

## **United Way of the Midlands**

### **Response to Request for Proposal (RFP)**

#### **Nebraska Department of Labor (NDOL) Unemployment Insurance Services Call Center 121962 O3**



**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 1<sup>st</sup> 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](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](mailto: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: <a href="https://nebraska.sharefile.com/r-r35a276529f4b4c6a932d17507b6a068e">https://nebraska.sharefile.com/r-r35a276529f4b4c6a932d17507b6a068e</a>	June 6, 2025
3.	State responds to written questions through solicitation "Addendum" and/or "Amendment" to be posted to the Internet at: <a href="http://das.nebraska.gov/materiel/bidopps.html">http://das.nebraska.gov/materiel/bidopps.html</a>	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: <a href="https://nebraska.sharefile.com/r-r0bb979771aa6401a8e2b16bdb275898e">https://nebraska.sharefile.com/r-r0bb979771aa6401a8e2b16bdb275898e</a>  Join Webex Meeting Meeting link: <a href="https://sonvideo.webex.com/sonvideo/j.php?MTID=mdfa0b511d3cbeebc63a73dafb6d31e5e">https://sonvideo.webex.com/sonvideo/j.php?MTID=mdfa0b511d3cbeebc63a73dafb6d31e5e</a>  Meeting number (access code): 2491 475 8217 Meeting password: M9quCdyZX52  <b>Tap to join from a mobile device (attendees only)</b> <a href="tel:+14084189388">+1-408-418-9388</a> , <a href="tel:24914758217">24914758217</a> ## United States Toll  <b>Join by phone</b> <a href="tel:+14084189388">+1-408-418-9388</a> United States Toll <a href="tel:+14084189388">Global call-in numbers</a>  <b>Join from a video system or application</b> Dial <a href="tel:24914758217">24914758217</a> @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: <a href="https://das.nebraska.gov/materiel/bidopps.html">https://das.nebraska.gov/materiel/bidopps.html</a>	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](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.

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

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

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

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

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

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

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

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

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

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

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

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

**B. FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT CERTIFICATION (Nonnegotiable)**

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



**C. EMPLOYEE WORK ELIGIBILITY STATUS**

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

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

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

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

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

**E. COOPERATION WITH OTHER VENDORS**

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

**F. DISCOUNTS**

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

**G. PRICES**

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

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

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

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

**H. PERMITS, REGULATIONS, LAWS**

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

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

**I. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES**

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

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

**J. INSURANCE REQUIREMENTS**

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

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

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

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

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

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

**1. WORKERS' COMPENSATION INSURANCE**

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

**2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

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



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

<b>REQUIRED INSURANCE COVERAGE</b>	
<b>COMMERCIAL GENERAL LIABILITY</b>	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	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>	
<b>WORKER'S COMPENSATION</b>	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
<b>COMMERCIAL AUTOMOBILE LIABILITY</b>	
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
<b>UMBRELLA/EXCESS LIABILITY</b>	
Over Primary Insurance	\$5,000,000 per occurrence
<b>PROFESSIONAL LIABILITY</b>	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
<b>COMMERCIAL CRIME</b>	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$3,000,000
<b>CYBER LIABILITY</b>	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$5,000,000
<b>MANDATORY COI SUBROGATION WAIVER LANGUAGE</b>	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
<b>MANDATORY COI LIABILITY WAIVER LANGUAGE</b>	
"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 16<sup>th</sup> Street  
Lincoln, NE 68508  
[NDOL.Procurement@nebraska.gov](mailto: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](mailto: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.

X 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:	United Way of the Midlands
ADDRESS:	1229 Millwork Ave. Ste 402, Omaha, NE, 68102
PHONE:	402.522.7964
EMAIL:	sforsberg@uwmidlands.org
BIDDER NAME & TITLE:	Shawna Forsberg, President & Cheif Executive Officer
SIGNATURE:	
DATE:	06.27.2025

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

NAME:	Matthew Wallen
TITLE:	Chief Operating Officer
PHONE:	402.522.7050
EMAIL:	mwallen@uwmidlands.org





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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 email address); and	
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## 1. CORPORATE OVERVIEW

### a. BIDDER IDENTIFICATION AND INFORMATION

**Name:** United Way of the Midlands

**Address:** 1229 Millwork Avenue, Suite 402, Omaha, NE 68102-4277

**Website:** <https://unitedwaymidlands.org/>

**Entity organization (corporation, partnership, proprietorship):** Nonprofit organization under section 501(c)(3) of the Internal Revenue Code

**State of incorporation:** Nebraska

**Year in which first organized to do business:** 1923

**Has the name and form of organization changed since first organized?** Yes. The organization began as The Community Chest in 1923. The name changed to United Community Services in 1950. In 1975, the organization became United Way of the Midlands.

### b. FINANCIAL STATEMENTS

#### Contact Information for First National Bank

**Name:** Betsy Vrba

**Address:** 1620 Dodge Street, Omaha, NE 68197

**Telephone:** 402-602-6539

United Way of the Midlands is not subject to any judgment, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization or the State of Nebraska. A copy of our latest audit report is below.

## **1.b. FINANCIAL STATEMENTS**

### **Copy of Latest Audit Report**



***United Way of the Midlands  
Omaha, Nebraska***

*June 30, 2024  
With Comparative Totals for  
2023*

*Financial Statements  
and  
Independent Auditor's Report*



United Way of the Midlands  
Years ended June 30, 2024 and 2023

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## INDEPENDENT AUDITOR'S REPORT

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The Board of Directors  
United Way of the Midlands  
Omaha, Nebraska

### **Report on the Audit of the Financial Statements**

#### ***Opinion***

We have audited the financial statements of United Way of the Midlands, which comprise the statement of financial position as of June 30, 2024, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the accompanying financial statements present fairly, in all material respects, the financial position of United Way of the Midlands, as of June 30, 2024, and the changes in its net assets and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

#### ***Basis for Opinion***

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS) and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of United Way of the Midlands, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

#### ***Change in Accounting Principle***

As discussed in Note Q to the financial statements, in 2024, the entity adopted new accounting guidance ASU 2016-13, *Financial Instruments – Credit Losses (Topic 326)*. Our opinion is not modified with respect to this matter.



### ***Responsibilities of Management for the Financial Statements***

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

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

### ***Auditor's Responsibilities for the Audit of the Financial Statements***

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

In performing an audit in accordance with GAAS and Government Accounting Standards, we:

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

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

### ***Report on Summarized Comparative Information***

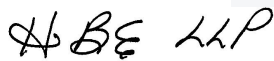
We have previously audited United Way of the Midlands's June 30, 2023 financial statements, and we expressed an unmodified audit opinion on those audited financial statements in our report dated October 6, 2023. In our opinion, the summarized comparative information presented herein as of and for the year ended June 30, 2023 is consistent, in all material respects, with the audited financial statements from which it has been derived.

### ***Supplementary Information***

Our audit was conducted for the purpose of forming an opinion on the financial statements as a whole. The accompanying schedule of expenditures of federal awards, as required by Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards is presented for purposes of additional analysis and is not a required part of the financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the accompanying schedule of expenditures of federal awards is fairly stated, in all material respects, in relation to the financial statements as a whole.

### ***Other Reporting Required by Government Auditing Standards***

In accordance with Government Auditing Standards, we have also issued our report dated October 8, 2024 on our consideration of United Way of the Midlands's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of United Way of the Midlands's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with Government Auditing Standards in considering United Way of the Midlands's internal control over financial reporting and compliance.

 HBE LLP

Lincoln, Nebraska  
October 8, 2024

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United Way of the Midlands

STATEMENT OF FINANCIAL POSITION

June 30, 2024

(With comparative totals as of June 30, 2023)

ASSETS

	2024	2023
ASSETS		
Cash and cash equivalents (note A)	\$ 1,266,064	\$ 1,888,108
Contributions receivable, 2026 campaign (less uncollectible allowance of \$0)	30,000	-
Contributions receivable, 2025 campaign (less uncollectible allowance of \$0)	30,000	-
Contributions receivable, 2024 campaign (less uncollectible allowance of \$0)	134,390	-
Contributions receivable, 2023 campaign (less uncollectible allowance of \$392,379 and \$0)	4,666,181	303,419
Contributions receivable, 2022 campaign (less uncollectible allowance of \$0 and \$442,085)	267,879	4,740,176
Contributions receivable, 2021 campaign (less uncollectible allowance of \$0)	45,204	102,501
Contributions receivable, 2020 campaign (less uncollectible allowance of \$0)	-	117,385
Grants receivable (note A)	666,796	133,556
Other receivables (note A)	490,404	135,995
Contributed nonfinancial assets receivable (notes A and F)	2,154,244	-
Other assets and prepaid expenses	211,242	309,849
Investments (notes A, B and C)	7,529,491	12,012,171
Beneficial interest in net assets held by the Omaha Community Foundation (notes B and C)	1,993,172	1,887,014
Leasehold improvements and equipment, net (notes A and E)	1,902,418	1,441,415
Operating lease right-of-use assets (notes A and F)	3,814,263	3,209,168
Total assets	<u>\$ 25,201,748</u>	<u>\$ 26,280,757</u>

LIABILITIES AND NET ASSETS

LIABILITIES		
Accounts payable and accrued expenses	\$ 325,363	\$ 309,390
Accrued payroll and related liabilities	1,075,713	722,236
Refundable advances	386,469	2,677,817
Deferred revenue	65,090	74,692
Operating lease obligations (notes A and F)	4,048,107	3,793,182
Goodfellows undistributed allocations and designations payable	-	75,000
Undistributed allocations and designations payable for the prior period campaign	391,282	77,389
Undistributed allocations and designations payable for the current period campaign	7,769,280	10,251,971
Total liabilities	<u>14,061,304</u>	<u>17,981,677</u>
NET ASSETS (note A)		
Without donor restrictions		
Board designated reserves (note H)	5,274,137	6,608,101
Board designated reserves for Goodfellows (note H)	228,241	254,504
Board designated for Goodfellows (note H)	387,592	391,372
Quasi endowment (note H)	4,299,133	3,803,883
Operating	(6,454,385)	(6,742,562)
Total net assets without donor restrictions	<u>3,734,718</u>	<u>4,315,298</u>
With donor restrictions (notes A and H)		
Perpetual in nature	3,430,544	3,427,544
Purpose restrictions	1,808,438	506,238
Time-restricted for future periods	2,166,744	50,000
Total net assets with donor restrictions	<u>7,405,726</u>	<u>3,983,782</u>
Total net assets	<u>11,140,444</u>	<u>8,299,080</u>
Total liabilities and net assets	<u>\$ 25,201,748</u>	<u>\$ 26,280,757</u>

See accompanying notes to financial statements.

United Way of the Midlands

STATEMENT OF ACTIVITIES

Year ended June 30, 2024

(With comparative totals for the year ended June 30, 2023)

	Without Donor Restrictions	With Donor Restrictions	Total 2024	2023
<b>REVENUE AND OTHER SUPPORT</b>				
Contributions				
Campaign contributions for the Fall Campaign				
Contributions received for the current period	\$ 13,386,375	\$ 2,290,117	\$ 15,676,492	\$ 16,880,585
Contributions received for the prior period (net assets released from restriction)	1,316,776	(1,316,776)	-	-
Gross campaign results	14,703,151	973,341	15,676,492	16,880,585
Less donor designations	(1,619,061)	-	(1,619,061)	(1,830,096)
Less allowance for uncollectible pledges	(437,001)	-	(437,001)	(314,610)
Total campaign contributions for the current allocation period	12,647,089	973,341	13,620,430	14,735,879
Other contributions				
Contributions restricted for offsetting campaign expenses	-	-	-	19,750
Contributions for special events and miscellaneous	782,473	-	782,473	742,552
Contributions of quasi-endowed gifts	-	-	-	250,000
Contributed nonfinancial assets (notes A and J)	1,400,007	2,154,244	3,554,251	567,957
Total other contributions	2,182,480	2,154,244	4,336,724	1,580,259
Total contributions	14,829,569	3,127,585	17,957,154	16,316,138
Government grants	7,459,420	-	7,459,420	5,186,470
Private grants	268,625	-	268,625	14,976,720
Disaster relief	1,453,441	-	1,453,441	-
Investment return, net (note B)	931,605	294,359	1,225,964	739,770
Donor designation fees	106,145	-	106,145	130,661
Contract fees	1,512,274	-	1,512,274	823,975
Gain on lease termination	460,156	-	460,156	-
Other income	40,348	-	40,348	1,686
Total revenues and other support	27,061,583	3,421,944	30,483,527	38,175,420
<b>ALLOCATIONS AND OTHER FUNCTIONAL EXPENSES</b>				
Allocations and designations to agencies	12,780,224	-	12,780,224	29,298,096
Less donor designations	(1,619,061)	-	(1,619,061)	(1,830,096)
Total allocations	11,161,163	-	11,161,163	27,468,000
Direct community services provided by United Way	12,904,688	-	12,904,688	9,164,816
Total allocations and direct community services	24,065,851	-	24,065,851	36,632,816
Other functional expenses				
Fundraising	1,531,429	-	1,531,429	2,982,191
Management and general	2,044,883	-	2,044,883	111,647
Total other functional expenses	3,576,312	-	3,576,312	3,093,838
Total allocations, designations, direct community services and other functional expenses	27,642,163	-	27,642,163	39,726,654
INCREASE (DECREASE) IN NET ASSETS	(580,580)	3,421,944	2,841,364	(1,551,234)
Net assets, beginning of year	4,315,298	3,983,782	8,299,080	9,850,314
Net assets, end of year	\$ 3,734,718	\$ 7,405,726	\$ 11,140,444	\$ 8,299,080

See accompanying notes to financial statements.

United Way of the Midlands

STATEMENT OF FUNCTIONAL EXPENSES

Year ended June 30, 2024

(With comparative totals for the year ended June 30, 2023)

	Program Services			Supporting Services			Total	
	Community Impact	Other Program Services	Total Program Services	Fundraising	Management and General	Totals Support Services	2024	2023
Allocations and designation to agencies								
Total allocations and designations to agencies	\$ 12,780,224	\$ -	\$ 12,780,224	\$ -	\$ -	\$ -	\$ 12,780,224	\$ 29,298,096
Less donor designations	(1,619,061)	-	(1,619,061)	-	-	-	(1,619,061)	(1,830,096)
Net allocations to agencies	11,161,163	-	11,161,163	-	-	-	11,161,163	27,468,000
Compensation								
Salaries	\$ 784,276	\$ 6,078,403	\$ 6,862,679	\$ 949,408	\$ 691,761	\$ 1,641,169	\$ 8,503,848	\$ 6,962,199
Employee benefits	134,346	962,454	1,096,800	137,795	107,152	244,947	1,341,747	988,668
Payroll taxes	62,229	429,092	491,321	66,694	43,346	110,040	601,361	504,294
Total personnel costs	980,851	7,469,949	8,450,800	1,153,897	842,259	1,996,156	10,446,956	8,455,161
Professional fees	29,992	585,265	615,257	46,987	111,944	158,931	774,188	692,985
Personnel costs	6,213	91,372	97,585	7,370	28,008	35,378	132,963	134,961
Supplies	24,731	601,517	626,248	31,066	22,233	53,299	679,547	300,147
Telephone	1,430	90,428	91,858	1,859	8,005	9,864	101,722	84,935
Postage and shipping	661	9,126	9,787	9,650	3,030	12,680	22,467	31,498
Occupancy	50,387	623,683	674,070	65,728	282,167	347,895	1,021,965	319,881
Repairs and maintenance	38,321	119,335	157,656	8,254	35,555	43,809	201,465	194,372
Printing, publications, and promotion	31,758	480,074	511,832	43,611	155,675	199,286	711,118	715,122
Travel and transportation	18,895	215,385	234,280	4,709	4,869	9,578	243,858	136,281
Events, conferences, and meetings	15,485	232,218	247,703	48,004	85,263	133,267	380,970	537,023
Organizational dues	4,811	44,120	48,931	4,936	12,172	17,108	66,039	52,704
Awards and gifts	1,116	19,849	20,965	1,451	6,251	7,702	28,667	31,532
Insurance	1,855	26,137	27,992	2,411	10,387	12,798	40,790	87,045
United Way Worldwide membership fee	7,713	93,327	101,040	10,027	43,192	53,219	154,259	189,304
Miscellaneous	3,302	30,559	33,861	3,317	14,143	17,460	51,321	2,137
Loss on disposal of property and equipment	51,417	659,426	710,843	66,842	287,932	354,774	1,065,617	-
Depreciation	16,393	227,587	243,980	21,310	91,798	113,108	357,088	293,566
Total non-personnel expenses	304,480	4,149,408	4,453,888	377,532	1,202,624	1,580,156	6,034,044	3,803,493
TOTAL FUNCTIONAL EXPENSES	\$ 12,446,494	\$ 11,619,357	\$ 24,065,851	\$ 1,531,429	\$ 2,044,883	\$ 3,576,312	\$ 27,642,163	\$ 39,726,654

See accompanying notes to financial statements.



United Way of the Midlands

STATEMENT OF CASH FLOWS

Year ended June 30, 2024

(With comparative totals for the year ended June 30, 2023)

	<u>2024</u>	<u>2023</u>
Cash flows from operating activities		
Increase (decrease) in net assets	\$ 2,841,364	\$ (1,551,234)
Adjustments to reconcile increase (decrease) in net assets to net cash provided (used) by operating activities		
Depreciation	357,088	293,566
Reduction in the carrying amount of right-of-use assets	396,441	209,707
Reinvested investment income	(394,095)	(363,772)
Realized and unrealized gain on investments	(898,906)	(443,986)
Gain on lease termination	(460,156)	-
Loss on disposal of property and equipment	1,065,617	-
Contributed nonfinancial assets receivable	(2,154,244)	-
(Increase) decrease in assets		
Contributions receivable	89,827	(784,320)
Grants receivable	(533,240)	398,893
Other receivables	(354,409)	(135,995)
Other assets and prepaid expenses	98,607	740,282
Beneficial interests	(106,158)	(64,652)
Increase (decrease) in liabilities		
Accounts payable and accrued expenses	15,973	(105,906)
Accrued payroll and related liabilities	353,477	79,478
Refundable advances	(2,291,348)	1,945,907
Deferred revenue	(9,602)	26,872
Operating lease obligations	(286,455)	(241,054)
Undistributed allocations and designations	(2,243,798)	57,875
Net cash provided (used) by operating activities	<u>(4,514,017)</u>	<u>61,661</u>
Cash flows from investing activities		
Purchase of property and equipment	(1,883,708)	(124,719)
Purchase of investments	(10,560,438)	(7,396,409)
Proceeds from sale of investments	<u>16,336,119</u>	<u>6,494,833</u>
Net cash provided (used) by investing activities	<u>3,891,973</u>	<u>(1,026,295)</u>
Net decrease in cash	(622,044)	(964,634)
Cash and cash equivalents, beginning of year	<u>1,888,108</u>	<u>2,852,742</u>
Cash and cash equivalents, end of year	<u>\$ 1,266,064</u>	<u>\$ 1,888,108</u>
Supplemental cash flows information:		
Right-of-use assets obtained in exchange for operating lease obligations upon ASC 842 implementation	<u>\$ -</u>	<u>\$ 3,975,649</u>
Right-of-use assets obtained in exchange for operating lease obligations post ASC 842 implementation	<u>\$ 4,131,243</u>	<u>\$ 58,587</u>

See accompanying notes to financial statements.

