruption (e.g., system outage, telephony failure), NET activates our Incident Response Framework, which includes:

- Immediate notification to NDOL's designated POC
- Activation of secondary routing protocols or business continuity resources
- Timed status updates until issue resolution
- Post-incident review and root cause analysis

5. Reporting and Transparency

NET provides NDOL with:

- **Daily operational reports**, including queue metrics and service levels
- **Weekly QA summary reports** with trends and representative performance metrics
- **Monthly performance dashboards** identifying continuous improvement initiatives and outcomes

By maintaining rigorous oversight and embedding continuous quality improvement into our operations, NET ensures proactive service delivery, prompt response to any service disruption, and alignment with NDOL's expectations for excellence and accountability.

For additional information on the referenced mandatory requirements please see **Business Requirements – Call Center Service Requirements - Section 7. Disruption in Service** on page 49 of the RFP Repose "121962 O3 North End Teleservices".

Attachment #1 Required Bidder Responses

RFP Section V Project Description and Scope of Work: 3.B. iv

Mandatory Requirement: CRM shall integrate with third party systems and provide easy access to data for integration with other systems, reports, and data analysis.

RFP Section V Project Description and Scope of Work: 3.B. v

Mandatory Requirement: v. CRM shall allow for data to be exported in multiple formats (such as, excel, word, PDF)

RFP Section V Project Description and Scope of Work: 3.B. vi

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

RFP Section V Project Description and Scope of Work: 3.B. viii

Mandatory Requirement: 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

RFP Section V Project Description and Scope of Work: 3.B. ix

Mandatory Requirement: 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.

RFP Section V Project Description and Scope of Work: 3.C. ix.

Mandatory Requirement: ix. Contractor CRM shall provide for NDOL staff to review, prioritize, and assign out callback requests to optimize resource allocation. Daily callbacks should be able to be assigned out by NDOL to several staff members within 15 minutes time.

See also:

Question: Describe the Customer Relationship Management (CRM) system used and whether it was developed in-house or off-the-shelf. If off the shelf, please specify the product and company. Please describe the capabilities of the Customer Relationship Management systems in use.

Bidder Response:

NET utilizes a **custom-built, in-house CRM platform** specifically engineered to support high-volume contact center operations for government clients, including the Nebraska Department of Labor (NDOL). Our CRM is designed with scalability, integration, and configurability at its core, enabling us to meet, and exceed, all mandatory functionality outlined in the RFP.

Attachment #1 Required Bidder Responses

System Origin and Development

Our CRM solution was developed in-house by NET's internal teams. This strategic decision enables us to maintain full control over customization, integrations, enhancements, and security. The system is maintained and continuously enhanced in close collaboration with our Operations, Quality, and Compliance teams to ensure it evolves with program needs.

CRM Capabilities & Compliance with Mandatory Requirements

Integration and Data Accessibility

(RFP 3.B.iv & 3.B.ix)

- Our CRM platform supports seamless integration with third-party systems including Five9 (telephony), CSI (WFM), and Scorebuddy (QA).
- System architecture is built to enable secure, real-time data sharing across systems, empowering NDOL and NET management to view queue status, call volumes, callback requests, and representative workload in real time.
- A centralized reporting engine provides NDOL with easy access to all relevant data for internal analysis and external reporting.

Export Functionality

(RFP 3.B.v)

- Data can be exported in multiple formats including Excel (.xlsx), Word (.docx), PDF, and .csv, supporting NDOL's reporting, audit, and documentation needs.
- Exporting functions are available for dashboards, case summaries, callback logs, performance reports, and queue statistics.

Customizable Workflows & Callback Assignment

(RFP 3.B.vi & 3.C.ix)

- NET's CRM includes **fully customizable workflows** that allow NDOL management and NET supervisors to assign, prioritize, and escalate cases and callbacks.
- NDOL users can directly log in via secure credentials and manage callbacks and escalations within a simple, filterable interface.
- The callback queue interface enables **assignment of calls to multiple staff members within minutes**, with a bulk-assign feature that supports **full allocation within 15 minutes** as required.