NOTES TO FINANCIAL STATEMENTS

The United Way of the Midlands (the Organization) is a not-for-profit corporation which incorporated in 1923 and is governed by a volunteer Board of Directors. The mission of United Way of the Midlands is We *UNITE* our community's *CARING SPIRIT* to build a *STRONGER* tomorrow. The guiding principles of United Way of the Midlands are to build trust in everything we do, extend grace by thinking by yourself, show grit by bringing it every day, be open to embracing others' differences, actively engage by listening and sharing, and live curiously to learn constantly. United Way of the Midlands is a powerful partnership of people and organizations that care about our community's future. United Way of the Midlands recruits those who have the passion, expertise and resources we need to get things done. Together, we create life-changing opportunities in education, financial stability and health, the building blocks of a good life, so our neighbors can grow stronger and remain independent.

**NOTE A - SUMMARY OF ACCOUNTING POLICIES**

A summary of significant accounting policies consistently applied in the preparation of the accompanying financial statements follows:

**Method of Accounting.** The accompanying financial statements of the Organization have been prepared on the accrual basis of accounting.

**Comparative Financial Information.** The financial statements include certain prior year summarized comparative information in total but not by net asset class. Such information does not include sufficient detail to constitute a presentation in conformity with GAAP. Accordingly, such information should be read in conjunction with the Organization's financial statements for the year ended June 30, 2023, from which summarized information was derived.

**Cash and Cash Equivalents.** For purposes of the statements of cash flows, the Organization considers all highly liquid investments with a maturity of three months or less to be cash equivalents. Cash and cash equivalents are measured at amortized cost, thus, evaluated for expected credit losses. Based on management's review of historical data in addition to current conditions and forecasts, The Organization has not recognized an expected credit loss.

**Contributions Receivable.** Contributions are recognized when the donor makes a promise to give that is, in substance, unconditional. Unconditional promises to give that are expected to be collected or paid in more than one year are recognized at the present value of estimated future cash flows. Management provides for probable uncollectible unconditional promises receivable through a charge to net assets and a credit to a valuation allowance based on a 5-year historical average, adjusted by management's estimate of current economic factors, and applied to gross campaign contributions, including donor designations. Balances that are still outstanding after management has used reasonable collection efforts are written off through a charge to the valuation allowance and a credit to unconditional promises receivable. Changes in the valuation allowance have not been material to the financial statements.

**Grants Receivable.** Grants receivable are stated at the amount management expects to collect from balances outstanding at year-end. Based on management's assessment of the credit history of grantors having outstanding balances and current relationships with them, it has concluded that realization losses on balances outstanding at year-end will be immaterial.

NOTES TO FINANCIAL STATEMENTS

**NOTE A - SUMMARY OF ACCOUNTING POLICIES - CONTINUED**

**Other Receivables.** Other receivables are stated at the amount management expects to collect from balances outstanding at year-end. Based on management's assessment of the credit history of donors having outstanding balances and current relationships with them, it has concluded that realization losses on balances outstanding at year-end will be immaterial.

**Investments.** Investments in marketable securities, including equity and debt securities, with readily determinable fair values are reported at their fair values in the statement of financial position. Unrealized gains and losses are included in the statements of activities. Donated securities are recorded as contributions equal to the fair market value of the securities at the date of gift.

**Fair Value Measurements.** Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at measurement date. The Organization utilizes a framework to prioritize the inputs to valuation techniques used to measure fair value. The hierarchy gives the highest priority to unadjusted quoted prices in active markets for identical assets or liabilities (level 1 measurements) and the lowest priority to unobservable inputs (level 3 measurements). The three levels of the fair value hierarchy are described as follows:

- |         |  |
|---------|--|
| Level 1 | Inputs to the valuation methodology are unadjusted quoted prices for identical assets or liabilities in active markets that the Organization has the ability to access.  |
| Level 2 | <p>Inputs to the valuation methodology include:</p> <ul style="list-style-type: none"> <li>• quoted prices for similar assets or liabilities in active markets;</li> <li>• quoted prices for identical or similar assets or liabilities in inactive markets;</li> <li>• inputs other than quoted prices that are observable for the asset or liability;</li> <li>• inputs that are derived principally from or corroborated by observable market data by correlation or other means.</li> </ul> <p>If the asset or liability has a specified (contractual) term, the level 2 input must be observable for substantially the full term of the asset or liability.</p> |
| Level 3 | Inputs to the valuation methodology are unobservable and significant to the fair value measurement.  |

The asset or liability's fair value measurement level within the fair value hierarchy is based on the lowest level of any input that is significant to the fair value measurement. Valuation techniques used need to maximize the use of observable inputs and minimize the use of unobservable inputs.

**Leasehold improvements and Equipment and Depreciation.** Leasehold improvements and equipment are carried at cost, if purchased and at fair market value at the date of contribution, if received by donation, less accumulated depreciation. Depreciation is provided for in amounts sufficient to relate the cost of depreciable assets to operations over their estimated useful lives computed primarily on the straight-line method. Property and equipment are depreciated over estimated useful lives as follows:

Buildings and improvements	7 - 20 years
Furniture, equipment and software	3 - 10 years
Vehicles	10 years

It is the Organization's policy to capitalize property and equipment over \$5,000. Lesser amounts are expensed.



NOTES TO FINANCIAL STATEMENTS

**NOTE A - SUMMARY OF ACCOUNTING POLICIES - CONTINUED**

**Leases.** At inception, the Organization determines if a contract is or includes a lease arrangement. The Organization's lease commitments include office space and equipment. The following describes the Organization's accounting policies related to its leasing arrangements:

As lessee

Leased assets represent the right to control the use of an identified asset for the lease term and lease obligations represent the obligation to make lease payments arising from the lease. The Organization recognizes a right-of-use asset and related obligation at the commencement date, generally based on the present value of lease payments over the lease term using the Organization's risk free rate. Leases with an initial term of 12 months or less, including month to month leases, are not recorded on the balance sheet and are expensed on a straight-line basis.

*Operating Leases*

Operating lease assets and liabilities are recognized separately on the Organization's statement of financial position. The Organization recognizes a single lease expense on a straight-line basis over the lease term. Nonlease components are expensed as incurred.

**Accrued Vacation.** The Organization's vacation policy allows full-time employees 160 hours of vacation time. Vacation time is also available on a pro-rata basis for part-time employees. Up to 240 hours of accrued vacation time may be carried into a new fiscal year but no more than 240 hours may be accumulated and unused at any time. All accumulated vacation time is paid out upon termination. Accrued vacation for the years ended June 30, 2024 and 2023, was \$585,274 and \$433,887, respectively.

**Net Asset Classification.** Net assets, revenues, gains, and losses are classified based on the existence or absence of donor or grantor imposed restrictions. Accordingly, net assets and changes therein are classified and reported as follows:

**Without donor restrictions.** Net assets available for use in general operations and not subject to donor or grantor restrictions. The governing board has designated, from net assets without donor restrictions, net assets for an operating reserve and board-designated endowment.

**With donor restrictions.** Net assets subject to donor- or grantor-imposed restrictions. Some donor-imposed restrictions are temporary in nature, such as those that will be met by the passage of time or other events specified by the donor. Other donor-imposed restrictions are perpetual in nature, where the donor stipulates that resources be maintained in perpetuity. Gifts of long-lived assets and gifts of cash restricted for the acquisition of long-lived assets are recognized as revenue when the assets are placed in service. Donor-imposed restrictions are released when a restriction expires, that is, when the stipulated time has elapsed, when the stipulated purpose for which the resource was restricted has been fulfilled, or both, and are reported in the statements of activities as net assets released from restrictions.

Contributions restricted by donors received in the same period when the associated stipulated time or purpose restriction is accomplished are reported as increases in net assets without donor restrictions. All other donor-restricted contributions are reported as increases in net assets with donor restrictions, depending on the nature of the restrictions.

NOTES TO FINANCIAL STATEMENTS

**NOTE A - SUMMARY OF ACCOUNTING POLICIES - CONTINUED**

**With donor restrictions. - Continued** The State of Nebraska adopted UPMIFA effective September 1, 2007. The Organization adopted the Financial Accounting Standards Board's guidance and required disclosures for the year ended June 30, 2010. The Board of Directors has interpreted UPMIFA as requiring the preservation of the fair value of the original gift as of the gift date of the donor-restricted endowment funds absent donor stipulations to the contrary. As a result of this interpretation, the Organization classifies as net assets with donor restrictions to be held in perpetuity, the original value of the gifts donated and subsequent gifts to the permanent endowment. The accumulations to the donor-restricted endowment that are not classified as net assets with donor restrictions to be held in perpetuity are classified as purpose restricted net assets with donor restrictions until those amounts are appropriated for expenditure by The Organization in a manner consistent with the standard of prudence prescribed by UPMIFA. Purpose restricted net assets also include general limitation endowment funds with an unfulfilled restriction on the purpose for which the monies from the fund may be applied and the specific limitation endowment funds for which the donor allows some principal invasions in the gift instrument.

In accordance with UPMIFA, the Organization considers the following factors in making a determination to appropriate or accumulate donor-restricted endowment funds:

- (1) The duration and preservation of the fund
- (2) The purposes of the Organization and the donor-restricted endowment fund
- (3) General economic conditions
- (4) The possible effect of inflation and deflation
- (5) The expected total return from income and the appreciation of investments
- (6) Other resources of the Organization
- (7) The investment policies of the Organization

**Endowment Investment and Payout Policies.** The Organization has adopted investment and payout policies for endowment assets that attempt to provide a predictable stream of funding to programs supported by its endowment funds while seeking to maintain the purchasing power of the endowment assets. The Organization's investment and payout policies, which have been approved by the Organization's Board of Directors, work together to achieve this objective. The investment policy establishes an achievable return objective through diversification of asset classes. The current investment objective is to achieve an average rate of return of approximately 8% annually.

To satisfy its objectives, the Organization relies on a total return strategy in which investment returns are achieved through both capital appreciation (realized and unrealized) and current yield (interest and dividends). The Organization targets a diversified asset allocation between equity and debt securities to achieve its return objectives within prudent risk parameters.

The Organization has a policy for the assets held by the Omaha Community Foundation of appropriating for distribution each year 4.5% of its endowment fund's market value as of December 31 of the year preceding the calendar year in which the distribution is planned. This amount is restricted to be utilized as a perpetual gift to the annual United Way of the Midlands campaign drive.

NOTES TO FINANCIAL STATEMENTS

**NOTE A - SUMMARY OF ACCOUNTING POLICIES - CONTINUED**

**Endowment Investment and Payout Policies. – Continued** The Organization has a trust which must be maintained in perpetuity. The Organization has a policy for the assets held by the bank under the trust of appropriating for distribution each year 4.5% of its market value as of June 30 of the year preceding the fiscal year in which the distribution is planned. This amount is restricted to serve those with developmental and intellectual disabilities.

**Revenue Recognition.** The following is a description of the Organization's principal sources of revenue:

*Contributions:* Contributions are recognized when a donor makes a promise to give that is, in substance, unconditional. Conditional promises to give, that is, those with a measurable performance or other barrier, and a right of return, are not recognized until the conditions on which they depend have been substantially met. At June 30, 2023, the Organization has conditional grants totaling \$250,000 for which no amounts had been received in advance and they have not yet been recognized in the accompanying financial statements. The Organization did not have any conditional grants in 2024.

*Grant Revenue:* Grants are recorded as revenue when the related approved expenditures are made. Unearned grant revenue represents advances of grant funds received prior to the incurrence of related costs by the Organization. At June 30, 2024, the Organization had conditional grants totaling \$385,760 for which amounts were received in advance and included in refundable advances on the statement of financial position. At June 30, 2023, the Organization has conditional grants totaling \$2,685,144 for which no amounts had been received in advance and they have not yet been recognized in the accompanying financial statements.

*Contract Fees:* Contracts are evaluated for performance obligations to determine the nature of the goods or services provided by the Organization. Revenue for performance obligations satisfied over time are recognized over the period based on time elapsed or on a cost-to-cost method based on the language in the agreement. For the year ended, June 30, 2024 and 2023, the Organization recognized contract fee revenue of \$1,512,274 and \$823,975 from services that transfer to the other entities over time.

**Functional Expenses.** The costs of providing various programs and other activities have been summarized on a functional basis in the statement of activities and in the statement of functional expenses. Accordingly, certain costs have been allocated among the programs and supporting services based on the estimated time spent.

**Advertising.** Advertising costs of the Organization are expensed as incurred. Advertising expense was \$535,266 and \$572,570 for the years ended June 30, 2024 and 2023, respectively.

**Contributed Nonfinancial Assets.** Contributed nonfinancial assets are recorded as contributions at their estimated fair values at the date of donation. Donated services are recognized as contributions if the services (a) create or enhance non-financial assets or (b) require specialized skills, are performed by people with those skills, and would have otherwise been purchased by the Organization.

It is the Organization's policy to sell all contributed assets immediately upon receipt at auction or for salvage unless the asset is restricted for use in a specific program by the donor.

United Way of the Midlands

NOTES TO FINANCIAL STATEMENTS

**NOTE A - SUMMARY OF ACCOUNTING POLICIES - CONTINUED**

**Income Taxes.** The Organization is exempt from Federal income taxes under Section 501(c)(3) of the Internal Revenue Code. As such, income earned in the performance of its exempt purpose is not subject to income tax. Any income earned through unrelated business activities is subject to income tax at normal corporate rates. For the years ended June 30, 2024 and 2023, the Organization had no tax liability on unrelated business activity. The Organization believes that they have appropriate support for any tax positions taken, and as such, do not have any uncertain tax positions that are material to the financial statements.

The Organization's Federal Returns of Organizations Exempt from Income Tax (Form 990) for June 30, 2024, 2023, and 2022 are subject to examination by the IRS, generally for three years after they were filed.

**Use of Estimates.** The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect certain reported amounts and disclosures. Accordingly, actual results could differ from those estimates.

**NOTE B - INVESTMENTS**

Investments consist of the following:

	2024		2023	
	Cost	Market	Cost	Market
Cash equivalents	\$ 421,404	\$ 426,124	\$ 1,161,823	\$ 1,164,944
Fixed income	2,712,099	2,645,240	7,113,537	6,762,068
Equity funds	3,325,595	4,221,349	2,917,475	3,750,660
Complementary strategies	121,085	152,787	173,512	201,458
Real estate funds	86,127	83,991	155,400	133,041
	<u>\$ 6,666,310</u>	<u>\$ 7,529,491</u>	<u>\$ 11,521,747</u>	<u>\$ 12,012,171</u>
Unrealized gain		<u>\$ 863,181</u>		<u>\$ 490,424</u>
Beneficial interest in net assets held by Omaha Community Foundation	<u>\$ 1,997,540</u>	<u>\$ 1,993,172</u>	<u>\$ 1,997,540</u>	<u>\$ 1,887,014</u>
Unrealized loss		<u>\$ (4,368)</u>		<u>\$ (110,526)</u>

Investment performance, net consists of the following:

	2024	2023
Dividends and interest	\$ 394,095	\$ 363,772
Realized gains (losses)	452,286	(116,000)
Unrealized gains	446,620	559,986
Investment expenses	<u>(67,037)</u>	<u>(67,988)</u>
	<u>\$ 1,225,964</u>	<u>\$ 739,770</u>



NOTES TO FINANCIAL STATEMENTS

**NOTE B – INVESTMENTS – CONTINUED**

On December 17, 1998, the Organization entered into an agreement establishing a fund at the Omaha Community Foundation. Although ownership and management responsibility of this fund remains with the Omaha Community Foundation, the income will continue to provide perpetual gifts to the United Way of the Midlands' campaign through distributions to the United Way of the Midlands from the Omaha Community Foundation. These assets are recognized on the financial statements as "Beneficial interest in net assets held by the Omaha Community Foundation." As of June 30, 2023, the fair value of these assets is reflected in the statement of financial position.

**NOTE C - FAIR VALUE MEASUREMENTS**

Following is a description of the valuation methodologies used for assets and liabilities measured at fair value. There have been no changes in methodologies used during the years ended June 30, 2024 and 2023.

*Investments:* Cash equivalents, fixed income, equity funds, complementary strategies and real estate funds are valued at the observable net asset value (NAV) of shares held by the Organization at year end.

*Beneficial interest in net assets held by Omaha Community Foundation:* Valued based on the fair value of the Organization's ownership interest in underlying pools at The Organization.

The preceding methods described may produce a fair value calculation that may not be indicative of net realizable value or reflective of future fair values. Furthermore, although the Organization believes its valuation methods are appropriate and consistent with other market participants, the use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

United Way of the Midlands

NOTES TO FINANCIAL STATEMENTS

**NOTE C - FAIR VALUE MEASUREMENTS – CONTINUED**

The following tables set forth the balances of assets and liabilities measured at fair value on a recurring basis as of June 30, 2024 and 2023.

June 30, 2024	Fair Value	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Cash and equivalents	\$ 426,124	\$ 426,124	\$ -	\$ -
Fixed income	2,645,240	2,645,240	-	-
Equity funds	4,221,349	4,221,349	-	-
Complementary strategies	152,787	152,787	-	-
Real estate funds	83,991	83,991	-	-
Beneficial interest in net assets held by Omaha Community Foundation	1,993,172	-	-	1,993,172
	<u>\$ 9,522,663</u>	<u>\$ 7,529,491</u>	<u>\$ -</u>	<u>\$ 1,993,172</u>
June 30, 2023	Fair Value	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Cash and equivalents	\$ 1,164,944	\$ 1,164,944	\$ -	\$ -
Fixed income	6,762,068	6,762,068	-	-
Equity funds	3,750,660	3,750,660	-	-
Complementary strategies	201,458	201,458	-	-
Real estate funds	133,041	133,041	-	-
Beneficial interest in net assets held by Omaha Community Foundation	1,887,014	-	-	1,887,014
	<u>\$ 13,899,185</u>	<u>\$ 12,012,171</u>	<u>\$ -</u>	<u>\$ 1,887,014</u>

The following table sets forth a summary of changes in the fair value of the Organization's level 3 assets for the year ended June 30, 2024 and 2023.

	2024	2023
Beginning balances	\$ 1,887,014	\$ 1,822,362
Realized and unrealized gains	153,520	116,397
Purchases	51,547	30,553
Distributions	(98,909)	(82,298)
Ending balance	<u>\$ 1,993,172</u>	<u>\$ 1,887,014</u>

United Way of the Midlands  
NOTES TO FINANCIAL STATEMENTS

**NOTE D - ENDOWMENT**

Endowment net asset composition by type of fund as of June 30, 2024 is as follows:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Donor-restricted endowment funds	\$ -	\$ 3,987,652	\$ 3,987,652
Quasi-endowment	\$ 4,299,133	\$ -	\$ 4,299,133

Changes in endowment net assets for the year ended June 30, 2024 are as follows:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Balance June 30, 2023	\$ 3,803,883	\$ 3,688,294	\$ 7,492,177
Contributions	(5,000)	3,000	(2,000)
Investment performance, net	609,291	296,358	905,649
Amounts released from restriction	(109,041)	-	(109,041)
Balance June 30, 2024	\$ 4,299,133	\$ 3,987,652	\$ 8,286,785

Endowment net asset composition by type of fund as of June 30, 2023 is as follows:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Donor-restricted endowment funds	\$ -	\$ 3,688,294	\$ 3,688,294
Quasi-endowment	\$ 3,803,883	\$ -	\$ 3,803,883

Changes in endowment net asset for the year ended June 30, 2023 are as follows:

	<u>Without Donor Restrictions</u>	<u>With Donor Restrictions</u>	<u>Total</u>
Balance June 30, 2022	\$ 3,244,415	\$ 3,779,046	\$ 7,023,461
Contributions	167,702	-	167,702
Investment performance, net	391,766	159,668	551,434
Amounts appropriated for expenditure	-	(250,420)	(250,420)
Balance June 30, 2023	\$ 3,803,883	\$ 3,688,294	\$ 7,492,177

United Way of the Midlands

NOTES TO FINANCIAL STATEMENTS

**NOTE E – LEASEHOLD IMPROVEMENTS AND EQUIPMENT**

Leasehold improvements and equipment consists of:

	<u>2024</u>	<u>2023</u>
Buildings and improvements	\$ 975,114	\$ 1,514,566
Furniture and equipment	473,771	509,579
Vehicles	57,186	50,914
Work in progress	41,987	-
Computer equipment and software	<u>1,331,636</u>	<u>1,217,986</u>
	2,879,694	3,293,045
Accumulated depreciation	<u>(977,276)</u>	<u>(1,851,630)</u>
	<u>\$ 1,902,418</u>	<u>\$ 1,441,415</u>

Depreciation expense for the years ended June 30, 2024 and 2023 was \$357,088 and \$293,566, respectively.