Case Management and Real-Time Reporting

(RFP 3.B.viii.1)

- Our CRM includes full **end-to-end case management** functionality, allowing customer service representatives (CSRs) and NDOL to track every interaction, follow-up, and resolution.
- Each case file includes timestamps, contact notes, disposition codes, follow-up requirements, and closure status.
- Integrated **quality assessment** fields allow QA staff to log evaluations directly within each case, and **representative performance rating fields** are linked to Scorebuddy for comprehensive tracking.

Attachment #1 Required Bidder Responses

Dashboard & Performance Monitoring

(RFP 3.B.viii.2 & 3.B.ix)

- Role-based dashboards provide real-time visibility into:
 - **Team activity and productivity**
 - **Key performance indicators (KPIs)**
 - **Team and individual representative performance**
 - **Progression trends over time**, including month-over-month and week-over-week snapshots
- NDOL supervisors and leadership can access these dashboards through secure, browser-based logins.
- Queue-level metrics, workload distribution, and performance outliers are prominently displayed to support proactive decision-making.

Security, Audit, and User Access

- Our CRM includes **role-based access controls**, full **audit trails**, and **activity logs** to ensure data integrity, user accountability, and compliance with state and federal data handling standards.
- NDOL-specific permissions can be configured to provide full access to reporting, callback management, or escalations—without overexposing sensitive or internal-only workflows.

NET's CRM platform was built to support the specific needs of public-sector clients like NDOL. Our system offers all required functionality including third-party system integration, real-time performance monitoring, customizable workflows, multi-format exports, case management, callback optimization, and advanced dashboard reporting.

As the incumbent provider, NET is already leveraging this CRM to support the current UI program and is fully prepared to expand its capabilities in response to any additional NDOL requirements under the new contract term.

For additional information on the referenced mandatory requirements please see **Business Requirements – General Operational Requirements – Section 3. Turnkey Solution on page 16, Call Center Service Requirements – Section 1. Inbound Call Handling on page 20, Section 2. Data Entry Services on page 2, and Section 6. Report Requirements on page 43 & 46** of the RFP Repose "121962 O3 North End Teleservices".

Attachment #1 Required Bidder Responses

RFP Section V Project Description and Scope of Work: 3.D. ii

Mandatory Requirement: 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.

RFP Section V Project Description and Scope of Work: 3. F. i

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

RFP Section V Project Description and Scope of Work: 3. F.ii.

Mandatory Requirement: 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.

RFP Section V Project Description and Scope of Work: 3. F.iv.

Mandatory Requirement: 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%

RFP Section V Project Description and Scope of Work: 3. F.v.

Mandatory Requirement: 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.

See also:

Question: Describe your approach to workforce planning, including the speed, agility, and flexibility necessary to match your workforce to the fluctuating demand of this contract.

Include the processes in place to adjust staffing, workflows, or resource allocation in response to sudden changes in call volume or unexpected events. How will you ensure KPIs are met in the performance of this contract?

Bidder Response:

NET employs a strategic, data-driven workforce planning framework designed to ensure service continuity, responsiveness to fluctuating call volumes, and full compliance with all Key Performance Indicators (KPIs) and operational mandates established by the Nebraska Department of Labor (NDOL).

Attachment #1 Required Bidder Responses

1. Dedicated Staffing Model

(RFP 3.F.i) NET assigns **dedicated teams exclusively to NDOL's UI program** to ensure alignment with program-specific expectations, policy knowledge, and service delivery standards. These dedicated representatives do not cross-support other contracts or commercial work, which allows us to maintain consistent performance, client-specific training retention, and high-quality customer interactions.

2. Scalable Workforce Model

(RFP 3.F.ii) To manage fluctuations in call volume due to seasonality, policy changes, or economic conditions, NET has implemented a **flexible staffing model** that includes:

- **Cross-trained reserve representatives** who can be activated during peak periods or unforeseen spikes
- **Dynamic scheduling** with split shifts and flexible hours to ensure coverage for high-volume intervals
- **Rapid onboarding protocols** to add capacity within **72 hours** from our trained labor pool
- Real-time representative monitoring and intelligent routing via our integrated **WFM, CRM, and telephony systems**

NET collaborates closely with NDOL to forecast demand and proactively align resources with anticipated need, minimizing service disruptions and excess labor costs during off-peak times.