**NOTE F – LEASES**

On May 26, 2015, the Organization entered into a lease for its administrative office for ten years and three months; commencing on September 1, 2015, and ending on November 30, 2025. The lease contained two options to renew for 60 months each ending on November 30, 2035. The lease renewals were previously expected to be exercised, but on February 29, 2024 the lease was terminated and the Organization paid the landlord an allowance of \$99,381.

On August 26, 2021, the Organization entered into a 60-month lease for office equipment. Under the terms of the lease, monthly rent payments are \$390.

On August 22, 2022, the Organization entered into a 60-month lease for office equipment. Under the terms of the lease, monthly rent payments are \$1,014.

On September 20, 2023, the Organization entered into a lease agreement for its administrative office commencing on October 1, 2023, and ending on December 31, 2030. Under the terms of the lease, monthly payments of \$54,818 started on February 1, 2024 and escalate every year. As monthly payments are under fair market value, the Organization has recorded a receivable for contributed nonfinancial assets for the remainder of the lease. At June 30, 2024, contributed nonfinancial assets receivable is \$2,154,244.

Operating lease right-of-use assets and lease obligations were as follows:

	<u>2024</u>	<u>2023</u>
Right-of-use assets	<u>\$ 3,814,263</u>	<u>\$ 3,209,168</u>
Lease obligations		
Current	510,099	257,200
Noncurrent	<u>3,538,008</u>	<u>3,535,982</u>
	<u>\$ 4,048,107</u>	<u>\$ 3,793,182</u>

Operating lease expenses for the years ended June 30, 2024 and 2023 was \$733,578 and \$328,014, respectively.



United Way of the Midlands  
NOTES TO FINANCIAL STATEMENTS

**NOTE F – LEASES - CONTINUED**

Average operating lease terms and discount rate at were as follows:

Weighted average remaining lease term (years):	6.46	12.28
Weighted average discount rate:	4.59%	3.04%

The following summarizes cash paid for operating lease obligations and other non-cash information:

	<u>2024</u>	<u>2023</u>
Cash paid for amounts included in measurement of operating lease obligations - operating cash flows	<u>\$ 623,592</u>	<u>\$ 359,361</u>
Right-of-use assets obtained in exchange for operating lease obligations	<u>\$ 4,131,243</u>	<u>\$ 58,587</u>

The aggregate future lease payments below summarize the remaining future undiscounted cash flows for operating leases as of June 30, 2024, and a reconciliation to operating lease obligations reported on the statement of financial position:

<u>Year ending June 30,</u>	
2024	\$ 682,889
2026	699,540
2027	712,706
2028	722,326
2029	735,190
Thereafter	<u>1,135,006</u>
Total minimum lease payments	4,687,657
Less: present value discount	<u>(639,550)</u>
Operating lease obligations	<u>\$ 4,048,107</u>

## NOTES TO FINANCIAL STATEMENTS

**NOTE G - LIQUIDITY AND AVAILABILITY**

Financial assets available for general expenditure, that is, without donor or other restrictions limiting their use, within one year of the statement of financial position date, comprise the following:

	2024	2023
Financial assets at year end:		
Cash and cash equivalents	\$ 1,266,064	\$ 1,888,108
Contributions receivables	5,173,654	5,263,481
Grants receivable	666,796	133,556
Other receivables	490,404	135,995
Investments	7,529,491	12,012,171
Beneficial interest in net assets held by the Omaha Community Foundation	1,993,172	1,887,014
Total financial assets	17,119,581	21,320,325
Donor imposed restrictions		
Perpetual in nature	(3,430,544)	(3,427,544)
Purpose restricted	(1,808,438)	(506,238)
Time-restricted for future periods	(12,500)	(50,000)
Net financial assets after donor imposed restrictions	11,868,099	17,336,543
Internal designations		
Board designated reserves	(5,274,137)	(6,608,101)
Board designated reserves for Goodfellows	(228,241)	(254,504)
Board designated for Goodfellows	(387,592)	(391,372)
Quasi endowment	(4,299,133)	(3,803,883)
Financial assets available to meet general expenditures within one year	<u>\$ 1,678,996</u>	<u>\$ 6,278,683</u>

The Organization receives contributions designated by donors and considers contributions designated for programs which are ongoing, major and central to its operations to be available to meet cash needs for general expenditures. For the year ended June 30, 2024, designated contributions of \$1,508,566 were included in the financial assets available to meet cash needs for general expenditures within one year.

The Organization's endowment funds consist of donor-restricted endowments and funds designated by the Board as endowments. Income from donor-restricted endowments is restricted for specific purposes, with the exception of the amounts available for general use. Donor-restricted endowment funds are not available for general expenditure.

The quasi-endowment of \$4,299,133 is subject to an annual spending rate of 4.5% as described in Note A. Although the Organization does not intend to spend from this quasi endowment, unless approved by the Board for specific program purposes, these amounts could be available if necessary.

The board designated reserves of \$5,502,378 is made up of three months of operating expenses and payout to community partner agencies, proceeds from the sale of a prior building and funds designated by the Board to supplement programs not funded by the annual campaign. These amounts are available for spending, subject to Board approval. These board designated reserves along with \$1,678,996 of funds available for general expenditures in the next fiscal year from above combine to \$7,181,374 of funds available to meet expenditures in the next year.

## NOTES TO FINANCIAL STATEMENTS

**NOTE G - LIQUIDITY AND AVAILABILITY - CONTINUED**

The Organization manages its liquidity and reserves following three guiding principles: operating within a prudent range of financial soundness and stability, maintaining adequate liquid assets to fund near-term operating needs and maintaining sufficient reserves to provide reasonable assurance that long-term obligations will be discharged.

**NOTE H - NET ASSETS**Net Assets Without Donor Restrictions*Board Designated Reserve*

United Way of the Midlands holds investments which have been designated by the Board of Directors as a reserve restricted for expenditures which are not funded by annual campaign contributions. Examples of such expenditures include capital purchases, funding for unbudgeted emergency services, and other miscellaneous unforeseen and/or non-routine expenditures. All expenditures charged to the Board Designated Reserve must be approved by the Board of Directors.

*Board Designated for Goodfellows*

United Way of the Midlands holds contributions for the benefit of Goodfellows to be used to continue to help individuals and families stay in their homes, put food on the table and keep the lights and heat on during difficult times. The agreement between the Organization and Goodfellows notes that funds received related to this agreement or donations to Goodfellows will not be commingled with other money raised or invested by the Organization.

*Quasi-Endowment*

Quasi-endowment net assets consist of funds designated by the Board of Directors to function as an endowment.

Net Assets With Donor Restrictions*Purpose and Time Restricted Net Assets*

Purpose and time restricted net assets are assets primarily from the Fall United Way of the Midlands Campaign, which donors restricted for the following year. Purpose and time restricted net assets consist of the following:

	<u>2024</u>	<u>2023</u>
Endowment earnings restricted for specific purposes	\$ 557,108	\$ 12,330
Funding to offset future direct program expenses	3,418,074	293,488
Contributions for grant disbursements	<u>-</u>	<u>250,420</u>
	<u>\$ 3,975,182</u>	<u>\$ 556,238</u>

United Way of the Midlands  
NOTES TO FINANCIAL STATEMENTS

**NOTE H - NET ASSETS – CONTINUED**

Net Assets With Donor Restrictions -Continued

*Perpetual in Nature*

Perpetual in nature net assets consist of investments endowed for which donor restriction stipulates that the original gift be maintained in perpetuity. Income derived from the donated assets are restricted to be used as an annual pledge to the campaign.

Net Assets Released from Restriction

Net assets were released from donor restrictions by incurring expenses satisfying the restricted purposes or by occurrence of other events specified by donors.

	<u>2024</u>	<u>2023</u>
Expiration of time restrictions	\$ 298,567	\$ 534,636
Satisfaction of purpose restrictions		
Developmental and intellectual disabilities	-	250,420
Basic needs	29,813	27,376
211 Contact Center	26,461	-
JAG NE Program	163,549	-
JAG NE Program Expansion	57,633	25,967
Shine Bright	267	-
Mental Health Initiative	151,486	219,536
Nebraska Iowa Tornado Relief Fund	589,000	-
	<u>\$ 1,316,776</u>	<u>\$ 1,057,935</u>

**NOTE I - RETIREMENT PLAN**

The Organization sponsors a 401(k) defined contribution retirement plan for all regular, full-time employees who completed one year of eligible service. The Organization will match all employee contributions up to 3% and may make discretionary contributions as well. Total expense incurred was \$521,974 and \$403,700 for the years ended June 30, 2024 and 2023, respectively.

**NOTE J – CONTRIBUTED NONFINANCIAL ASSETS**

Several companies sponsored Community Ambassadors who provided approximately 2,017 and 2,429 hours of service to the Organization during the years ended June 30, 2024 and 2023, respectively. During the year ended June 30, 2024, all of the hours were sponsored totaling \$48,152, made up of \$21,000 of contributions restricted to offsetting campaign expenses and \$27,152 of contributed nonfinancial assets restricted to offsetting campaign expenses. During the year ended June 30, 2023, all of the hours were sponsored totaling \$46,923, made up of \$19,750 of contributions restricted to offsetting campaign expenses and \$27,173 of contributed nonfinancial assets restricted to offsetting campaign expenses.



United Way of the Midlands

NOTES TO FINANCIAL STATEMENTS

**NOTE J – CONTRIBUTED NONFINANCIAL ASSETS - CONTINUED**

For the year ended June 30, 2024, contributed nonfinancial assets recognized as revenue within the statements of activities consist of the following:

	Without Donor Restrictions	With Donor Restrictions	Total
Advertising	\$ 102,266	\$ 204,575	\$ 306,841
Personnel	-	21,000	21,000
Supplies	32,006	41,091	73,097
Professional services	78,387	18,735	97,122
Leases/facilities	174,364	2,248,027	2,422,391
Office equipment	633,800	-	633,800
	<u>\$ 1,020,823</u>	<u>\$ 2,533,428</u>	<u>\$ 3,554,251</u>

For the year ended June 30, 2023, contributed nonfinancial assets recognized as revenue within the statements of activities consist of the following:

	Without Donor Restrictions	With Donor Restrictions	Total
Advertising	\$ 219,459	\$ 264,511	\$ 483,970
Personnel	-	27,173	27,173
Supplies	1,651	18,936	20,587
Professional services	32,007	4,220	36,227
	<u>\$ 253,117</u>	<u>\$ 314,840</u>	<u>\$ 567,957</u>

The nonfinancial assets listed above were recognized as revenues within contributed nonfinancial assets. As of June 30, 2024, there were \$2,154,244 of time restrictions relating to leases/facilities, thus, reflected in the statement of activities as net assets with donor restrictions. The remaining restrictions noted above for the years ended June 30, 2024 and 2023, were met, thus, amounts were reflected in the statement of activities as net assets without donor restrictions.

Contributed items were utilized in the following programs:

*Advertising:* Items were used for special events related to fundraising initiatives for Operations, 211, and JAG NE & Goodfellows programming.

*Personnel:* Items were used for loaned executive for UWM Campaign.

*Supplies:* Items were used for volunteerism events and special events related to fundraising initiatives.

*Professional Services:* Items were used for the Organization's operations, 211 and JAG NE programming, and special events related to fundraising incentives.

*Lease/Facilities:* Space was used for the Organization's operations, 211 and JAG NE programming, and special events related to fundraising incentives.

*Office Equipment:* : Items were used for special events related to fundraising initiatives for Operations, 211, and JAG NE & Goodfellows programming.

United Way of the Midlands  
NOTES TO FINANCIAL STATEMENTS

**NOTE K – PARTICIPATION PARTNER AGREEMENTS**

The Organization has a contractual agreement with the Community Health Charities of Nebraska (CHC) whereby these two agencies would conduct a joint fund-raising campaign in the counties of Douglas, Sarpy, and Pottawattamie. Under the contract, CHC receives 4.75% of the “adjusted net campaign contributions” as defined by the terms of the agreement.

The Organization has agreed to be a national distributor for certain companies. Payroll deductions are forwarded to the Organization where these funds are distributed on a quarterly basis to all United Way organizations. No administrative fee is charged, however, the short-term income earned on the funds while they reside in the Organization’s accounts is used to offset the cost of providing this service. As of June 30, 2024 and 2023, \$395,030 and \$374,140 was included in cash and cash equivalents and in undistributed funds payable for the current period campaign.

**NOTE L – UNITED WAY WORLDWIDE COST DEDUCTION STANDARDS**

The Organization has committed to comply with the United Way Worldwide cost deduction standards, which govern how expenses are recovered from contributions designated to specific agencies or other United Way organizations. The Organization has also committed to all of the other United Way Worldwide membership requirements and provides a written compliance certification to the Board of Directors and the United Way Worldwide on an annual basis.

**NOTE M - CONCENTRATIONS OF CREDIT RISK**

Financial instruments which potentially subject the Organization to concentrations of credit risk consist principally checking and money market accounts at a financial institution. Accounts at each institution are insured by the FDIC up to \$250,000. At June 30, 2024 and 2023, the bank accounts exceeded federally insured limits by \$185,045 and \$2,993,785, respectively. The Organization has not experienced any losses on such accounts.

**NOTE N – LINE OF CREDIT**

The Organization has a \$2,000,000 revolving line of credit, none of which was drawn down as of June 30, 2024. The interest rate is the prime rate, which was 8.50% at June 30, 2024. The line of credit expires on February 14, 2025, and is secured by an investment account of the Organization.

**NOTE O – RELATED PARTY TRANSACTIONS**

The Organizations Board of Directors includes executives from various businesses and institutions that the Organization uses for normal business activities. For the years ended June 30, 2024 and 2023, the Organization paid \$741,482 and \$604,349, respectively, for the health and dental insurance premiums of its employees. The Organization also paid \$836,118 and \$604,834, respectively, to an institution that issues the Organization its corporate credit cards.

The Organizations Board of Directors contributed \$160,637 and \$180,333 to the campaigns in 2024 and 2023, respectively.

United Way of the Midlands  
NOTES TO FINANCIAL STATEMENTS

**NOTE P – DIRECT COMMUNITY SERVICES**

Community Impact

This function is dedicated to encouraging community engagement, mobilization, and sharing a community vision. Activities include building community relationships, promotion of community involvement in priority issues, and advocating for the support of priority services. Additional activities include prioritization and research for initiative development, outcome measure development and assessment, and service implementation through fund distribution, economic development strategies, and agency designation management.

As a direct result of the strategic planning process, United Way's vision, going forward, calls for the organization to engage the passion, energy and resources of community partners and leaders, working together to help underserved vulnerable populations and improve people's lives to strengthen our entire metro area in the long-term.

United Way will be accountable to the community for achieving and communicating results of its own work, that of its partners and grant recipients. It will serve the most vulnerable among us by supporting the local safety net and take the next critical step – committing to solutions on some of our area's biggest human challenges.

*Other Program Services*

Information and Referral

When a caller dials 2-1-1, they find easy access to health and human service programs in Nebraska and Iowa. Certified Resource Specialists develop and maintain a computerized comprehensive database of nearly 4,000 health and human service programs. Individuals who need help, often in crisis situations, are connected with the right community resources by Certified Information and Referral Specialists who use the vast database. As well, individuals and groups that want to volunteer to help others can also be linked with local nonprofit groups. The 2-1-1 community resource database is also available on our website, [www.ne211.org](http://www.ne211.org). The information gathered from both agencies and callers helps to identify gaps in local human services, which can assist local policy makers with future planning efforts. Effective October 2019 with the help of funding from the State of Nebraska, the NE211 Helpline was manned 24x7x365.

Court Referral

Court Referral provides an alternative to incarceration for offenders, both youth and adults, who have been ordered by the judicial system to make retribution to the community through volunteer service. Trained specialists provide placement, monitoring and reporting services to ensure the successful completion of court ordered hours. These individuals are placed in not-for-profit organizations to provide much needed assistance in carrying out each host organization's mission. The individuals gain and enhance marketable social and job skills. The judicial system gains a cost-effective means for managing offenders. The entire community is impacted and receives benefits from this program.

NOTES TO FINANCIAL STATEMENTS

**NOTE P – DIRECT COMMUNITY SERVICES – CONTINUED**

Comprehensive Volunteerism

The Organization links prospective volunteers with local nonprofit organizations that need the help. These can be one-time, monthly or more regular volunteer projects that meet the skills and schedule of the volunteering individual or group. Also, volunteer leadership and management skills are developed and implemented through referral, training, recognition and consultation for both program service volunteers and those who wish to serve on policy making boards at local nonprofits. A community volunteer opportunity database is available on the Organization's website.

Jobs for America's Graduates (JAG)

Effective July 2020, Organization agreed to provide services to the Nebraska Department of Labor (NDOL) regarding implementation and operation of the JAG Model in Nebraska. This program established JAG accredited programs at Nebraska schools (approved in advance by NDOL) with the purpose of helping junior high and high school students overcome obstacles and build skills so they are set up for success in the classroom and workplace. This program is funded in large part by an agreement with NDOL consisting of funds provided through the United States Department of Labor and Temporary Assistance for Needy Families (TANF) funds through the United States Department of Health and Human Services.

Goodfellows

In November 2020, Organization entered into an agreement with the Omaha World Herald to transfer responsibility of the Goodfellows program to the United Way. All assets, liabilities and back-office administration of this program were transferred to United Way. At that time, United Way accepted full responsibility of the fundraising and program duties of Goodfellows. The Goodfellows program was established in the 1890's to help those in our community who had fallen on hard times, including people between jobs, the elderly, the ill, those who have experienced abuse and those facing a personal crisis with nowhere else to turn. In partnering with Goodfellows the United Way will continue to help individuals and families stay in their homes, put food on the table and keep the lights and heat on during these difficult times.

Emergency Rental Assistance Program

In April 2021, the Organization was selected as a partner agency supporting Metro Area Continuum of Care for the Homeless (MACCH) in the distribution of the City of Omaha's \$22 million grant from the U.S. Department of Treasury Emergency Rental Assistance funds. These funds are to assist Omaha citizens with rental and utility assistance due to the COVID-19 pandemic. Distributions of these funds began in July 2021 and ended in June 2023.