3. Real-Time Performance Monitoring & Escalation Protocols

(RFP 3.D.ii, 3.F.iv & 3.F.v) NET's Operations Command Center monitors **real-time queue data and representatives' performance metrics** through our integrated dashboard, enabling immediate action if performance thresholds are at risk.

If the **Abandoned Call Rate exceeds 10%**, the following corrective protocol is activated:

- Immediate analysis of call drivers and staffing gaps
- Deployment of backup staff or diversion of trained resources to high-traffic queues
- Notification to the NDOL Point of Contact (POC) within 30 minutes, including a detailed corrective action plan and anticipated resolution time

4. Workforce Planning Methodology

Our approach blends **forecasting, scheduling, intraday management, and post-mortem analytics** to ensure we match labor supply to demand with precision:

- **Forecasting:** Weekly call volume projections using historical NDOL trends, economic indicators, and policy updates
- **Scheduling:** Optimized using CSI Workforce Management, balancing coverage and cost
- **Intraday Management:** Real-time staffing adjustments informed by live dashboards
- **Post-Event Analysis:** QA and WFM review after high-traffic days to identify improvement opportunities

Attachment #1 Required Bidder Responses

5. KPI Governance Framework

(RFP 3.F.iv) NET maintains a rigorous governance process to meet or exceed all required KPIs.

This includes:

KPI	Target	NET Commitment
Average Speed to Answer (ASA)	≤ 3 minutes	Achieved through proactive staffing and call routing
Average Handle Time (AHT)	≤ 10 minutes	Monitored through QA and coaching
After Call Work (ACW)	≤ 1.5 minutes	Controlled through system automation and training
Abandoned Call Percentage	≤ 10%	Managed via queue alerts, overflow representatives, and staffing adjustments
Repeat Caller Percentage	≤ 20%	Reduced through first-call resolution training
Scheduled Callback Percentage	≤ 20%	Monitored and prioritized via CRM and callback workflow
CSAT Score	≥ 85%	Measured through post-call surveys, tracked and addressed weekly

6. Performance Standards Compliance

(RFP 3.F.v) NET ensures strict adherence to the additional performance standards by:

- Capturing accurate and complete data in **CRM and NWorks** on **≥95%** of all interactions, reinforced by QA audits and CRM field validations
- Achieving **98% answer rate** by maintaining adequate staffing levels and leveraging overflow queues
- Ensuring **hold times never exceed 2 minutes** through intelligent routing and live queue management

7. Business Continuity and Surge Response

In the event of sudden call surges or unexpected events (e.g., public benefit announcements or system outages), NET deploys a **pre-approved contingency staffing plan** which includes:

- Activation of on-call teams and flexible-hour representatives
- Temporary expansion of hours of operation
- Redistribution of callbacks to minimize queue congestion
- NDOL notification within 15 minutes if KPIs are at risk

NET's proven workforce planning strategy integrates real-time responsiveness, staffing agility, and performance accountability to ensure all contractual obligations and KPIs are met or exceeded. As the incumbent provider, **NET has already demonstrated success with this model and is fully equipped to continue delivering exceptional service quality**, even under variable demand conditions.

Attachment #1 Required Bidder Responses

For additional information on the referenced mandatory requirements please see **Business Requirements – General Operational Requirements – Section 3. Turnkey Solution** on page 15, **Section 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.** on page 18, **Call Center Service Requirements – Section 4. Performance Monitoring** on page 24-24, and **Section 5. Staffing and Training Requirements** on page 26-27 of the RFP Repose “121962 O3 North End Teleservices”.

Attachment #1 Required Bidder Responses

RFP Section V Project Description and Scope of Work: 3. I. i.

Mandatory Requirement: i. Contractor shall create and maintain audio recordings of all calls. Contractor shall maintain audio recordings of calls for at least thirty (30) days.

RFP Section V Project Description and Scope of Work: 3. I. ii.

Mandatory Requirement: ii. Contractor shall make call recordings available to NDOL within 24 hours upon request.

See also:

Question: Explain percentage of calls are digitally recorded and how long are these recordings stored? Client requested recordings must be made available within 24 hours of the request.