NOTES TO FINANCIAL STATEMENTS

**NOTE Q – NEW ACCOUNTING STANDARDS**

In June 2016, the FASB issued ASU 2016-13, *Financial Instruments – Credit Losses (Topic 326)*. ASU 2016-13 significantly changed how entities will measure credit losses for most financial assets and certain other instruments that aren't measured at fair value through net income. The most significant change in this standard is a shift from the incurred loss model to the expected loss model. Under the standard, disclosures are required to provide users of the financial statements with useful information in analyzing an entity's exposure to credit risk and the measurement of credit losses. The FASB has subsequently issued additional, clarifying standards to address issues arising from implementation of the new current expected credit loss standard. ASU 2016-13 and all subsequently issued amendments, collectively "ASC 326," is effective for annual reporting periods beginning after December 15, 2022. Financial assets held by the Organization that are subject to the guidance in FASB ASC 326 were cash and cash equivalents.

On July 1, 2023, the Organization adopted ASC 326. The impact of the adoption was not considered material to the financial statements and primarily resulted in enhanced disclosures only.

**NOTE R – RECLASSIFICATIONS**

Certain amounts in the year ended June 30, 2023 financial statements have been reclassified to conform with current year presentation. These reclassifications had no effect on the 2023 net decrease in net assets.

**NOTE S - SUBSEQUENT EVENTS**

Subsequent events have been evaluated through the audit report date, the date the financial statements were available to be issued.

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# HIBE

SUPPLEMENTAL INFORMATION

United Way of the Midlands

SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

Year ended June 30, 2024

Federal Grantor/Program or Cluster Title	Pass-Through Grantor	Assistance Listing Number	Grant Identifying Number	Federal Expenditures
<b>U.S. Department of Labor</b>				
Employment Service Cluster/ Employment Service/ Wagner-Peyser Funded Activities	Nebraska Department of Labor	17.207	023-0058-2023	\$ 150,000
<b>U.S. Department of Health and Human Services</b>				
477 Cluster/ Temporary Assistance for Needy Families	Nebraska Department of Labor	93.558	023-0058-2023	2,900,000
<b>U.S. Department of Education</b>				
COVID - 19, Governor's Emergency Education Relief Fund	Nebraska Department of Labor	84.425C	023-0010-2022	214,420
<b>U.S. Department of Treasury</b>				
COVID-19, Coronavirus State and Local Fiscal Recovery Funds	City of Omaha, Nebraska	21.027	SLFRP0230	2,685,144
<b>U.S. Department of Justice</b>				
Crime Victim Assistance	Nebraska Crime Commission	16.575	261-2024-VA1055	119,838
				<u>\$ 6,069,402</u>

NOTES TO SCHEDULE OF EXPENDITURES OF FEDERAL AWARDS

**Basis of Presentation.** The accompanying schedule of federal awards includes federal grant activity of United Way of the Midlands and is presented on the accrual basis of accounting. Grant awards are considered expended when the expense transactions associated with the grant occur. The information in this schedule is presented in accordance with the requirements of the Uniform Guidance. Therefore, some amounts presented in this schedule may differ from amounts presented in or used in the preparation of the basic financial statements.

**Subrecipients.** The Organization had no subrecipients.

**Indirect Costs.** The Organization elected to use the ten percent de minimis indirect cost rate as allowed in the Uniform Guidance, 2 CFR 200.414.





SINGLE AUDIT SECTION

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INDEPENDENT AUDITOR'S REPORT ON INTERNAL CONTROL OVER FINANCIAL  
REPORTING AND ON COMPLIANCE AND OTHER MATTERS BASED ON AN AUDIT OF  
FINANCIAL STATEMENTS PERFORMED IN ACCORDANCE  
WITH *GOVERNMENT AUDITING STANDARDS*

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Board of Directors  
United Way of the Midlands  
Omaha, Nebraska

We have audited in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States, the financial statements of United Way of the Midlands, which comprise the statement of financial position as of June 30, 2024, and the related statements of activities, functional expenses, and cash flows for the year then ended, and the related notes to the financial statements and have issued our report thereon dated October 8, 2024.

**Report on Internal Control over Financial Reporting**

In planning and performing our audit of the financial statements, we considered United Way of the Midlands's internal control over financial reporting (internal control) as a basis for designing procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of United Way of the Midlands's internal control. Accordingly, we do not express an opinion on the effectiveness of Organization's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit, we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

## Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether United Way of the Midlands's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

## Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

HBE LLP

Lincoln, Nebraska  
October 8, 2024

HBE



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REPORT ON COMPLIANCE FOR EACH MAJOR FEDERAL PROGRAM AND REPORT ON  
INTERNAL CONTROL OVER COMPLIANCE  
IN ACCORDANCE WITH THE UNIFORM GUIDANCE

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Board of Directors  
United Way of the Midlands  
Lincoln, Nebraska

**Report on Compliance for Each Major Federal Program**

***Opinion on Each Major Federal Program***

We have audited United Way of the Midlands's compliance with the types of compliance requirements identified as subject to audit in the OMB *Compliance Supplement* that could have a direct and material effect on each of United Way of the Midlands's major federal programs for the year ended June 30, 2024. United Way of the Midlands's major federal programs are identified in the summary of auditor's results section of the accompanying schedule of findings and questioned costs.

In our opinion, United Way of the Midlands complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2024.

***Basis for Opinion on Each Major Federal Program***

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States (*Government Auditing Standards*); and the audit requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the Auditor's Responsibilities for the Audit of Compliance section of our report.

We are required to be independent of United Way of the Midlands and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of United Way of the Midlands's compliance with the compliance requirements referred to above.



### ***Responsibilities of Management for Compliance***

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules and provisions of contracts or grant agreements applicable to United Way of the Midlands's federal programs.

### ***Auditor's Responsibilities for the Audit of Compliance***

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on United Way of the Midlands's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about United Way of the Midlands's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding United Way of the Midlands's compliance with the compliance requirements referred to above and performing such other procedures as we considered necessary in the circumstances.
- Obtain an understanding of United Way of the Midlands's internal control over compliance relevant to the audit in order to design audit procedures that are appropriate in the circumstances and to test and report on internal control over compliance in accordance with the Uniform Guidance, but not for the purpose of expressing an opinion on the effectiveness of United Way of the Midlands's internal control over compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

### **Report on Internal Control Over Compliance**

*A deficiency in internal control over compliance* exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. *A material weakness in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the Auditor's Responsibilities for the Audit of Compliance section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses, as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

*HBE LLP*

Lincoln, Nebraska  
October 8, 2024

HBE

United Way of the Midlands

SCHEDULE OF FINDINGS AND QUESTIONED COSTS

Year ended June 30, 2024

**Summary of Auditors' Results**

- a) An unmodified audit report was issued on the financial statements of United Way of the Midlands.
- b) No deficiencies in internal control were disclosed by the audit of the financial statements.
- c) The audit did not disclose any noncompliance which would be material to the financial statements.
- d) No control deficiencies in internal control over its major federal award programs was disclosed by the audit.
- e) An unmodified audit report was issued on compliance for United Way of the Midlands's major federal award programs.
- f) The audit disclosed no findings which were required to be reported relative to the major federal award programs.
- g) The programs tested as major were:
  - COVID-19, Coronavirus State and Local Fiscal Recovery Funds, Assistance Listing No. 21.027
- h) The dollar threshold used to distinguish between Type A and Type B programs was \$750,000.
- i) United Way of the Midlands qualified as a low-risk auditee as defined by the Uniform Guidance.

**Findings – Financial Statements Audit**

None

**Findings and Questioned Costs – Major Federal Awards Program Audit**

None

**c. CHANGE OF OWNERSHIP**

United Way of the Midlands does not anticipate any change in ownership or control during the twelve (12) months following the solicitation response due date.

**d. OFFICE LOCATION**

United Way of the Midland's office at 1229 Millwork Avenue, Suite 402, in Omaha will be responsible for performance pursuant to an award of this contract with the State of Nebraska.

**e. RELATIONSHIPS WITH THE STATE**

United Way of the Midlands (UWM) holds a strong record of performance with grants and contracts with the State of Nebraska. In the past five fiscal years, UWM has secured 26 grants and contracts totaling \$22,754,127 from the State of Nebraska through multiple sources.

**211 Nebraska**

Nebraska's Public Service Commission has provided grant funding for UWM to provide 211 services across the entire state since 2010. In Fiscal Year 2024, UWM received a \$1.275 million grant from the Nebraska Public Service Commission for 211 Nebraska to provide information about and referrals to health, human and social services organizations. In Fiscal Year 2024, UWM's 211 Contact Center received 275,000 contacts including 125,000 Nebraska contacts.

Since 2023, UWM has partnered with Nebraska's DHHS to serve as the official Aging Disability Resource Center (ADRC). As an official ADRC for Nebraska, UWM's 211 Contact Center offers personalized support and guidance to seniors, individuals with disabilities, and their families. DHHS chose UWM's 211 Contact Center to add the ADRC because of its proven track record of delivering valuable services to Nebraskans. The current DHHS grant provides \$346,125 for ADRC Nebraska. In Fiscal Year 2024, UWM's 211 Contact Center received 22,854 contacts for ADRC services.

UWM has received Victims of Crime Act (VOCA) grant funds from the Nebraska Crime Commission since 2023 for the Save our Seniors Program that provides strengths-based, trauma-informed, person-centered services and referrals to people aged 65 and older who have been victimized by abuse, neglect and/or financial exploitation. For Fiscal Year 2024, UWM received a VOCA grant of \$119,839 and assisted with 483 contacts for Save our Seniors services. The 2023 VOCA grant number is 261-2024-VA1055.

UWM has received a Title V Maternal Health grant from Nebraska's DHHS for the Help Me Grow Program since 2024. UWM's 211 Contact Center provides resources that address parents' concerns about their children's health, development, behavior, and/or learning. Families may also receive

scheduled follow-ups about previous referrals and additional concerns. In Fiscal Year 2024, UWM's 211 Contact Center received a \$84,942 grant and supported 125 contacts for Help Me Grow services.

#### Jobs for America's Graduates (JAG)

Since 2021, UWM has received funds from the Nebraska Department of Labor for training and funding for the Jobs for Americas Graduates (JAG) Nebraska program that provides professional and technical education to help students overcome barriers to success. UWM also receives Workforce Innovation and Opportunity Act (WIOA) funds to administer JAG Nebraska. In the 2024-2025 school year, UWM served 4,153 students through 81 programs in Nebraska.

UWM and the Nebraska Department of Health & Human Services (DHHS) collaborated since 2021 to offer the Jobs for Americas Graduates (JAG) Nebraska program. In Fiscal Year 2024, DHHS allocated \$2.9 million of Temporary Assistance for Needy Families (TANF) funds to JAG Nebraska. In Fiscal Year 2024, UWM served 4,153 students through 81 programs in Nebraska. In November 2024, UWM completed a full state audit and passed all audit requirements without any prompting for change or additional information.

#### Weatherization Program

UWM has received multi-year grants from multiple federal funding sources from the Nebraska Department of Environment and Energy (NDEE) for the Weatherization Assistance Program in 2024. With this grant, UWM collaborates with NDEE and OPPD to reduce energy costs with services such as insulation, ventilation, and repairs while ensuring the health and safety of low-income households in Douglas County at no cost. For Fiscal Year 2024, UWM received \$676,983 in grant funds.

### **f. BIDDER'S EMPLOYEE RELATIONS TO STATE**

United Way of the Midlands states that no party in its bidder's solicitation response is or was an employee of the State of Nebraska within the past (twelve) (12) months.

United Way of the Midlands further states that no employee of any agency of the State of Nebraska is employed by United Way of the Midlands or is a subcontractor to United Way of the Midlands as of the due date for solicitation response submission.

### **g. CONTRACT PERFORMANCE**

United Way of the Midlands has not had a contract terminated for default, convenience, non-performance, non-allocation of funds, or any other reason during the past (five) (5) years.



## h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

United Way of the Midlands (UWM) is a preferred partner for call center services with a solid record of implementing projects of similar size, scope, and complexity as the proposed contract with the Nebraska Department of Labor. UWM boasts experience as a convener and collaborator for projects with community partners, corporate leaders, and governmental agencies. In addition, UWM brings a successful history of securing and managing federal, state, and local government grants including the American Rescue Plan Act (ARPA), Workforce Innovation and Opportunity Act (WIOA), and Temporary Assistance for Needy Families (TANF).

i.

a), b), c), d), e) Please see Chart 1 below.

**Chart 1**

Customer	United Way of Central Iowa	State of Nebraska Department of Health and Human Services State Unit on Aging	Threshold Continuum of Care
Project	Iowa 211 Contact Center	Aging Disability Resource Center (ADRC)	Emergency Rental Assistance Program (ERAP)
Time Period	July 2023 – June 2028	July 2023 – June 2026	April 2021 – October 2022
Scheduled and Actual Completion	June 2028 - Scheduled completion	June 2026 - Scheduled completion	October 2022
Bidder's Responsibilities/ Call Center Services	<ul style="list-style-type: none"> <li>• Provide free and comprehensive information and referrals by phone, text, e-mail, online chat, and mobile app</li> <li>• Operate 24 hours per day/7 days per week/365 days per year</li> <li>• Serve as a one-stop source of</li> </ul>	<ul style="list-style-type: none"> <li>• Provide free and comprehensive information and referrals by phone for 1) seniors aged 60 and older, 2) people with disabilities, and 3) family members, caregivers, and advocates for both</li> <li>• Operate 24 hours per day/7 days per</li> </ul>	<ul style="list-style-type: none"> <li>• Assisted eligible households that were directly or indirectly financially impacted during the COVID-19 pandemic with rent, utility payments, and housing stability services</li> </ul>

	<p>information for people in need of assistance</p> <ul style="list-style-type: none"> <li>• Assist non-English-speaking lowans with language line translation services</li> <li>• Assist lowans with vision, hearing, and/or speech-related disabilities by using alternative communication methods</li> <li>• Train and manage staff taking calls for 211 Iowa</li> <li>• Utilize database accredited by Inform USA for information and referrals</li> <li>• Store information in contact management software system iCarol with data security and privacy protocols plus annual risk assessment for HIPAA and GDPR</li> <li>• In Fiscal Year 2024, UWM's 211 Contact Center received 150,000 contacts from</li> </ul>	<p>week/365 days per year</p> <ul style="list-style-type: none"> <li>• Serve as a one-stop source of information</li> <li>• Participate in monthly ADRC Consumer Review Team meetings</li> <li>• Assist non-English-speaking adults with language line translation services</li> <li>• Assist Nebraskans with vision, hearing, and/or speech-related disabilities by using alternative communication methods</li> <li>• Train and manage 211 staff</li> <li>• Utilize database accredited by Inform USA for information and referrals</li> <li>• Store information in contact management software system iCarol with data security and privacy protocols plus annual risk assessment for HIPAA and GDPR</li> <li>• In Fiscal Year 2024, UWM's 211 Contact Center</li> </ul>	<ul style="list-style-type: none"> <li>• Accepted applications for ERAP</li> <li>• Hired, trained, and managed 15 FTE</li> <li>• Assisted non-English-speaking callers with language line translation services</li> <li>• Assisted Nebraskans with vision, hearing, and/or speech-related disabilities by using alternative communication methods</li> <li>• For additional needs, utilized database accredited by Inform USA for information and referrals</li> <li>• Store information in contact management software system iCarol with data security and privacy protocols plus annual risk assessment for HIPAA and GDPR</li> <li>• Utilized lessons learned and best practices from</li> </ul>
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	Iowa residents and received calls from all 99 counties in Iowa	received 22,854 contacts for ADRC services	previous experience distributing rent, utility and mortgage assistance with a Coronavirus Aid, Relief, and Economic Security Act (CARES Act) grant from the Nebraska DHHS <ul style="list-style-type: none"> <li>UWM's 211 Contact Center handled 57,000 ERAP calls</li> </ul>
References	Mary Sellers President of United Way of Central Iowa (515) 246-6501 mary.sellers@unitedwaydm.org	Ben Stromberg Program Manager for Nebraska HHS Unit on Aging (402) 580-9166 Ben.stromberg@nebraska.gov	Heather Tomczak Director of Operations at Threshold (402) 320-2761 Heather@thresholdcoc.org
Prime Vendor or Subcontractor	Prime Vendor	Prime Vendor	Prime Vendor

In addition to the above, UWM has other relevant partnerships that demonstrate experience of successful performance with projects of similar size, scope, and complexity, including call center services.

Since 2008, UWM has contracted with Iowa State University Extension to operate several free and confidential hotlines (i.e., Iowa Concern, Farmer's Hotline, Teen Line, and SAGE line) on nights and weekends. In Fiscal Year 2024, UWM contracted with Iowa State University Extension for \$22,000 per year and received 2,834 contacts for Iowa State University Extension.

Since 2010, UWM has received grant funding from the Nebraska Public Service Commission to provide 211 services including information about and referrals to health, human and social services organizations for the entire state of Nebraska. In Fiscal Year 2024, UWM received a \$1.275 million grant

from the Nebraska Public Service Commission, and the UWM 211 Contact Center completed 275,000 contacts including 125,000 Nebraska contacts.

In 2022, Douglas County Emergency Management Agency developed a Disaster/Emergency Preparedness Plan for the UWM 211 Contact Center. In the event of a disaster, UWM's 211 Contact Center can be activated to disseminate information from local, county, and state governments. In April 2024, UWM's 211 Contact Center was activated and received 893 calls from Douglas County in response to the Arbor Day tornado outbreak. Within minutes of the storm, UWM initiated surge capacity plans to meet additional call demand. In July 2024, UWM received 2,100 calls from Douglas County following a destructive windstorm.

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

At United Way of Midlands (UWM), company culture revolves around the following shared values that would carry into the proposed contract with the Nebraska Department of Labor.

**Build trust in everything we do** – For more than 40 years, UWM's 211 Contact Center has provided a friendly voice and reliable information. The UWM 211 Contact Center will extend the same service to callers with unemployment insurance inquiries. Further, UWM's 211 Contact Center will handle all information in accordance with federal and state law and ethical standards for confidentiality.

**Extend grace by thinking beyond ourselves** – The UWM 211 Contact Center's Community Resource Specialists care deeply for the community and the people who live here. Under the proposed contract, UWM's Community Resource Specialists will show empathy, ask questions, make assessments, and offer help to callers with unemployment insurance inquiries.

**Show grit by bringing it everyday** – The UWM 211 Contact Center operates 24 hours per day/7 days per week/365 days per year. Under the proposed contract, UWM will prepare 15 new FTE to answer calls to the Unemployment Insurance Claims Center with thorough training and effective supervision. In particular, the UWM 211 Contact Center will prepare its staff for call volume peaks for unemployment insurance inquiries during the week and throughout the year.

**Be open to embracing others' differences** – UWM fosters a culture of respect rooted in a shared commitment to improving conditions for individuals and families. Under the proposed contract, the UWM 211 Contact Center's staff will assist callers with unemployment insurance inquiries without regard to race, color, religion, sex, creed, age, national origin or ancestry, marital status, pregnancy, veteran, or reserve status, physical or mental disability, sexual orientation and gender, or any other protected status.



**Actively engage by listening and sharing** – UWM's 211 Contact Center specifically trains its Community Resource Specialists to engage in active listening with written training based on the video entitled “Active Listening Skills” by Communication Coach Alexander Lyon. Additional training and regular feedback develop skills such as empathizing and paraphrasing to show engagement.

**Live curiously to learn constantly** – At UWM, meaningful dialogue among diverse voices lies at the heart of our work. Under the proposed contract, staff of the UWM 211 Contact Center will listen to and learn from representatives of the Department of Labor and callers with unemployment insurance inquiries to deliver consistent, high-quality support.

As a long-time provider of call center services, United Way of the Midlands (UWM) will leverage the existing infrastructure of its 211 Contact Center and its leadership team with more than 100 years of call center experience for the proposed contract with the Department of Labor. Current UWM staff will provide the requisite training, quality assurance, evaluation, database management, and leadership. UWM will hire 15 - 17 FTE Community Resource Specialists and 1 FTE Supervisor. Twenty-five percent (25%) of the new 15 – 17 FTE Community Resource Specialists will be bilingual.

The 15 – 17 FTE Community Resource Specialists will be responsible for answering calls to the (800) number for unemployment insurance inquiries. They demonstrate strong customer focus and the ability to work with diverse populations to provide appropriate resources. They will record information in the call center database and schedule callbacks when necessary. The Bilingual Community Resource Specialists will be able to speak Spanish with bilingual callers. The 15-17 FTE Community Resource Specialists will report to the 211 Manager. The job descriptions for the Community Resource Specialist and Bilingual Community Resource Specialist are attached.

The new 211 Manager will be responsible for the overall management and organization of 15 - 17 FTE Community Resource Specialists answering unemployment insurance calls. The 211 Manager will inspire and lead the team members by example. The 211 Manager will assess the Community Resource Specialists’ work and give feedback to maximize their performance. The 211 Manager will be instrumental in assuring requirements and metrics in the contract are achieved. The new 211 Manager will report to the 211 Director. The job description for the 211 Manager is attached.

Vice President of 211 Steven Rippe joined UWM as Senior Director of the UWM 211 Contact Center in May 2022. He was promoted to Vice President of 211 in December 2024. Mr. Rippe is responsible for strategic leadership, operational oversight, and expansion of 211 services. Mr. Rippe ensures that 211 provides high-quality, accessible, and innovative information and referral services to meet community needs. He also manages financial aspects and drives advocacy to enhance impact and sustainability. Mr. Rippe reports to Chief Operating Officer, Matthew Wallen. Mr. Rippe’s resume is attached.



211 Director Myria Ming joined UWM as Senior Manager of the UWM 211 Contact Center in October 2022. She was promoted to 211 Director in December 2024. Ms. Ming is responsible for the strategic leadership, operational management, and overall effectiveness of the UWM 211 Contact Center. Ms. Ming ensures the delivery of high-quality, accessible, and comprehensive information and referral services to individuals in need. She oversees staff, develops partnerships, and ensures compliance with industry standards and organizational policies. Ms. Ming reports to Vice President of 211, Steven Rippe. Her resume is attached.

211 Quality and Training Manager Kevin Richardson has served in his position since February 2025. Mr. Richardson is responsible for quality assurance and training in the UWM 211 Contact Center. Mr. Richardson develops and implements the quality management strategy that includes quality standards, quality scorecards, call monitoring, feedback and coaching, performance metric assessment, calibration, and improvement actions. He ensures that quality reviews are conducted, and he analyzes the evaluations to identify trends and opportunities to improve service levels. Mr. Richardson also leads the development and implementation of a training plan and training modules in collaboration with 211 Contact Center managers and other subject matter experts. Mr. Richardson reports to Vice President of 211, Steven Rippe. His resume is attached.

Program/Project Manager Karen Heng has contracted with UWM as a consultant since January 2022. Ms. Heng develops and implements programs such as the Nebraska Aging and Disability Resource Center (ADRC), Help Me Grow Nebraska, and Nebraska Save Our Seniors. Ms. Heng reports to Vice President of 211, Steven Rippe. Her resume is attached.

211 Community Research Manager Maret Wibel joined UWM as the 211 Community Research and Data Analyst in February 2023. She was promoted to 211 Community Research Manager in December 2024. Ms. Wibel analyzes and leverages 211 call data to uncover trends, inform decision-making, and enhance service delivery. Ms. Wibel works closely with Vice President of 211, Steven Rippe and reports to Chief Strategy Officer, Lauren Kimball. Ms. Wibel's resume is attached.

Senior Director of Grants Accounting Darienne Pokorny has served in her position since October 2023. Ms. Pokorny is responsible for overseeing grant compliance with private, local, state, and federal requirements including billing, collections, and financial reporting. She also prepares financial statements, journal entries, monthly accounting schedules, account reconciliations, audit schedules, and internal reporting. Ms. Pokorny reports to Chief Financial Officer Jim Richardson. Ms. Pokorny's resume is attached.

211 Data Resource Manager Lindsay Paulsen has served in her position since August 2004. Ms. Paulsen is responsible for oversight and maintenance of the 211 Resource Database. She manages a team of four database curators who maintain the comprehensive, searchable database. Ms. Paulsen and her team

follow processes that assure accuracy, consistency, integrity, and timeliness of the database. Ms. Paulsen also evaluates data management practices and recommends system enhancements. Ms. Paulsen reports to Vice President of 211 Steven Rippe. Ms. Paulsen's resume is attached.

Chief Operating Officer Matthew Wallen joined UWM as Senior Vice President of Community Investments and Programs in September 2019. He became Chief Operating Officer in December 2024. Mr. Wallen is responsible for UWM's direct service programs, including the 211 Contact Center. Mr. Wallen reports to UWM President and CEO Shawna Forsberg. His resume is attached.

This team will monitor the performance standards continuously. The team will review the real-time dashboard and daily reports on Key Performance Indicators (KPIs). If the UWM 211 Contact Center fails to achieve a KPI or other performance standards, UWM will conduct an analysis to find the cause and develop a plan to correct the deficiency.

#### **j. SUBCONTRACTORS**

United Way of the Midlands does not plan to utilize subcontractors on this project.

**1.i. SUMMARY OF BIDDER'S PROPOSED  
PERSONNEL/MANAGEMENT APPROACH  
Attached Resumes**

## **United Way of the Midlands**

### ***President & CEO (Aug. 2014 – )***

Manage and conduct community development and collaborative work with private, public and corporate sectors, to improve conditions for those living in poverty, ultimately strengthening the Omaha metropolitan area. Oversee direction, management and effectiveness of United Way of the Midlands. Build trust and engagement with key stakeholders. Drive the organization's community impact agenda through establishment and cultivation of partnerships and collaborations. Identify, set, and track shared and measurable goals. Develop and nurture donor and community relationships to build partnerships, awareness of and financial support for United Way's work, and other key resources. Facilitate brand-building, improving and protecting the reputation of United Way of the Midlands.

- Increase outreach with business and community leaders, focused on informing, building engagement and support for UWM's new strategic direction.
- Oversee the workforce campaign and implemented strategies to expand revenue streams including grants, planned giving, and direct-to-consumer fundraising.
- Recruit key stakeholders to participate in leadership roles such as task force initiatives and campaign chair positions.
- Work with community leaders to develop and establish key baseline community-wide metrics on cradle-to-career success.
- Oversaw the development and rollout of a new "open grant" funding strategy, ensuring transparent communication with agency stakeholders.
- Managed crisis communications after the unexpected death of UWM's CEO, reassuring stakeholders and building trust in UWM's future.
- Launched WLC funding initiative to support professional development of staff at local out-of-school time programs. Three-year \$500,000 program was fully funded in seven months.
- Managed the sale of UWM headquarters building and the move to a new facility to support greater collaboration with internal and external stakeholders. Leveraged sale to build UWM endowment by over \$2 million.

### ***SVP, Marketing & Communications (Apr.***

### ***2013 – Aug. 2014)***

Responsible for building United Way of the Midlands' brand and reputation with key stakeholder audiences and engaging the next generation of donors.

- Developed and executed a transparent and proactive PR platform and built key media partnerships with WOWT and the Omaha World-Herald.
- Achieved 100% increase in positive media coverage from the previous year and developed a year-round communication platform.
- Grew engagement through effective social media strategies, increasing our audience on Facebook and Twitter by 114% and 35% respectively, and increased traffic on UWM website by 49%.
- Created messaging that supports the strategic plan and is leveraged across multiple mediums.
- Introduced "community strong" messaging platform, including development of message maps by target audience.

## **The Durham Museum**

### ***Director of Marketing & Public Relations (Sep. 2007 – Apr. 2013)***

Directed marketing and public relations strategy and execution to identify and create new revenue streams, attract new and retain existing memberships, increase overall attendance, and advance the organization's reputation and brand through innovative and effective advertising and media management.

- Directed museum's strategic plan and research initiatives. Led research studies to better understand awareness, usage, and attitudes toward the museum, to map out the competitive environment, and to identify trigger points to increase new and lapsed users. Leveraged research to create the museum plan and messaging platforms including restructuring the exhibition schedule, adding new events and programming, and expanding interactive offerings within the exhibition space. Achieved 59% increase in attendance and 35% increase in membership sales.
- Led and executed rebranding strategy including creation of a new name, imagery, and messaging to accurately reflect the museum's offerings and to drive strategic goals. Created and introduced simultaneously: a new website, newsletter format, push email program, media materials, collateral, stationary, and museum signage.
- Expanded favorable media coverage over previous year by 220% in the first year and continued to increase favorable coverage in double digits year-after-year. Highlights include working with two local media outlets to produce TV specials about the museum, achieving national coverage including MSNBC, CBS, CNBC and Bloomberg, and negotiating numerous media partnerships for PSA support of museum exhibitions and events. Effectively suppressed negative coverage involving funding streams, with media based in Washington DC.
- Expanded strategic alliances to increase awareness and revenue. Examples include *Disney's A Christmas Carol* partnership resulting in 14,000+ visitors, the highest three-day attendance in the museum's history; *Omaha Adventure* joint promotion which increased revenue by 20% from targeted geographical regions; and a holiday membership promotion with Omaha Steaks which increased revenue by 43% over the same period the previous year.

#### **ConAgra Foods, Inc. (Jan. 2000- Sept. 2007)**

##### ***Sr. Director, Marketing Services (May 2004 – Sept. 2007)***

Managed corporate brand equity and led three functional teams – event marketing, social media, and creative services – providing strategy and execution for brand and business leadership. Managed and accountable for a \$10 million budget.

- Directed messaging and imagery for the ConAgra Foods brand ensuring consistency of brand identity across mediums with the goal of building the company's reputation with key target audiences including investors, customers, employees, and consumers.
- Directed and developed corporate advertising to enhance the perceived value of ConAgra Foods as an investment or career opportunity.
- Worked with cross-functional team to develop a crisis communication plan and messaging maps for key issues. Major crises included the *Peter Pan* salmonella outbreak and ConAgra beef recalls.
- Identified and managed philanthropic outreach programs.
- Established and managed corporate identity standards.
- Received 2007 top performer award from CEO Gary Rodkin.
- Managed production of the annual report, annual shareholders' meeting, and analyst conferences.
- Led strategy, messaging, and production for consumer marketing events and company leadership conferences including national sales conferences, marketing leadership conferences, and financial planning conferences.
- Led national trade show strategy supporting retail, foodservice, and food ingredient channels.
- Led the company's on-line strategy – including brand, platform, and corporate websites.
- Managed online advertising strategy and web consumer insight testing and analysis.
- Led customer relationship marketing strategy – leveraged ConAgra Foods and third-party databases



on attitudinal, customer/syndicated segmentation, and panel data to identify and target the most profitable consumers.

- Led development of messaging platforms, such as Simple & Delicious which achieved a household penetration of 1.8 million.
- Provided expertise in video and print production for channel and functional leadership.
- Managed a network of creative agencies and lead an internal creative staff.

***Director, Corporate Marketing (Sept. 2001 – May 2004)***

Managed corporate brand equity as well as national sponsorship execution. Sponsorship properties include the Banquet 400, Joe Gibbs Racing, Big East Basketball Tournament, and PGA Tournaments including the PGA, LPGA, and senior PGA SKINS properties.

***Manager, healthy Choice Equity (Jan. 2000 – Sept 2001)***

Managed equity events for Healthy Choice brand including national consumer promotions, national advertising, account-specific marketing programs, and supported national advertising campaign for the Healthy Choice brand.

**Accent Service Company**

***Director of Marketing (Oct. 1995 – Jan. 2000)***

Led the division's marketing team and a member of the senior management contingent, responsible for structuring and executing sound marketing strategy to capture and expand market share.

- Created and oversaw implementation of business development and marketing plans to increase penetration in identified target markets. Successes included the addition of four national contracts totaling over \$7.5 million in annual revenue.
- Directed the creation and implementation of the division's promotional campaigns including industry trade shows, national print advertising, direct mail, website management, and collateral materials.
- Managed business proposal development and achieved a 50% increase in acceptance rate.
- Managed division leadership conferences and events.

**Education and Volunteer Activity**

**Sam Houston State University**

Master of Business Administration

**University of Nebraska**

Bachelor of Business Administration

**References**

**Brian Woolfolk Pacific Life Insurance, EVP**

6750 Mercy Rd  
Omaha, NE 68509  
949-219-4131

**Chris Leitner – Tenaska, CEO**

14302 FNB Pkwy  
Omaha, NE 68154  
402-691-9725

**Derek Leathers – Werner Enterprises, CEO**

14507 Frontier Rd  
Omaha, NE 68138-3808  
402-895-6640

# Matthew Thomas Wallen

402-522-7950

[mwallen@uwmidlands.org](mailto:mwallen@uwmidlands.org)

## **United Way of the Midlands Community Programs**

### ***Chief Operating Officer (September 2019 – )***

- Senior member of the executive leadership team providing strategic guidance on public policy issues, marketing and communications, fund development, grant making, program development, operations and program expansion.
- Lead the Community Investments and Programs Department by developing and implementing strategies to achieve financial (revenue) and impact (community improvement) goals.
- Responsible for leading the strategic investment work of United Way's financial and non- financial resources to create the greatest possible impact helping to improve overall well- being for low-income individuals and families, by maintaining strong community partnerships with federal, state and local elected officials and more than 150 nonprofit agencies.
- Recruit members to serve on and lead United Way's Community Impact Committee, Public Policy Committee, 2-1-1 Committee and Jobs for America's Graduates Nebraska Committee.
- Recruit and organize over 150 community volunteers to review, rank and score hundreds of grant applications as part of the community investment review team process.
- Lead the Jobs for America's Graduates program located in 34 schools across Nebraska, by working with local school administrators and superintendents.
- Lead 2-1-1 Contact Center operations, partnerships and fund development. 2-1-1 provides information and referral services for all of Nebraska and Iowa. The contact center received over 313,000 calls, texts and web sessions during FY 2023.
- Developed 2-1-1 Contact Center program work by becoming an Aging and Disability Resource Center (ADRC) and implementing Medicaid Administrative Claiming (MAC) protocols.
- Implemented the Save our Seniors Program with funding support from the Nebraska Crime Commission and the U.S. Department of Justice.
- Lead United Way's strategic plan work every 3 years, which leads to the development of new operational objectives and guiding principles.
- Present new initiatives and updates to United Way's Board of Directors and Executive Committee.
- Represent all 14 Local United Ways of Nebraska on United Way Worldwide Council of State Affiliates Committee.
- Member of United Way Worldwide Community of Practice, Public Policy Workgroup.
- Represent 2-1-1 on behalf of the entire states of Nebraska and Iowa on the United Way
- Worldwide 2-1-1 State Leadership Collaborative.

## **State of Nebraska**

### **Department of Health and Human Services**

#### **Division of Children and Family Services**

### ***Director (August 2017 – August 2019)***

- Appointed by Governor Ricketts and confirmed by the Nebraska Legislature to lead the division responsible for child and adult protective services, economic assistance services, and juvenile rehabilitation and treatment services.
- Implemented policy and budget priorities to annually provide services to more than 200,000 of Nebraska's most vulnerable citizens.
- Successfully reduced the number of children in out of home care by 10 percent, implemented policy changes to be trauma informed, improved caseworker retention rate by over 10 percent, implemented

policy changes to assist SNAP beneficiaries to achieve sustainable employment, and improved accuracy and timeliness of ACCESSNebraska eligibility determinations.

## **State of Nebraska**

### **Department of Health and Human Services**

#### ***Chief of Staff (December 2015 – August 2017)***

- Worked directly with the Chief Executive Officer to lead six divisions and operations functions with a combined annual budget of \$3.5 billion.
- Lead priority projects and legislative initiatives within the Department while aligning division actions and communications in support of achieving specific policy outcomes.
- Advanced change management to create a workplace culture that promotes Governor Ricketts' mission, the DHHS values, core competencies, and mission of helping people live better lives.

## **Midwest Campaign Solutions, LLC Principal**

### ***(February 2014 – December 2015)***

#### **Heartland Campaign Management**

#### ***Vice President of Client Services (April 2015 – November 2015)***

- Served as Field Director for a statewide campaign in Nebraska.
- Consulted for a Congressman to enable him to cultivate new dialogue with think tanks, associations, interest groups and industry leading academicians to advance specific public policy positions.
- Successfully managed accounts for several state and federal legislators simultaneously across multiple states, by developing a strategic plan, managing workflow, and coordinating internal staffing to ensure project fulfillment was consistent with the scope of work while exceeding client expectations.

## **United States Senate**

### **The Honorable Ben Sasse**

#### ***Director of Constituent Services (January 2015 – April 2015)***

- Managed and directed a team that responded to constituent requests for assistance with federal and state agencies, including performance metrics and tracking responses.
- Conducted meetings with constituents, associations, private business representatives and government officials on behalf of the Senator.
- Established operations for the two statewide offices, including staff recruitment.

## **Union Pacific Railroad**

### **Marketing and Sales**

#### ***Director Market and Resource Planning (July 2011 – February 2014)***

- Managed cross-functional teams that promoted commercial initiatives to enhance Union Pacific's value proposition.
- Lead industry-wide association meetings that analyzed and improved railcar utilization efficiencies.
- Directly supported the Vice President at Board of Directors meetings and on special projects as needed.

## **United States Department of Transportation**

### **Surface Transportation Board**

#### **Office of Public Assistance, Governmental Affairs, and Compliance**

#### ***Director - Career Senior Executive Service (August 2007 – July 2011)***

- Managed a diverse office of government affairs managers, transportation industry analysts, attorneys, communications experts, mediators and records specialists.
- Communicated Board decisions, activities, and initiatives to stakeholders (primarily Congress, state, local and federal government officials, associations/trade groups, and labor organizations) and

guided Presidential appointees through the U.S. Senate confirmation process.

- Provided overall executive leadership in support of the Board's mission, values and strategic goals.

## **U.S. House of Representatives**

### **The Honorable Steven C. LaTourette**

#### ***Chief of Staff (April 2003 – August 2007)***

- Managed and directed all staff and activities in the Congressman's Washington, DC and Ohio offices.
- Developed and drafted legislation to implement the Congressman's policy objectives and legislative priorities with a focus on healthcare, financial services, and transportation and infrastructure.
- Coordinated the Congressman's legislative priorities with the White House, federal agencies, House of Representatives Leadership, Committees, Senate counterparts, state and local governments, associations, coalitions and interest groups.

## **U.S. House of Representatives**

### **Committee on Transportation and Infrastructure**

#### ***Subcommittee Staff Director, Professional Staff, Staff Assistant (May 1997 – April 2003)***

- Advised the committee Chairman, subcommittee Chairman, and senior staff on legislative matters before the subcommittee.
- Formulated subcommittee legislative agenda, developed policy alternatives and coordinated authorizing legislation with the relevant appropriations committees.
- Created and executed bi-annual subcommittee oversight plans and jurisdictional review.