Bidder Response:

North End Teleservices (NET) maintains a robust and compliant call recording protocol aligned with the Nebraska Department of Labor's (NDOL) operational and quality assurance requirements.

Percentage of Calls Recorded

NET digitally records **100% of inbound and outbound customer interactions**, including scheduled callbacks and transfers, across all communication channels managed within the Five9 telephony system. This ensures comprehensive documentation of all UI-related transactions and supports our quality assurance, training, and dispute resolution protocols.

Recording Retention Policy

All call recordings are securely stored and maintained for a **minimum of thirty (30) days** in accordance with the RFP requirement. Recordings are stored in a secure, access-controlled environment within our Five9 cloud-based infrastructure, which is compliant with industry standards for data protection, including SOC 2 Type II and HIPAA (where applicable).

Should NDOL require an extended retention period, NET can accommodate **custom retention policies for up to twenty-four (24) months**. These extended retention configurations can be established at the start of the contract or implemented at any point upon request, ensuring full alignment with NDOL's auditing, compliance, or historical analysis needs.

Client Access to Recordings

In alignment with **RFP Section V, 3.I.ii**, NET will make requested call recordings **available to NDOL within 24 hours of request**. Requests can be submitted via email to the designated NET Program Manager or Quality Assurance Lead. Upon receipt, the requested file(s) will be retrieved, verified for accuracy, and securely transmitted via encrypted file transfer or another NDOL-approved method.

NET also offers the option of **role-based login access** for authorized NDOL personnel to review recordings directly via the Five9 QA module, which allows for on-demand retrieval based on date, representative, phone number, or case ID.

Attachment #1 Required Bidder Responses

Through comprehensive recording coverage, secure and scalable storage, and rapid retrieval protocols, NET ensures full transparency, audit readiness, and alignment with NDOL's oversight and quality expectations. As the incumbent, **NET has consistently met these standards and will continue to deliver this level of performance throughout the contract term.**

email address:

psanders@northendteleservices.com



PATRICK SANDERS

Director of Customer Success

RELEVANT PROFESSIONAL EXPERIENCE

North End Teleservices, LLC Omaha, NE 2022 – Present Director of Customer Success

Work with executives and their teams across the organization to strategize internal and external operational practices. Update and enhance key performance management practices, pricing, and service offerings. Creating and implementing a multifunctional business strategy and overseeing daily operations. Provide strong, dynamic leadership that mentors, develops, and guides team members to efficiently leverage the value of every call for maximum net reservation revenue to clients. Responsible for development and administration of annual department budget to attain business goals with operational stability. Deliver results against a defined scope of work that includes measurable ROI, strategic innovation, performance reporting, and human capital development. Develop, implement and maintain effective internal and external Quality Assurance (QA) programs fostering continuous improvement and exceeding Service Level Agreement (SLA) performance. Proven experience managing metrics, ensuring customer satisfaction, and reporting statistical performance levels related to Call Center. Develop and maintain effective organization of responsibility, including efficient recruiting, training, coaching, recognition, workflow patterns, performance standards, delineation of duties and responsibilities, staffing levels and supervision.

RHW Hotel Management Omaha, NE 2020 – 2022 Assistant General Manager

Monitoring supplies and inventory to ensure they're used properly and efficiently and adhere to the hotel budget. Assign duties to front desk members and create work schedules. Interview and hire new employees. Direct administrative activities. Look over financial statements, sales reports and other performance data to gauge productivity and achieve daily, weekly, and monthly sales goals. Engage in educational opportunities to remain up to date on the latest industry techniques, tools, and trends. Engage in opportunities that can add to overall workplace accomplishments.

QUALIFICATIONS SUMMARY

Patrick is currently active on NET's DHHS contract supporting the State of Nebraska for human service programs, including Medicaid, CHIP, SNAP, and TANF and has a thorough understanding of the requirements of this RFP. Excellent with crafting and managing effective programs to improve employee performance and lead to mutual success and achievement.

KEY SKILLS

- Training
- Microsoft Office
- Program Design
- Behavior Management
- Revenue Management
- Hotel Management
- Program Management
- Operations Management
- Management
- Quality Assurance
- Payroll
- Guest Services
- Negotiation



PATRICK SANDERS

Director of Customer Success

NORTH END
TELESERVICES

Ubiquity Global Services Omaha, NE 2018 – 2020 Operations Manager

Provided daily direction and communication to employees so customer service calls are answered in a timely, efficient, and knowledgeable manner. Provided continual evaluation of processes and procedures. Responsible for suggesting methods to improve area operations, efficiency, and service to internal and external customers. Provided statistical performance feedback and coaching regularly to each team member. Ensures employees have appropriate training and other resources to perform their jobs. Experience with communicating at all levels of the organization. Created and maintained a high-quality work environment to motivate team members to perform at their highest level. Communicate and coordinate with internal departments. Strong ability to multi-task with complex escalation processes. Comfortable with using mobile applications. Demonstrate the attention to detail and accuracy when dealing with account information. Serves as a resource to teammates to assist in handling difficult situations.

TPG Telemanagement Inc Omaha, NE 2017 – 2018 Corporate Trainer

Developed competency and skill sets in an individual to perform effectively and efficiently in the workplace. Communicated to trainees what is expected from training simply and professionally according to various learning styles. Developed extensive training plans and prepared training materials and aids. Initiated and developed training methods and sessions with clients to provide proper experience. Evaluated training courses and attendees post-training. Developed break-out groups post training to provide updates to staff. Worked with management to gain knowledge of work situations requiring training and to better understand changes in policies, procedures, regulations, business initiatives and technologies. Provided feedback to operations to improve collector's call quality, productivity, customer service and compliance with client and company standards.

Omaha Public Schools Omaha, NE 2012 – 2018 Behavior Skills Specialist

Design, implement, and monitor the progress of behavioral management programs for students to remediate behavioral and social problems. Provide individual and group counseling to the students regularly to include socialization activities. Design programs for students that are consistent with the total educational philosophy of the district. Monitor, collect data, and maintain records regarding student performance and progress. Maintain open lines of communication with parents, guardians, and staff. Develop plans for students' cognitive, emotional, and social capacities and respect for learning. Maintain a classroom atmosphere conducive to enhancing interpersonal relationships, social skills, problem resolution, and decision-making while achieving academic success. Created the development of crisis prevention.

EDUCATION

University of Nebraska, Omaha | Bachelors in Multidisciplinary Studies (2017)

REFERENCES

Cassandra Marisett Banks, Omaha, NE 402-709-0660

Maurice Debro, Omaha, NE 402-510-2865

Paris Taylor, Omaha, NE, 402-682-2457

VANESSA SPENCER

Customer Success Manager



RELEVANT PROFESSIONAL EXPERIENCE

North End Teleservices, LLC — Omaha, NE **2023 – Present** **Customer Success Manager**

- Oversee the day -to-day operations for North End Teleservices.
- Oversee programs including invoice management, cash application, soft collections, transportation support, IT helpdesk, state -level labor services, and healthcare survey services
- Responsible for all high -level client communication and needs.
- Provide guidance and coaching to Supervisors and agents to enhance performance and foster development.
- Partner with multiple clients to develop and implement effective program strategies tailored to business needs.
- Collaborate with cross -functional teams to streamline processes and improve service delivery across all programs.
- Analyze program performance data to identify areas for improvement and implement corrective actions

North End Teleservices, LLC — Omaha, NE **Commercial Account Supervisor** **2020 – 2023**

- Commercial Account Supervisor
- Oversaw multiple client accounts.
- Supervised day -to-day operations, ensuring alignment with performance KPI's, accurate timekeeping, and effective call volume oversight.
- Supervised an omnichannel customer support program, ensuring seamless communication across phone, chat, and email.
- Supported and engaged with both in -center and remote staff to drive accountability and performance.
- Conducted performance evaluations and provided feedback, coaching, and disciplinaries when needed.

QUALIFICATIONS SUMMARY

Experienced and results-driven leader with over a decade of progressive experience in customer success program oversight and operations management. Proven ability to manage and scale multiple high-performing programs across various industries, including healthcare, telecommunications, and transportation. Adept at fostering strong client relationships, leading cross functional teams, and resolving complex employee relations matters. Recognized for strategic thinking, operational efficiency, and a hands-on leadership style that motivates teams and drives continuous improvement. Skilled in performance management, process development, and ensuring compliance with corporate and regulatory standards.