## **Education**

### **State University of New York at Fredonia**

Bachelor of Arts Degree *cum laude*

Political Science

### **The George Washington University**

Master's Degree

Political Management

## **References**

### **Shawna Forsberg, United Way of the Midlands – CEO**

1229 Millwork Ave

Omaha, NE 68102

402.522.7964

### **Dr. Steve Corsi, Nebraska DHHS - CEO**

301 Centennial Mall South

Lincoln, NE 68509

402.471.9433

### **Brian Woolfolk Pacific Life Insurance, EVP**

6750 Mercy Rd

Omaha, NE 68509

949-219-4131

# Steven Rippe

402-669.7414

steton216@gmail.com

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## **United Way of the Midlands**

### **211 Helpline**

#### ***Vice President (May 2022 – )***

- Utilizes data and trend analysis to ensure the helpline remains adequately staffed
- Develops new partnerships that support the 211 helpline and advances existing partnerships.
- Provides statistical reports and informs local stakeholders, as necessary.
- Partners with the 211 Helpline Manager to hire, train, supervise, evaluate, and terminate staff.
- Prepares and submits projected budgets to the Senior Vice President of Community Impact and Programs
- Collaborate with internal departments to ensure the community has all necessary resources to improve their livelihood.

## **The Knot Worldwide**

### ***Ass. Director, Service (Jul. 2020 – May 2022)***

- Leverage tools and capabilities to achieve business outcomes including improved customer retention and exceptional customer sentiment.
- Design and implement processes and playbooks to measurably improve performance.
- Be a change leader who helps direct reports, and the broader team stay nimble and adaptable.
- Coach and develop managers to achieve team outcomes while promoting employee engagement and their own development as leaders.
- Create, justify, and manage budgets, including recommended investments in human capital, tools, and other resources.
- Collaborate with Local Sales, Operations, and other business partners (HR, Training, Business Analysis) to improve operations, the work environment, and ultimately the experience of customers.

## **Hayneedle**

### ***Sr. Manager, Customer Care (Jun. 2017 – Jul. 2020)***

- Responsible for overseeing operations of the care center. Ensuring the Supervisor team coaches their agents to positively contribute to the profitability of the company.
- Work closely with vendors and carriers to ensure they are following through with commitments to customers.
- Handle escalated delinquent vendors and set up payment arrangements.
- Mentor Managers and Supervisors to provide facilitated coaching for customer service and production.
- Handle highly escalated contacts to include executive escalations and social media.
- Administered the contact system for voice, email and chat. Work closely with IT and System engineers to identify issues and provide information to fix the system. Solely responsible for building users, building IVR's, changing skilling and all other functions of the communication system.
- Managed organization through change by providing transparent communication and introducing methodical processes. These changes included the acquisition of the company.
- Actively involved in multiple reorganizations from communication to restructuring of teams.

## **Direct Patient Logistics**

### **The Honorable Ben Sasse**

#### ***Manager, Operations (Jan. 2016 – May 2017)***

- Responsible for coaching and developing a group of 14 leaders. Utilized Facilitated Coaching techniques to drive performance and engagement.



- Created Interactive Dashboards to give an insight for Sales and Executives on client performance. The Dashboards provided the organization with the ability to react more quickly and ultimately improve client relationships.
- Created and oversaw the Workforce Management department. Created staffing models to support our clients. These models increased service levels by 11%.
- Mentored Managers and Supervisors to provide facilitated coaching for customer service and production. This coaching accounted for a 108% increase in Transfers Per Hour.
- Facilitated a relationship between Operations, Clients, Sales and Training by providing analytics to identify areas where we can increase patient transfers by client. These analytics increased transfers by 55% with some clients.
- Led project to transition to new telephony system, from RFP to implementation. Analyzed new systems in relation to operations requirements and identified limiting factors. Worked with engineers on installing correct circuits for optimal use.

## **Inflection**

### ***Sr. Manager, Member Services (Jun. 2013 – Oct. 2015)***

- Responsible for coaching and developing 6 leaders. Actively mentored leaders to utilize coaching techniques to improve performance.
- Introduced a retention aspect to the business model. Increased customer retention 40% MoM.
- Created monthly sales goals and incentives to drive customer retention.
- Created Negotiation training to assist the agents in dealing with highly escalated calls dealing with customers' finances.
- Created a Transformation Team to assist in driving change within the organization from a customer service role to a sales/retention role.
- Utilized my process improvement background to create processes and policies for a growing company. This resulted in defined, documented processes for the Contact Center.

## **Education**

### **Bellevue University**

#### **Bachelor of Science Degree**

Human Resources Management

## **References**

### **Matthew Wallen, United Way of the Midlands - SVP Community Investments & Programs**

Supervisor

1229 Millwork Ave. Suite 402 Bellevue, NE 68102

402.522.7950

### **Annette Zimmerman, United Way of the Midlands – AVP, Programs**

Direct Supervisor

1229 Millwork Ave. Suite 402 Bellevue, NE 68102

319.350.2305

### **Shawna Forsberg, United Way of the Midlands - President & CEO**

1229 Millwork Ave. Suite 402 Bellevue, NE 68102

402.522.7964

## United Way of the Midlands

### 211 Helpline

#### **Director (March 2025 –)**

- Develop and implement strategic plans to enhance the effectiveness and reach of the 211 Helpline.
- Establish program goals, objectives, and performance metrics aligned with community needs and organizational priorities.
- Oversee day-to-day operations of the 211 Helpline, ensuring efficiency and excellence in service delivery.
- Recruit, train, and supervise a team of call specialists, supervisors, and support staff.
- Foster a positive and inclusive workplace culture that promotes teamwork, innovation, and professional growth.
- Implement quality assurance measures, including monitoring calls and evaluating performance metrics.
- Represent the 211 Helpline in community meetings, conferences, and advocacy efforts.
- This individual will supervise Supervisors which will have a team of Community Resource Specialist

#### **Senior Manager (Oct 2022 – March 2025)**

- Hire, train, and prepare call center specialist to understand and comply with all call center objectives, performance standards, and policies
- Lead team meetings, answer specialist' questions, guide them through difficult calls diffuse angry clients, and handle issues that cannot be fielded by specialists
- Creates and updates 211 team schedules
- Conducts performance appraisals; rewards and disciplines employees; addresses complaints and resolve problems
- Mentors CRS's to build a positive culture and environment

## Walmart eCommerce

#### **Operations Team Manager (Feb 2020 – Oct 2022)**

- CRT POC for Training and Nesting
  - Graduated over 455 new hires during Peak FY22
  - Updated Nesting training decks and agenda
- Currently working to update email templates used by CRT
- Helped standup Spotify campaign and Indianapolis Claim Services support with very little notice by creating a training deck, huddle tracker, mapping out training sessions and facilitating multiple training sessions (March 2022)
- Increased team engagement score (81%) by 10% on October 2021 AES survey

## Hayneedle

#### **Operations Team Manager (Sept 2017 – Feb 2020)**

- Collaborated on a project to improve metrics by developing a consistent coaching program which resulted in decreasing AHT in all channels; Chat by 42 seconds, Phone by 80 seconds, and Email by 93 seconds.
- Led project to increase the number of email templates by 160% and significantly reduced spelling and grammar errors

Additional experience includes roles as **Quality Assurance Specialist** (Sept. 2017 – Aug. 2016) and Email **Associate** (May 2016 – Aug. 2016).

## **Education**

### **University of Nebraska Omaha**

Bachelor of Science – BS, Management Information Systems

### **Bellevue University**

Master of Business Administration – MBA

Concentration in Accounting and Marketing

### **Bellevue University**

Bachelor of Science – BS, Business Information Systems

### **Metropolitan Community College**

Associate of Science – AS, Accounting

## **References**

### **Steve Rippe, United Way of the Midlands – Director, 211 Call Center**

1229 Millwork Ave

Omaha, NE 68102

402.669.7414

## United Way of the Midlands

211

### ***Manager, Training and Quality Assurance (Feb. 2025 – )***

- Developing and implementing training programs
- Assessing training needs across the organization to design and deliver effective learning programs
- Creating and maintaining a comprehensive training curriculum, including onboarding, technical skills, soft skills, and leadership development
- Utilizing various training methodologies and platforms (e.g., e-learning, simulations) to enhance learning outcomes
- Evaluating the effectiveness of training programs through feedback, assessments, and performance metrics
- Developing and overseeing quality standards and performance metrics for employees and processes
- Conducting regular audits (call monitoring), reviews, and assessments to identify gaps and ensure adherence to established quality benchmarks
- Implement corrective actions and improvement plans in collaboration with relevant teams
- Monitor customer feedback and other data sources to identify trends and areas for improvement
- Collaborate with leadership to set and maintain performance benchmarks and KPI's
- Lead calibration sessions to ensure consistency in quality evaluations
- Prepare and present reports on training outcomes, quality performance, and key initiatives
- Use data-driven insights to recommend and implement strategies for improvement

## Marriot Customer Engagement Center

### Marriot Hotels

### ***Senior Service Manager (April 2008 – Jan. 2025)***

- Designed, implemented, and managed training programs and quality assurance processes to ensure employees have the knowledge and skills to meet organizational goals.
- Created and maintained a comprehensive training curriculum, including onboarding, technical skills, soft skills, and leadership development using various training methodologies and platforms to enhance learning outcomes
- Enhanced team performance by driving innovation and fostering a culture of engagement and collaboration across departments to develop standardized practices to consistently surpass business goals through constant evaluation of training programs through feedback, assessments, and performance metrics.
- Executed key initiatives and focus on continuous improvement, while modeling resilience and adaptability in high-pressure situations.
- Provided strategic guidance on adapting to evolving business needs, leveraging change management principles to realign priorities and sustain operational focus by developing and overseeing quality standards and performance.
- Conducted regular audits, reviews, and assessments to identify gaps in learning and ensure adherence to established quality benchmarks through coaching for improvement, written improvement plans, and corrective action including disciplinary action up to suspension pending termination where needed.
- Collaborated with all levels of leadership to set and maintain performance benchmarks and Key Performance Indicators to ensure compliance with standards through reports on training outcomes, quality performance, and data driven insights to recommend and implement strategies for improvement.
- Strong organizational and project management skills using adult learning principles and quality frameworks while managing multiple programs simultaneously.
- Excellent interpersonal skills working with diverse groups while consistently maintaining high standards of quality and professionalism with a team-oriented mindset and a commitment to remaining caring, supportive, and respectful.

## X.com/PayPal/Ebay

### ***Training Developer and Facilitator (April 2000 – April 2008)***

- Developed and facilitated new hire onboarding and department-specific training in collaboration with HR and department managers for over 200 associates, ensuring consistency and effectiveness across eight specialty teams.
- Administered product assessment platform training virtually and in-person and overseeing creation of new assessments and evaluation tools as needed.
- Trained Subject Matter Experts (SMEs) in customer service, problem resolution, and systems across multiple departments, equipping them to deliver targeted, impactful training tailored to their teams' needs. Enhanced team performance by accelerating new-hire adaptability and confidence, enabling leadership to focus on achieving team goals and driving results.

## **Strategic Marketing Co**

### ***Director of Program Integration (May 1995 – April 2000)***

- Coordinated seamless integration of client accounts, working directly with President, Sales Leaders, Clients, and subcontracted affiliates to ensure smooth transitions and timely project execution.
- Delivered a high-priority outreach campaign for Time Incorporated, contacting over 10,000 customers to promote the *Most Influential People* book featuring Princess Diana. Achieved a 37% sales conversion rate within two weeks, exceeding client expectations through effective collaboration and exceptional execution.
- Oversaw end-to-end contract management, from preparation and execution to billing and payment collection, ensuring accuracy and efficiency in collaboration with accounting team.

## **Education**

### **Bachelor of Science in Business Administration (BSBA)**

Emphasis: Human Resources

University of Nebraska at Omaha, Omaha, NE

## **References**

### **Matthew Wallen, United Way of the Midlands – COO**

1229 Millwork Ave. Suite 402 Bellevue, NE 68102

402.522.7950

### **Steve Rippe, United Way of the Midlands – VP of 211**

Supervisor

1229 Millwork Ave. Suite 402 Bellevue, NE 68102

402.522.7965

### **Bethany Medeiros- Czurak – Marriot International**

Sr. Operations Manager

1818 North 90<sup>th</sup> St. Omaha, NE 68111

774.451.1313



## **United Way of the Midlands**

### **Director, Grants Accounting (Oct.2023 – )**

- Develops analytical processes and reporting to provide feedback to leadership on key indicators and metrics, specifically grants tracking, reporting, and analysis
- Designs and prepares budgets & forecasts and explains variances for fiscal financial reporting, grant reporting, and other financial reporting functions
- Prepares complex financial analysis including overhead and efficiency rate analysis based on forecast and budget results and community care fund availability
- Understands and performs complex accounting and financial analysis of accounting for grant funding, and other forms of revenue, expense, and net assets
- Plans, organizes, and coordinates the accounting and financial reporting for all grants, including preparing annual and project budgets, forecasting revenue, and estimating any carry-over of funds from one year to the next
- Prepares or assists in the preparation of all applicable fiscal reports for sponsored programs and ensures the timely submission thereof
- Compiles documentation and supporting schedules for the preparation of the single audit
- Develops accounting policies and procedures in compliance with the Code of Federal Regulations including procurement policies, internal controls, and allowable costs

## **White Lotus Group**

### **Senior Accountant (Nov.2020 – Sept.2023)**

- Maintained trial balances for 70 plus entities in varying industries which includes commercial, residential, self-storage, and development assets
- Created and implemented policies, procedures, and internal controls to effectively manage accounting function as company grew from \$165 million to \$270 million in total real estate (market value)
- Developed monthly financial statement close procedure to ensure timely reporting of results to executive team, outside investors, and financial institutions
  - Bank reconciliations for 50 plus accounts
  - Posting of monthly accruals and related party activity
  - Balance sheet review and account reconciliations to source documents
  - Income statement analysis which includes budget to actual comparison
  - Maintain and review total portfolio debt schedule
- Executed monthly loan draw process to ensure timely funding for vendor payments and monitor development budget against available funds
- Managed external compliance reporting across all entities to include trial balance prep for tax returns, audit and attest reporting, sales tax reporting, and any ad hoc requirements
- Managed annual budget preparation across all entities to create a comprehensive, enterprise-wide reporting document
- Processed bi-weekly payroll for multiple entities as well as filing quarterly and annual payroll reports
- Oversaw software conversions for both accounting and payroll systems to ensure accurate transfer of data and smooth transition for staff
- Spearheaded amendment to company 401k plan to include an employer match

**BerganKVD – Omaha, NE Branch****Senior Audit Associate (Jun.2017 – Oct.2020)**

- Planned, executed and completed financial statement audits in addition to yellow book, single, HUD (Housing and Urban Development) and ERISA (Employee Retirement Income Securities Act) audits
- Experience in a wide variety of industries including real estate, manufacturing, not-for-profit, local governments, school districts and employee benefit plans
- Executed all phases of the audit process including planning, substantive testing, financial analysis, present audit findings to management, prepare financial statements and issuance of opinion
- Planned, developed strategies and supervised fieldwork teams through all phases of audit engagement
- Identified, researched and resolved various technical accounting issues to ensure proper accounting treatment and financial statement disclosures
- Maintained effective time management while simultaneously leading multiple engagements and monitoring project budgets

**Certifications**

**CPA, Nebraska Board of Public Accountancy (Dec.2019 - )**

**Education****Wayne State College**

B.S., Business Administration

Concentration: Public Accounting

**References****Travis Klein, United Way of the Midlands – SVP, Finance & Operations**

1229 Millwork Ave

Omaha, NE 68102

402.830.1942

**Rebecca Blum, United Way of the Midlands – Director, Finance**

1229 Millwork Ave

Omaha, NE 68102

402.830.1942

**Shawna Forsberg, United Way of the Midlands – CEO & President**

1229 Millwork Ave

Omaha, NE 68102

402.522.7964

**United Way of the Midlands**  
**Community Investments & Programs**  
***Program/Project Manager (Consultant)***  
***(January 2022 – present)***

- Program Management experience with United Way of Midlands 211 Information and Referral. This is a 24/7 call center operation providing human service information and referral. Assisted with the development of screening tool to assess for needs related to Social Determinants of Health
- Provided Program Management for the implementation and ongoing management support to the 211 Nebraska Coordination Center on Unite Nebraska platform. This platform facilitates referrals between healthcare and community-based organizations. Unite Nebraska assists in screening for Social Determinants of Health and helping assist Nebraskans in getting basic needs met to improve quality of life.
- Provided Program Management for Help Me Grow Nebraska. This program assists children 0-8 to achieve optimal development. Lead the Centralized Access Point Workgroup. Our functions include providing resource navigation, developmental screenings and service coordination.
- Lead implementation of 211 as an Aging Disabled Resource Center (ADRC) for Nebraska. Partnered with Nebraska State Unit on Aging and Nebraska Medicaid on Medicaid Administrative Claiming. Provided ADRC program administration and support.
- Nebraska Save Our Seniors an elder victims of crime prevention and intervention program funded by Nebraska Crime Commission via federal Victims of Crime Administration Grant. Lead development, implementation, funding and administration efforts.