KEY SKILLS

- Communication and interpersonal skills
- Client Relationship Management
- Performance Evaluation and Coaching
- Problem solving
- Staff Training and Development
- Remote and In-Center Staff Supervision
- Process Improvement and efficiency
- Team leadership
- Public Service and Community Engagement



VANESSA SPENCER

Customer Success Manager

NORTH END
TELESERVICES

Octapharma Plasma Omaha, NE 2009 - 2019 Center Director

- Directed operations of a plasma donation center with fifty employees and two assistant managers.
- Led a Center -wide technology upgrade and oversaw facility maintenance.
- Hosted and managed audits in compliance with the U.S and E.U. federal and state regulations.
- Managed all in -center HR functions, including hiring, terminations, FMLA, ADA, and employee benefits.
- Successfully ran an Anti -D whole blood donation immunization and blood program.
- Developed and maintained annual production and financial budgets.
- Managed inventory and supply procurement.
- Created and executed local marketing and promotional initiatives.

EDUCATION

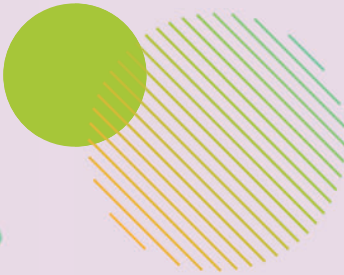
Supervisor Apprenticeship Program, Metropolitan Community College

REFERENCES

Patrick Sanders: 531 -215 -1210

Samantha Jackson: 402 -350 -6781

Katia Henley: 402 -934 -3624 Ext. 194



JORDEN MYERS

Senior Account Supervisor

RELEVANT PROFESSIONAL EXPERIENCE

North End Teleservices, LLC
Omaha, NE 2025 - Present
Senior Account Supervisor - NDOL

- Developing and implementing strategies to improve service quality and efficiency.
- Analyze data and metrics to identify trends, assess performance, and make data-driven decisions.
- Assists in staff development through training, counseling and establishment and monitoring of staff and individual goals

North End Teleservices, LLC
Omaha, NE 2021 - 2024

- Supervisor - Public Schools Transportation for Denver, North Carolina, & Omaha Public Schools.
- Ensuring the safe and efficient transportation of students to and from school by providing ETA's, addressing parent and school inquiries and concerns related to transportation. Monitoring, reporting, and ensuring compliance with transportation regulations and safety standards.

North End Teleservices, LLC
Omaha, NE 2020 - 2021
NDOL Team Lead

- Providing regular feedback, conducting training sessions, and creating development plans tailored to individual agents' needs. Planning, scheduling, and executing projects to meet customer service objectives and operational targets efficiently.

QUALIFICATIONS SUMMARY

Experienced and adaptable leader with a strong track record of progressive responsibility at North End Teleservices (NET). Proven ability to manage diverse teams, coordinate high-volume service operations, and deliver results across multiple public sector accounts. Adept at coaching staff, improving workflows, and fostering a collaborative, high-performance environment.

KEY SKILLS

- Leadership & Team Management- Proven ability to lead and develop high-performing teams across diverse public sector programs.
- Customer Experience Optimization- Certified Customer Experience Specialist skilled in delivering client-focused service strategies.
- Business Operations & Administration- Strong foundation in business principles through Associate's Degree in Business Administration and Business Career Certificate.
- Process Improvement- Adept at identifying inefficiencies and implementing solutions to enhance service delivery and team performance.
- Communication & Interpersonal Skills- Effective communicator with experience managing internal teams and liaising with external stakeholders.
- Compliance & Policy Knowledge- Trained in Immigration Law and regulatory standards relevant to public service operations.



JORDAN MYERS

Senior Account Supervisor

NORTH END
TELESERVICES

North End Teleservices, LLC

Omaha, NE 2020 - 2020

- NDOL Customer Service Representative
- Providing information about unemployment benefits, job search assistance, or other relevant services.
- Assisting customers with claims.
- Troubleshooting customer issues and providing solutions or escalating issues as needed.
- Maintaining accurate records of customer interactions in CRM.