**Nebraska Department of Health and Human Services**  
**Children and Family Services/Medicaid and Long-term Care**  
***Deputy Director Eligibility Operations***  
***(November 2015 – January 2021)***

- Executive Leader Eligibility and Enrollment Economic Assistance and Medicaid and Long-term Care Program Service Delivery (Over 350,000 Nebraskans served by 1,250 team members)
- Leader ACCESSNebraska Cross-Functional Leadership Team
- Multi-site operations including call centers, customer Service Offices, Centralized Mail and Imaging Center
- Expert experience leading integrated program service delivery utilizing interoperable system technology
- Utilized strategic planning and organizational change management principles to develop, modernize and enhance service delivery via project planning and roadmaps
- Business Lead Heritage Health Adult Medicaid Expansion Implementation
- Executive Sponsor Home and Community Based Services Electronic Visit Verification Implementation
- Executive Sponsor Child Care Subsidy Billing Portal
- DHHS iServe Integrated Portal Business Sponsor
- Integrated Benefit Enrollment and Eligibility Management System Business Sponsor
- Business Lead 24 Hour Abuse Hotline Modernization
- Administered IV-D Child Support Program
- Administered IV-E Foster Care, Guardianship and Adoption Subsidy
- Lead design, development, implementation, operation and evaluation for SNAP NEXT STEP Employment and Training Program

- Lead design, development, implementation, operation and evaluation for Family Focused Case Management and Family Action Support Team
- Expert knowledge of program regulations for the following federal and state programs: Medicaid and Long-term Care, SNAP, TANF, Child Care, LIHEAP and Aid to Aged Blind and Disabled.
- Utilized integrated eligibility service delivery system for Medicaid and Economic Assistance Programs
- Extensive experience with Call Center development, integration and operations including Integrated Voice Response System
- Extensive experience with Document Imaging and Document Management System development, implementation and system integration
- Lead Temporary Assistance for Needy Families (TANF) Employment First Program design, development, implementation, operation and evaluation
- Lead successful grant application USDA SNAP Technology Grant 2017
- Lead successful grant application USDA SNAP Outreach Grant 2010

## Education

### University of Nebraska

#### Master of Business Administration

May 1993

#### Bachelor of Science Business Administration

*Finance/Agriculture*

May 1986

## Honors and Awards

### NEBRASKA FLOOD HERO

*Governor Pete Ricketts*

December 2019

### ACCESSNebraska Day Proclamation

*Governor Pete Ricketts*

June 2018

USDA SNAP STATE PERFORMANCE BONUS PAYMENT AWARD

\$639,063 FEDERAL FISCAL YEAR 2016

USDA SNAP STATE PERFORMANCE BONUS CASE AND PROCEDURAL ACCURACY AWARD

\$1,685,337 FEDERAL FISCAL YEARS 2016 AND 2017

## References

### Matthew Wallen, United Way of the Midlands – SVP, Community Investments & Programs

1229 Millwork Ave

Omaha, NE 68102

402.522.7950

### Steve Rippe, United Way of the Midlands – Sr. Director, 211 Helpline

1229 Millwork Ave

Omaha, NE 68102

402.669.7414

# Lindsay Paulsen

402.505.6145

lpaulsen@uwmidlands.org

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## **United Way of the Midlands**

**211 Nebraska/Iowa**

### ***Manager, Data Resources (August 2004 –***

- Responsible for oversight and maintenance of the community resource database for 199 counties in Nebraska, Iowa, and Illinois
- Create documented processes for database style, taxonomy coding, and data verification
- Confirm all database procedures follow Inform USA Standards
- Coordinate Inform USA Accreditation process and ensure continued compliance
- Actively engage in regional and national committees and boards relevant to this work

## **United Way of the Plains**

**InfoLine, Community Planning**

### ***Community Assistant / Community Planning***

#### ***Associate (July 2000 – October 2003)***

- Expanded statewide database and began preparations for 211 in South Central Kansas
- Provided referrals and information to clients needing assistance
- Managed several grants and submitted reports to funders
- Coordinated successful health insurance outreach efforts for forty elementary schools

## **Certifications and Leadership Roles**

**Certified Community Resource Specialist – Database Curator**, Inform USA, 2005-Present

**Certified Community Resource Specialist**, Inform USA, 2001-Present

**Inform USA Board Member**, 2018-Present

**Inform USA Data Curation Committee Chair**, 2018-Present

**Iowa/Nebraska AIRS Board Member**, 2019-Present

## **Education**

**Dana College**

Bachelor of Social Work

## **References**

**Steve Rippe, United Way of the Midlands – Senior Director**

1229 Millwork Ave

Omaha, NE 68102

402.669.7414

**Jamie Moore, Retired SVP at United Way of the Midlands**

1703 Brenda Drive

Bellevue, NE 68005

402.981.7502

**Kristen Fogerty, Greater Twin Cities United Way – Resource Program Manager**

404 South Eighth Street

Minneapolis, MN 55404

612.340.7400



## United Way of The Midlands

### 211 Community Research and Data Analyst (*Feb 2023 –*)

- Build and manage all 211-call center and partnership reporting including for Unite Us, Help Me Grow, Save Our Seniors, and ADRC Nebraska
- Manage and create Power Bi reporting for 211 call center, 211 partnerships including Peer place and ADRC Nebraska, all outreach activities, and the 211 public dashboard
- Create talking points and research for press releases, marketing materials, and external presentations and meetings
- Conduct data analysis for organization wide community needs assessment
- Collaborate with agency partners to create interagency data analysis on community needs and provide UWM data resources to partners

## Democratic Congressional Campaign Committee

### Research - Tracker (IA 01, 02, 03, NE 02) (*Oct 2021 – Nov 2022*)

- Coordinated with campaign and DCCC staff to identify the opposition candidate's weaknesses and develop the communications strategy against them
- Wrote and disseminated rapid response research reports to senior DCCC staff and campaign officials for all in-person events and media appearances by the opposition
- Produced 84 research bullets from 30 events that informed polling memos, ad backups, red boxes, press pitches and contributed to research backups for 2 DCCC research books

## Omaha Healthy Kids Alliance

### Administrative and Grant Coordinator (*Jan 2021 - Oct 2021*)

- Built relationships with local housing advocacy groups, drafted letters of support for NE state legislature bills, and tracked relevant NE state legislature bills
- Managed all funding requests and drafted 21 grants to fund community engagement, programs, and operations for the organization's 1.5 million dollar yearly budget
- Managed all operations and program grant reporting, monthly reimbursement requests and weekly billing for EPA and HUD federal subcontracts
- Managed application for 2 million dollar HUD grant allowing the organization to hire 1 additional direct service staff, increased dollars allocated for each family served through direct service programming and funded program outreach efforts over a 48 month period

## Omaha Healthy Kids Alliance

### Administrative Coordinator (*Feb 2020 - Jan 2021*)

- Created the organization's centralized scheduling system, performed 3 weekly intakes for clients, scheduled all client home visits, and managed client waitlist and post service evaluation list
- Created and organized 2 social media posts per week, started the organization's monthly newsletter, and executed social media campaigns for Omaha Gives and Healthy Homes month in collaboration with the Manager of Community Engagement

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## Education

Concordia College; Moorhead, MN

Graduation: May 2019

Bachelor of Arts - Political Science and Global Studies: Development



**Job Title:** Community Resource Specialist I  
**Department:** 211, Programs  
**Supervisor:** 211 Management  
**FLSA Status:** Full-time, Non-Exempt  
**Approved Date:** January 2025

### **About United Way of the Midlands:**

Since 1923, United Way of the Midlands (UWM) has served the Omaha-Council Bluffs metro by bringing together the business, government and not-for-profit sectors and raising money to support our community's most impactful health and human service programs. UWM's funded programs and direct services – including JAG Nebraska, 211 and the Weatherization Assistance Program – focus on four key areas to improve health and well-being for all, build financial stability and strength, help young people realize their full potential and address urgent needs today to advance a better tomorrow. At United Way, we are committed to fostering integrity, inclusion, and responsibility across our work where all employees feel valued, respected, and empowered to bring their unique perspectives and experiences to the table.

### **UWM's Mission:**

United Way of the Midlands **UNITES** our community's **CARING SPIRIT** to build a **STRONGER** tomorrow.

### **Guiding Principles:**

**At United Way of the Midlands, we...**

- Build **TRUST** in everything we do.
- Extend **GRACE** by thinking beyond ourselves.
- Show **GRIT** by bringing it everyday.
- Be **OPEN** to embracing others' differences.
- Actively **ENGAGE** by listening and sharing.
- Live **CURIOUSLY** to learn constantly.

### **Community Resource Specialist Summary:**

The Community Resource Specialist I is responsible for responding to individuals in need of assistance through multiple channels of communication. The Community Resource Specialist I connects individuals and families with essential community services, including housing, healthcare, employment, and food assistance. This role involves client assessment, resource coordination, and outreach, ensuring timely and effective support while maintaining strong relationships with service providers and community partners

### **Responsibilities:**

- Answers phone calls, email, chat and text, demonstrating strong customer focus with all users of the service; ability to work with diverse populations within the context of developing the cultural competency needed, to provide appropriate resources to inquirers.
- Maintains a nonjudgmental attitude when speaking with clients, displaying sensitivity to all cultural backgrounds.
- Identifies and reflects the feelings of callers in crisis.
- Assesses the clients' needs or situation using pertinent questions and the principles of active listening.
- Advocates for clients when appropriate.
- Requests statistical and demographic information related to our clients to assist in the determination and tracking of unmet needs in the community.
- Records clients' information into the call center database and provide referrals to the appropriate resources as needed.

- Places outbound calls to follow-up with a percentage of our clients to determine if their needs were met.
- Completes assessments for clients in high-risk situations.
- Accesses the 2-1-1 database for resources and appropriately refer clients.
- Identifies requests for resources that are not available in our database and inform the call center database Manager of unmet needs.
- Maintains an acceptable level of call handling and customer service performance as described by the 2-1-1 training standards.
- Completes all training for new programs and services related to 2-1-1 and provide feedback as needed.
- Completes the Inform USA Community Resource Specialist certification exam within six months of eligibility to ensure adherence to industry standards and quality service delivery.

**Supervisory Responsibilities:**

- This job has no supervisory responsibilities.

**Required Skills and Abilities:**

- High level of professionalism, confidentiality and capacity to work independently.
- High level of written and verbal communication skills with attention to detail and organization.
- Demonstrate proficiency in using call center software, computer hardware and telephone equipment.
- Ability to work alternative schedules and demonstrate flexibility in times of disaster.
- Engage in and maintain knowledge of UWM programs and strategies.
- Proactive in engaging in or seeking out self-learning opportunities.
- Ability to work effectively as a team member and assist other staff members willingly.
- English proficiency sufficient and bilingual preferred for communication with supervisors, co-workers, clients and customers.
- Knowledge of MS Office Outlook, Excel, Access and Word Processing software.

**Education and Experience:**

- Associate's degree (preferred) from two-year College or University and/or one to two years related experience and/or training in Social Services or Human Services.
- A high school diploma or GED is required for this position.

**Physical Requirements:**

- Prolonged periods of sitting at a desk and working on a computer.
- Must occasionally lift and/or move up to 10 pounds.
- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- The noise level in the work environment is usually moderate.

**Acknowledgments:**

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, management reserves the right to add, delete, and/or modify any of the job duties or requirements at any time.

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Supervisor / Manager Signature

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Date

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Employee Signature (Print)

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Employee Signature

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Date



**Job Title:** Community Resource Specialist I - Bilingual  
**Department:** 211  
**Supervisor:** Director, 211  
**FLSA Status:** Full-time, **Non-Exempt**  
**Approved Date:** February 2025

### **About United Way of the Midlands:**

Since 1923, United Way of the Midlands (UWM) has served the Omaha-Council Bluffs metro by bringing together the business, government, and not-for-profit sectors and raising money to support our community's most impactful health and human service programs. UWM's funded programs and direct services – including JAG Nebraska, 211, and the Weatherization Assistance Program – focus on four key areas to improve health and well-being for all, build financial stability and strength, help young people realize their full potential, and address urgent needs today to advance a better tomorrow. At United Way, we are committed to fostering a diverse, equitable, and inclusive environment where all employees feel valued, respected, and empowered to bring their unique perspectives and experiences to the table.

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- Be **OPEN** to embracing others' differences.
- Actively **ENGAGE** by listening and sharing.
- Live **CURIOUSLY** to learn constantly.

### **Community Resource Specialist I Summary:**

The Community Resource Specialist I is responsible for responding to individuals in need of assistance through multiple channels of communication.

### **Responsibilities:**

- Answer phone calls, email, chat and text, demonstrating strong customer focus with all users of the service; ability to work with diverse populations within the context of developing the cultural competency needed, to provide appropriate resources to inquirers.
- Maintain a nonjudgmental attitude when speaking with clients, displaying sensitivity to all cultural backgrounds.
- Identify and reflect the feelings of callers in crisis.
- Assess the clients' needs or situation using pertinent questions and the principles of active listening.
- Advocate for clients when appropriate.
- Request statistical and demographic information related to our clients to assist in the determination and tracking of unmet needs in the community.
- Record clients' information into the call center database and provide referrals to the appropriate resources as needed.
- Place outbound calls to follow-up with a percentage of our clients to determine if their needs were met.
- Complete assessments for clients in high-risk situations.
- Access the 2-1-1 database for resources and appropriately refer clients.

- Identify requests for resources that are not available in our database and inform the call center database Manager of unmet needs.
- Maintain an acceptable level of call handling and customer service performance as described by the 2-1-1 training standards.
- Handle all Spanish contacts which come into the contact center.
- Complete all training for new programs and services related to 2-1-1 and provide feedback as needed.
- Complete the Inform USA Community Resource Specialist certification exam within six months of eligibility to ensure adherence to industry standards and quality service delivery.

**Supervisory Responsibilities:**

- None

**Required Skills and Abilities:**

- High level of professionalism, confidentiality and capacity to work independently.
- High level of written and verbal communication skills with attention to detail and organization.
- Demonstrate proficiency in using call center software, computer hardware and telephone equipment.
- Ability to work alternative schedules and demonstrate flexibility in times of disaster.
- Engage in and maintain knowledge of UWM programs and strategies.
- Proactive in engaging in or seeking out self-learning opportunities.
- Ability to work effectively as a team member and assist other staff members willingly.
- English proficiency sufficient and bilingual required for communication with supervisors, co-workers, clients and customers.
- Both Oral and Written fluency in Spanish.

**Education and Experience:**

- Associate's degree (preferred) from two-year College or University and/or one to two years related experience and/or training in Social Services or Human Services.

**Physical Requirements:**

- Prolonged periods of sitting at a desk and working on a computer.
- Must occasionally lift and/or move up to 10 pounds.
- Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.
- The noise level in the work environment is usually moderate.

**Acknowledgments:**

The statements herein are intended to describe the general nature and level of work being performed by employees and are not to be construed as an exhaustive list of responsibilities, duties, and skills required of personnel so classified. Furthermore, management reserves the right to add, delete, and/or modify any of the job duties or requirements at any time.

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Supervisor / Manager Signature

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Date

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Employee Printed Name

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Date



\_\_\_\_\_

Employee Signature

\_\_\_\_\_

Date

## 2. Technical Response

### a. Understanding of the business requirements - Project Description

United Way of the Midlands (UWM) proposes to establish an Unemployment Insurance Service Call Center to support the Nebraska Department of Labor's Unemployment Insurance Program. The Unemployment Insurance Service Call Center will provide a centralized access point for unemployment insurance claims. Claimants will be able to utilize the call center as a live resource available during Nebraska State workdays. It is envisioned that the call center, which is part of Nebraska's Unemployment Insurance Program, will serve as a cohesive network to facilitate collaboration and bolster claimant's customer service and support.

As a partner, UWM is committed to providing the following:

1. First tier inbound call center services to assist claimants in addressing issues in a clear and concise manner.
2. Implementation of a callback schedule process for complex issues needing assistance from NDOL Unemployment Insurance Internal Staff.
3. Ensure the callback schedule process is used efficiently and effectively.
4. Deliver a positive claimant experience by minimizing call wait times, efficiently resolving issues and effectively utilizing the callback scheduling process. Meet contract performance metrics.
5. Provide comprehensive and timely reports to NDOL.
6. Provide visibility into data and information on Key Performance Indicators to NDOL.

The Unemployment Insurance Services Call Center will be an expansion to the current UWM 211 Contact Center operations. The call center will be housed in the UWM office located in the Millwork Commons Ashton Building in rapidly developing North Downtown Omaha. UWM is located on the 4th floor of the Ashton Building. The office space is secure, modern, and offers the latest technology and office amenities. The call center is located in a separate wing of the office.

The UWM 211 Contact Center has deep expertise in delivering responsive, high-performing contact center services across Nebraska, Iowa, and Illinois. Our current contracts with state and regional programs—including Iowa 211 and Illinois 211, the Nebraska Aging and Disability Resource Center (ADRC), and Save Our Seniors—demonstrate our ability to provide high-quality support, performance tracking, and routing across various service lines.

The UWM 211 Contact Center has the technical infrastructure, proven experience, and operational capacity to successfully meet the callback, call answering, IVR, and performance requirements of the NDOL Unemployment Insurance Call Center. Our use of iCarol, NICE inContact, Power BI and a trained workforce enables us to deliver efficient, responsive, and accountable service. Leveraging our experience with ADRC, Save Our Seniors, and multi-state 211 services, we are fully prepared to provide NDOL with a trusted and high-performing partner.

UWM is well suited to contract with the Nebraska Department of Labor to provide the call center for Unemployment Insurance Services.

- **Nebraska based:** UWM is located in Omaha, Nebraska and currently provides statewide call center support for the following programs: Nebraska 211, Aging and Disability Resource Center, Save Our Seniors, and Unite Us.
- **Call Center Expertise:** UWM 211 leadership and staff have over 400 years' experience providing direct customer service in the call center environment.
- **Information and Assistance Customer Experience Experts:** UWM 211 has provided information and referral services to Unemployment Insurance claimants and many other populations for 40 years via contact center environment.
- **Call Center Environment:** UWM 211 has the latest technology, equipment, and staff. UWM 211 is scalable, and adaptable to adjusting to fluctuations in business volume.
- **United Way Affiliation:** UWM has relationships with United Ways across Nebraska. This network has knowledge and relationships with national, state and local community partners who provide services for unemployed and job seeking populations, but they also work to build service partnerships in areas where gaps exist.
- **UWM 211 Affiliation:** UWM's 211 partnership allows for connection to a national network of experts in the information and referral services; National Data Platform; access to training and evaluation programs.
- **Inform USA Accreditation:** UWM 211 operations meet the organization's standards for services in 27 key areas. 211 staff is also certified in Customer Service; Database maintenance and operations; and Aged and Disabled Client Service.
- **Reporting and Analytics Team:** UWM 211 has a team dedicated to research, evaluation and reporting. This team has experience in helping to facilitate strategies to enhance program development and address customer service challenges.
- **Federal and State Experience:** UWM has several contracts with the State of Nebraska including Public Service Commission, Crime Commission, Department of Health and Human Services and Department of Labor. UWM is a subaward recipient of the Federal Victims of Crime Act (VOCA). UWM has three administrative level staff with leadership and executive experience at Nebraska Department of Health and Human Services. UWM has existing relationships with federal partners such as: Health and Human Services Region 7; Administration for Community Living; and Centers for Medicare/Medicaid Services.
- **Program Evaluation and Quality Management Experience:** UWM has experience in all aspects of program evaluation, conducted with programs receiving funding from federal and state partners and with agencies funded by UWM. UWM has extensive experience bringing agencies together to analyze and develop strategies to achieve performance goals.
- **Training Development Expertise:** UWM 211 has developed training curriculums and provided training for information and referral programs, person-centered planning programs, and eligibility-based programs like the Unemployment Insurance Services Program.

The Unemployment Insurance Services Call Center will be responsible for managing inbound calls and will be established with capacity to handle the estimated call volume of 71,000 calls per year. The call center will be located in the United Way of the Midlands' office in Omaha, Nebraska. The call center will

operate from 8:00 AM to 5:00 PM CST on all Nebraska State workdays. The call center will perform first-tier customer service and schedule call backs with NDOL's Internal Claim Center.

The Unemployment Insurance Call Center will utilize call center software provided by InContact, which also supports the UWM 211 Contact Center. InContact software contains the necessary components such as an Integrated Voice Response (IVR); Automated Call Distribution (ACD), workforce management, call analytics and call recording. The IVR system answers calls on the first ring. The NDOL Unemployment Insurance toll-free number will use the IVR to direct calls from claimants. The IVR will offer language options to obtain services. Spanish speakers will be directed to Spanish speaking staff and other languages will be interpreted by contacting the Language Line which offers interpretation in over 240 languages.

UWM 211 will provide friendly trained Customer Resource Specialists (CRSs) who will answer calls from claimants. The CRS will answer the call utilizing the Nebraska Unemployment Insurance Services approved greeting. The UWM 211 CRS, a friendly voice, will intently listen to the claimant and ask a few assessment questions to obtain a clear picture of the situation and needs, collect demographic information, and answer inquiries related to claim status, documentation requirements, give general information about the Unemployment Insurance Program and/or provide technical assistance. During the call, the CRS will determine if the inquiry should be sent to NDOL for follow-up. If a callback is needed, the CRS will schedule a callback. Callbacks will be scheduled to occur within specified timeframes.

UWM 211 will focus on delivering high quality customer service. Calls for Unemployment Insurance services will be answered as quickly as possible. When the call wait time exceeds 30 seconds, the caller will receive a message with three options: 1. An automatic call back to contact the caller when staff become available 2. Leave a voicemail 3. Remain holding. If the caller remains holding, the message will be repeated periodically. The voicemail box will be monitored and assigned to a CRS, so the call is returned as quickly as possible within 1 hour. All calls will be recorded, and a sample will be reviewed by a supervisor to ensure call quality.