Education

1. Associate's Degree - Business Administration (BSAAS)

2. Career Certificates

- Customer Experience Specialist (CXSCC)
- Business Career Certificate (BUSCC)
- Immigration Laws Specialist (ILSCC)

REFERENCES

Laura Stark, 402 -212 -9209, laura.stark88@gmail.com

Debbie Lidgett, 402 -401 -6373, dliddgett@northendteleservices.com

Rebekah Powell, 863 -221 -6162, rfpowell331@gmail.com



NORTH END TELESERVICES

email address:

sBasurto@northendteleservices.com

STEPHANIE BASURTO

Customer Experience Quality Specialist



RELEVANT PROFESSIONAL EXPERIENCE

North End Teleservices, LLC **Omaha, NE 2023 - Present** **Senior Operations Manager**

- Oversee the day -to-day operations.
- Responsible for all high -level client communication and needs.
- Provide guidance, direction, and coaching to the Operations Manager (OM).
- Aid the OM as needed with daily tasks.
- Conduct growth and development 1:1s with first line supervisors.
- Analyze data.
- Implement improvements to optimize processes.
- Set and clarify requirements/expectations for OM and assigned support staff.
- Review and analyze data to present questions and inquire about plans of action to the OM.

Burton AC, Heating **Omaha, NE 2020 - 2023** **Call Center Manager**

- Check -in and verify "Ready to work" status for all.
- Pulse check with CCM that all calls are accounted for.
- Review Data report from Analytics on call metrics.
- Confirm and address any technology issues across brands.
- Verify Number of work force and any potential variances.
- Set number of calls needed from outbound team.
- Update 3 Day call board and Variances.
- Review Prior day call totals.
- Monitor total of inbound calls and outbound calls.
- Abandoned rate % and number and day of time heat.

QUALIFICATIONS SUMMARY

Dedicated and resultsdriven Quality Specialist with a proven track record of excellence in customer service and quality assurance. Recognized for rapid promotion due to consistently high QA scores and strong interpersonal relationships within the team. Demonstrates exceptional communication, empathy, and collaboration skills. Eager to learn, highly organized, and committed to supporting team growth through actionable feedback and performance coaching. Trusted by leadership for her reliability, professionalism, and ability to drive continuous improvement in agent performance.

KEY SKILLS

- Quality Assurance & Call Monitoring
- Coaching & Performance Feedback
- Customer Experience Optimization
- Data Trend Analysis & Reporting
- Agent Development & Mentorship
- Bilingual Communication (English/Spanish)
- Active Listening & Empathy
- Strong Verbal and Written Communication
- Team Collaboration & Support
- Microsoft Excel & Documentation Tools



STEPHANIE BASURTO

Customer Experience Quality Specialist

NORTH END
TELESERVICES

Customer Service Representative

STRIDE Community Health Center – Aurora, CO

August 2022 to March 2023

- Handled an average of 100 calls per day, addressing a variety of needs, including scheduling medical/dental appointments, processing medication refill requests, and answering general inquiries.
- Delivered clean and compassionate assistance to patients, ensuring their concerns were addressed promptly and accurately.
- Coordinated medical and dental appointments efficiently, ensuring accurate scheduling and minimizing errors.

EDUCATION

High School Diploma

Aurora West College Preparatory Academy

– Aurora, CO

REFERENCES

Corey Douglas, 402 -281 -6182, cdouglas@northendteleservices.com

Jannet Saenz, 303 -778 -7433, Jannet.Saenz@stridechc.org

Timothy Mahloch, 402 -830 -7025, timothymahloch@gmail.com

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.

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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
	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.

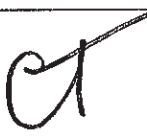
Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the bidder and will not be compensated by the State.

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.)
		

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.)
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A. INDEPENDENT VENDOR / OBLIGATIONS

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

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

The Vendor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Vendor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the bidder's solicitation response shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Vendor to the contract shall be employees of the Vendor or a subcontractor and shall be fully qualified to perform the work required herein. Personnel employed by the Vendor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Vendor or the subcontractor respectively.

With respect to its employees, the Vendor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding,
2. Any and all vehicles used by the Vendor's employees, including all insurance required by state law,
3. Damages incurred by Vendor's employees within the scope of their duties under the contract,
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law,
5. Determining the hours to be worked and the duties to be performed by the Vendor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Vendor, its officers, agents, or subcontractors or subcontractor's employees).

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

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

Vendor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Vendor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

B. FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT CERTIFICATION (Nonnegotiable)

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

C. EMPLOYEE WORK ELIGIBILITY STATUS

The Vendor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

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

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

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

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

E. COOPERATION WITH OTHER VENDORS

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

F. DISCOUNTS

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

G. PRICES

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

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

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

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

H. PERMITS, REGULATIONS, LAWS

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Vendor shall obtain and pay for

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

I. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Vendor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Vendor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

J. INSURANCE REQUIREMENTS

The Vendor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Vendor shall not commence work on the contract until the insurance is in place. If Vendor subcontracts any portion of the Contract the Vendor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor,
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Vendor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

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

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

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

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

1. WORKERS' COMPENSATION INSURANCE

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

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

3. EVIDENCE OF COVERAGE

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

121962 O3

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

These certificates or the cover sheet shall reference the solicitation number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Vendor to maintain such insurance, then the Vendor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

4. DEVIATIONS

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Vendor.

K. ANTITRUST

The Vendor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

L. CONFLICT OF INTEREST

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

Vendor further certifies that vendor will not employ any individual known by vendor to have a conflict of interest nor shall vendor take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, vendor shall provide with its solicitation response a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall solicitation response evaluation.

M. ADVERTISING

The Vendor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

N. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Nonnegotiable)

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


3. ICT means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Vendor hereby agrees ICT includes computers and peripheral equipment, information kiosks and transaction machines, telecommunications equipment, customer premises equipment, multifunction office machines, software, applications, web sites, videos, and electronic documents. For the purposes of these assurances, ICT does not include ICT that is used exclusively by a Vendor.
- O. **DISASTER RECOVERY/BACK UP PLAN**
The Vendor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods and services as specified under the specifications in the contract in the event of a disaster.
- P. **DRUG POLICY**
Vendor certifies it maintains a drug free workplace environment to ensure worker safety and workplace integrity. Vendor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.
- Q. **WARRANTY**
Despite any clause to the contrary, the Vendor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Vendor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to the State, or if Vendor is unable to perform the services as warranted, Vendor shall reimburse the State all fees paid to Vendor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.
- R. **TIME IS OF THE ESSENCE**
Time is of the essence with respect to Vendor's performance and deliverables pursuant to this Contract.

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.)
		

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.

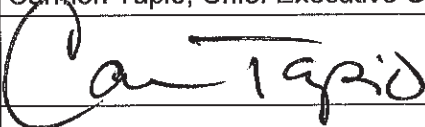
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603, DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Vendors. This information is for statistical purposes only and will not be considered for contract award purposes.

☒ **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:	North End Teleservices, LLC
ADDRESS:	1500 N 24th Street, Suite 111, Omaha, NE 68110
PHONE:	402-934-5482
EMAIL:	ctapio@northendteleservices.com
BIDDER NAME & TITLE:	Carmen Tapio, Chief Executive Officer
SIGNATURE:	
DATE:	06/26/2025

VENDOR COMMUNICATION WITH THE STATE CONTACT INFORMATION (IF DIFFERENT FROM ABOVE)	
NAME:	Christopher Phillips
TITLE:	Chief Operating Officer
PHONE:	402-596-5975
EMAIL:	cphillips@northendteleservices.com

COST PROPOSAL
NDOL Call Center Support for Unemployment Insurance Services
RFP 121962 - o3
Bidder's Name: North End Teleservices LLC

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)	\$7,200.00	\$7,380.00	\$7,565.00	\$7,754.00	\$7,948.00
V.D. a	Project Planning and Management	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
V.D. b	Outline and phase management	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
V.D. c	Daily First Tier Support and call reporting (paid biweekly)	\$1,283,508.00	\$1,315,596.00	\$1,348,486.00	\$1,382,198.00	\$1,416,753.00
	Total Project Costs	\$1,290,708.00	\$1,322,976.00	\$1,356,051.00	\$1,389,952.00	\$1,424,701.00