UWM utilizes the following tools to ensure wait times are kept at a minimum:

- Use of Workforce Management to ensure the right number of staff are available to handle the predicted volume.
- Use of Dashboards on CRS desktop and on call center wall to indicate calls in queue.
- Management monitoring queues and dashboards to increase/decrease staff availability with volumes.
- Offer Automatic Callback if the wait time exceeds 30 seconds. The system can provide the current average call wait time and estimated time for receiving a call back.

UWM Account Manager will contact NDOL Point of Contact when wait time exceeds three minutes and offer a corrective action plan to address the issue.

All CRSs will receive customer service training to assist in delivering a consistent customer experience. All calls will be handled with courtesy and professionalism, and the caller will be treated with respect. Communication will be clear and empathetic with a focus on efficiently resolving the inquiry.

UWM 211 is aware that when claimants are applying for and/or receiving Unemployment Insurance, this may be a difficult time, and the claimant may have other unmet needs such as housing, utilities, food, and/or transportation. If a need is discovered during an inquiry, the CRS can offer to connect the claimant with another CRS within 211 to offer information and resources to meet the need. Although the Unemployment Insurance Call Center is not a crisis line, claimants may make contact in a crisis situation. UWM CRS receive training on how to assist contacts in a crisis situation. Staff will stay on the phone with the claimant and assist in connecting with the agency identified to best assist in the crisis, which could be 988 or 911. Law Enforcement or Adult Protective Services may also be contacted to assist.

In addition to training, an after-call survey will be available for the caller. UWM 211 will follow up with claimants on issues identified in the surveys. The survey results will be tracked and reported to NDOL monthly. Quality Assurance will also review a minimum of 5 calls a day to ensure customer service goals are met.

UWM 211 utilizes iCarol, a robust, cloud-based Customer Relationship Management (CRM) system that is fully capable of supporting the NDOL in administering Unemployment Insurance program call center operations. iCarol is designed specifically for contact center environments and meets or exceeds the comprehensive CRM functionality outlined in the RFP.

iCarol is used for data collection and case/call documentation. iCarol allows for structured data entry fields and comprehensive case management. The system is configured to collect and securely store:

- Caller name and contact information
- Last four digits of the caller's Social Security number
- Reason for the call (disposition code)
- Detailed case summary with timestamps
- Scheduled callback time (when applicable)

This information is stored in real-time and can be accessed by authorized agents and supervisors. Fields are customizable to mirror NDOL-specific terminology or workflows and can be updated within 24–48 hours per request.

iCarol supports integration with third-party systems such as NDOL's NEworks system via API and secure data exchange protocols. The platform enables:

- Automated or manual data exports in formats including Excel, Word, and PDF
- Easy access to data sets for dashboard generation, data warehousing, or reporting
- Direct API endpoints for real-time interoperability with state systems

iCarol offers a high degree of configurability without requiring back-end programming, allowing workflows, data fields, and screen views to be modified within hours. NDOL administrators can create custom workflows for callbacks, escalations, and follow-ups; assign tickets based on agent availability or priority and use queue-based routing for efficient team-based workload management.

The system includes comprehensive case management capabilities, including:

- End-to-end tracking from intake to resolution
- Individual and team-based views for task assignment and collaboration
- Audit trails capturing activity history, case updates, and resolution timelines
- Activity/task creation with reminders, priority levels, and due dates
- Assignment of tasks to users or teams with real-time progress tracking

The iCarol Contact Record (Call Report) API to seamlessly shares contact record data collected within iCarol with external applications and allows those applications to send information back to iCarol to update existing contact records in the UWM 211 system.

iCarol has a library of reports that can be utilized for tracking performance. UWM is proposing to utilize the Power BI application to meet the reporting and dashboard requirements for this contract. Power BI is robust and customizable and is integrated with iCarol (CRM) and InContact (IVR) systems. Power BI provides real-time dashboards and built-in tools for SLA and quality assurance, including:

- Call center agent performance ratings
- Case resolution timelines and service level adherence
- Customizable dashboards with key metrics such as average handle time, case closure rate, and first-call resolution
- Review of team activity, progression over time, and workload balancing
- Agent-level and team-level productivity reports

The Power BI application includes a robust reporting suite that allows for:

- Pre-defined standard reports (e.g., call volume, case resolution, satisfaction)
- On-demand ad hoc queries for program evaluation or trend analysis
- Exportable reports for compliance, quality assurance, and performance review
- Customer satisfaction data collection and tracking (via post-interaction surveys or follow-ups)

iCarol supports scripted call flows and templates to guide agents through common scenarios. This ensures consistent and compliant responses, improved accuracy in the information provided and faster call resolution and reduced handling time.

CRS and managers can easily create and manage activities and follow-up tasks, with features including:

- Custom task creation linked to specific cases or contacts
- Status tracking, reminders, and priority settings



- Full visibility of open, closed, or overdue tasks
- Easy reassignment and team-based collaboration

UWM 211 is fully equipped to meet NDOL's CRM scope of work using the iCarol platform. With its secure, configurable, and highly integrative capabilities, iCarol enables seamless tracking, reporting, and management of unemployment insurance inquiries. Our experienced team will collaborate closely with NDOL to ensure timely configuration, data integrity, and exceptional claimant support services throughout every phase of this contract.

UWM 211 will develop and implement a structured callback protocol for inquiries that cannot be resolved by a CRS. This protocol includes:

- Logging unresolved inquiries in iCarol, including:
  - Caller name, address, and phone number
  - Last four digits of SSN
  - Reason for the call and disposition
  - Scheduled callback time
- Providing the caller a callback window and explaining that NDOL staff will follow up
- Scheduling callbacks within 24 business hours, or at the next earliest available time if necessary
- Tracking resolution of each callback to ensure prompt follow-up and closure
- Submitting weekly reports to NDOL detailing all callback activity
- Sending daily summaries of pending callbacks to NDOL staff
- Escalating any missed or improperly scheduled callbacks to NDOL's designated point of contact

NDOL staff will also be granted access to iCarol to review, prioritize, assign, and close out callback requests. iCarol allows for streamlined assignment of callback cases to staff within 15 minutes. UWM will conduct ongoing quality assurance reviews to ensure the callback process is operating as designed and to identify trends or barriers.

UWM has direct experience managing appointment scheduling and callbacks through programs like VITA tax services, where we facilitate thousands of scheduled appointments statewide each tax season.

To minimize overuse of the callback process, UWM will analyze callback trends and, when appropriate, develop CRS tip sheets to help resolve commonly escalated issues during the initial call.

UWM 211 will maintain a dedicated team of trained CRS assigned to this contract. We are committed to the following performance goals:

- Answer at least 98% of incoming calls (excluding IVR-dropped calls), 100% of the time
- Keep the abandoned call rate at or below 10%
- Answer calls within an average of three (3) minutes
- Resolve 80% of calls on first contact, minimizing the need for callbacks
- Limit hold times to under one (1) minute

UWM 211's quality assurance (QA) team will routinely monitor call resolution rates. If a CRS is referring a high number of calls unnecessarily, coaching will be provided, and documentation will be updated to support call resolution. Our internal QA also includes identifying themes in callbacks and proactively creating informational resources for agents.

UWM 211 consistently meets similar call answering and resolution standards in our active contracts, including with Nebraska, Iowa and Illinois 211, the ISU crisis lines, and ADRC.

UWM 211 utilizes the NICE inContact IVR platform, which offers robust configuration and reporting capabilities. IVR features for this project will include:

- Callback-in-queue: Callers can request an automatic callback when it's their turn, instead of waiting on hold
- Option to remain on the line until a CRS becomes available
- Language routing to direct non-English speakers to appropriate staff
- Routing to specialized work queues for escalated or program-specific calls, such as was used successfully in the Save Our Seniors program
- Rapid configuration of scripts—UWM can make approved changes within 48 hours
- Real-time and historical reporting, including:
  - Queue performance
  - Agent activity and productivity
  - Call volume and abandonment trends

Scripts and routing logic will be submitted to NDOL for approval prior to deployment.

UWM 211 is committed to delivering services in line with NDOL's performance expectations. We will:

- Assign dedicated, trained staff to the NDOL project
- Scale staffing flexibly during peak times with additional trained personnel
- Meet or exceed the following Key Performance Indicators (KPIs):

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%
CRM/NEworks Call Documentation Accuracy	≥ 95% of calls

If any metric is not achieved, UWM will immediately develop and implement a corrective action plan in coordination with NDOL, ensuring transparency and a commitment to service excellence. Our call center contracts in Iowa and Illinois include performance metric requirements, and UWM 211 consistently delivers strong results under these agreements.

UWM 211 will participate in all meetings with the NDOL. We will have staff that facilitate work in the specific contract tasks (call center, call center operations, training, reporting, and performance management) available to discuss the task areas.

Our team will prepare for and participate in the contract kick-off meeting within 10 days of contract execution. We will collaborate with NDOL to contribute to the agenda as requested, focusing on key aspects such as the unemployment insurance program, training, call center operations, reporting, quality assurance, monitoring, and evaluation. This introductory meeting will serve as an opportunity to review the contract, establish related procedures, and kick off discussions on project timelines, with a particular emphasis on aligning our performance and quality evaluation processes with the NDOL's expectations.

We will engage with NDOL in a series of meetings to finalize all required plans, including the training plan for UWM staff, the implementation of the call center, and the Unemployment Insurance Call Center operations framework.

These meetings will ensure that all associated timelines are realistic, clearly defined, and aligned with the Unemployment Insurance program's strategic goals. Our collaborative approach will prioritize quality improvement, ensuring that all plans support the continuous enhancement of unemployment insurance services, and the efficiency of call center operations.

To ensure continuous alignment and progress, our team will meet with NDOL on a regular basis, with meetings scheduled every month. During these meetings, we will discuss the status of ongoing projects, including training, performance, and any quality improvement initiatives. Performance metrics will be reviewed to assess the effectiveness of our services, identify areas for improvement, and make necessary adjustments to maintain a high standard of service delivery. Our focus will be on ensuring that the Call Center remains responsive to the needs of the claimants.

UWM 211 is committed to providing accurate and timely reporting on all performance management data and other information as requested by the Agency. This will include detailed reports on training activities, Call Center's performance metrics, and the outcomes of our quality improvement activities. Reports will include data and information on the unemployment insurance services provided. These reports will be aligned with the collaborative processes outlined in the Quality Plan and will meet any additional requirements.

A dedicated UWM 211 Community Research Manager will be assigned to complete reports and provide detailed analysis of the Call Center performance and operations, create reports and report format in the method agreed upon. Our reporting process will be designed to provide clear insights into the

effectiveness of the call center, supporting data-driven decision-making and continuous quality improvement

As a partner, UWM will provide NDOL staff with the tools and reports necessary to monitor the contract. NDOL staff are also welcome to observe operations onsite. As a partner, UWM welcomes feedback gained from observation, inspections, interviews and audits of the call center.

UWM will collaborate with NDOL's Unemployment Insurance program leadership and team to maintain a successful Unemployment Insurance program. We propose to establish a Quality Team to lead Unemployment Insurance Call Center evaluation and quality improvement activities. The Quality Team membership will include key leadership from NDOL and UWM, Claimants who have used Unemployment Insurance Services and other interested stakeholders. UWM will coordinate and facilitate quarterly meetings to establish and monitor performance measures.

UWM will establish and implement performance plans. In addition, we are committed to providing progress updates to NDOL twice a year on performance measure data and quality improvement efforts.

The key focus areas for Call Center success include:

- **Accessibility:** We will measure the percentage of calls answered (98%), average speed of answer (less than 3 minutes), abandoned call percentage (less than 10%), repeat caller percentage (less than 20%),
- **Customer Service:** We will measure our customer satisfaction score (greater than 85%) and review the surveys. We will also include the following metrics: scheduled callback percentage (less than 20%), length of time the caller was placed on hold (less than 2 minutes), call resolution percentage, and service level.
- **Consistency:** We will measure the following metrics: average handle time (less than 10 minutes), after call work (less than 1.5 minutes), accuracy of data entered in iCarol and NEworks (95% or greater), adherence to call scripts and service level.

All calls are recorded and stored. Quality Assurance will be conducted on 2 calls per CRS per week. The monitoring form utilized in call monitoring will be approved by NDOL. In addition, calibration calls will occur with NDOL to ensure consistency in reviewing. The call monitoring results are reviewed with CRS's twice a month in 1:1 meeting; improvement plans are developed to increase success. made for improvement are agreed upon. Calls identified as part of a complaint can be stored and utilized for learning moments.

United Way of the Midlands (UWM) will operate the Unemployment Insurance Services Call Center at its physical location in the Millwork Commons Building, 1229 Millwork Avenue, Suite 402, Omaha, Nebraska. All Call Center agents (CRS) and support staff will work on-site, as required by this contract. The Call Center is a secure area, separate from UWM's main operational departments, with badge-access entry and on-site security personnel. Each staff member will have a dedicated workspace with all necessary telephone and computer equipment configured for secure operations and full functionality.

UWM is offering a full turnkey solution. The Unemployment Insurance Services Call Center will be equipped and managed entirely by UWM, including:

- Fully trained CRS, Supervisors, Quality Assurance and an experienced Account Manager
- Office infrastructure, equipment, and telephony services (including the provision and maintenance of an (800) number or collaboration with an existing line)
- A secure, dedicated workspace with the necessary telephony, computing hardware, software, and connectivity
- InContact IVR and iCarol CRM systems for integrated call routing and data entry

All telephone and data lines will be installed and maintained by UWM. No equipment will be requested from the State.

UWM will operate in full compliance with all applicable federal and state laws and regulations for the duration of the contract. UWM will function as an extension of NDOL and seek NDOL's review and approval for all scripts, policies, and procedures related to service delivery.

The Call Center will operate Monday through Friday from 8:00 AM to 5:00 PM CST, excluding recognized State holidays. UWM will be fully responsible for all aspects of staff oversight, including hiring, onboarding, training, timekeeping, payroll, performance evaluations, and, when necessary, termination. UWM 211 expects staffing, at the Unemployment Insurance Services Call Center, to be utilizing 15 – 17 FTE CRS positions, some full time, part time and temporary, based on anticipated call volume and meeting performance expectations. UWM anticipates exceeding the language access expectations by assigning at least 25% of CRS who are fluent in both English and Spanish. For other language needs, UWM will use Language Line Solutions, which offers interpretation in over 240 languages. All interpretation service costs are included in the cost proposal.

UWM will manage all inbound calls related to unemployment insurance, including claimant inquiries and callback scheduling. Our call system will integrate with NDOL's telephony and data systems. Call scripts will be developed collaboratively and submitted to NDOL for approval prior to use. CRS will enter data into iCarol CRM and NWorks, capturing:

- Name
- Address
- Claim number
- Phone number
- Mother's maiden name
- Reason for the call
- Resolution and callback time (if applicable)

The NICE InContact IVR system will direct calls based on language and inquiry type, as determined by NDOL-approved scripts. UWM will provide NDOL with access to the InContact platform for real-time

monitoring of system performance and call metrics. UWM will also provide regular and ad hoc call reports, as mutually agreed upon.

Performance will be evaluated monthly and will include key metrics related to call volume, service levels, agent performance, and staffing adequacy. If UWM falls below any agreed-upon performance thresholds, a corrective action plan will be submitted promptly. Reports will be generated and reviewed by Reporting Manager Maret Wibel, and dashboards will be accessible to NDOL for ongoing oversight.

UWM is proposing the following key personnel for this contract:

- **Account Manager:** Myria Ming, UWM 211 Director, will serve as the primary point of contact. She brings senior-level experience in call center operations and will be available during all service hours. In her absence, a senior 211 leader will provide support.
- **Call Center Supervisor:** Responsible for CRS oversight and daily operations. Reports to Myria Ming.
- **Quality Assurance Manager:** Kevin Richardson, Training and Quality Manager, will support the team by providing QA activities. Kevin will be available to coach CRS on performance and oversees call monitoring and performance improvement.
- **Call Center Representatives (CRS):** Trained front-line staff responsible for claimant interactions.

UWM will participate in NDOL's "Train the Trainer" model and lead all subsequent training activities for staff. The training process includes:

1. Reviewing NDOL-provided program documentation
2. Developing and revising training materials
3. Conducting initial training with feedback collection
4. Submitting training plans to NDOL for review and approval
5. Implementing quarterly refresher trainings
6. Updating materials based on NDOL policy changes and CRS feedback

Training content will include:

- Customer service and sensitivity training
- NDOL-specific policies and procedures
- Ethical responsibilities and confidentiality
- Role-playing and script familiarity
- Hope Theory framework and cultural competency development

UWM's evaluation approach measures training outcomes such as program comprehension, skill application, and customer service quality.

UWM will provide NDOL with access to a real-time Power BI dashboard displaying:

- Call statistics (answered, abandoned, resolved)



- Interval reports (hourly, daily, weekly)
- Agent performance metrics (AHT, ASA, CSAT)
- Call category trends
- Service level adherence

Custom and ad hoc reports will be provided upon request. Maret Wibel will lead report development and ensure accuracy, accessibility, and timely delivery.

In the event of service disruption, UWM will immediately notify NDOL's point of contact and provide a resolution timeline. UWM has business continuity procedures in place to restore service quickly and minimize operational impact.

## **b. Detailed project work plan**

### **Unemployment Insurance Services Call Center – Work Plan**

**Prepared by: United Way of the Midlands (UWM)**

#### **Overview**

This Work Plan outlines UWM's approach to launching and operating the Unemployment Insurance Call Center for the Nebraska Department of Labor (NDOL). The plan includes major phases, deliverables, timelines, and evaluation strategies to ensure a seamless, compliant, and performance-driven implementation.

#### **Project Phases and Timeline (please see Chart 2 below)**

**Chart 2**

<b>Phase</b>	<b>Activities</b>	<b>Start</b>	<b>End</b>	<b>Deliverables</b>
<b>1. Project Kickoff</b>	<ul style="list-style-type: none"> <li>- Kickoff meeting with NDOL</li> <li>- Finalize communication protocols</li> <li>- Confirm roles/responsibilities</li> <li>- Confirm project stages and requirements</li> <li>- Finalize and submit Project Plan</li> </ul>	Day 1	Day 12	Kickoff Agenda and Meeting Notes Project Plan
<b>2. Systems Integration</b>	<ul style="list-style-type: none"> <li>- InContact configuration with IVR routing</li> <li>- Integrate iCarol and NEworks</li> <li>- Connect to NDOL 800#</li> <li>- Set up workstations and phone systems</li> </ul>	Day 5	Day 20	Functional phone and data system System test reports

<b>3. Staff Hiring &amp; Training</b>	- Hire 15–17 CRS staff - Attend Train the Trainer sessions - Develop and submit Training Plan, Curriculum, and Scripts - Conduct training: UI policies, technology, CSAT, crisis intervention - QA and supervisor onboarding	Day 1	Day 25	Training Plan Curriculum, Call Scripts, Completed training rosters Training feedback summary
<b>4. Pilot Testing</b>	- 2-day pilot of full systems - Monitor and adjust workflows - Review test call results with NDOL	Day 26	Day 29	Pilot test summary report Adjusted workflows
<b>5. Full Implementation</b>	- Go live - Begin full data collection/reporting - Monitor real-time performance	Day 30	Ongoing	Daily call center service Weekly & Monthly Reports

### Ongoing Service and Performance Monitoring

Beginning Day 30, UWM will operate the Unemployment Insurance Call Center with the following service standards and Key Performance Indicators (KPIs):

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	< 20%
Repeat Caller Percentage	< 20%
Scheduled Callback Percentage	< 20%
Customer Satisfaction Score	≥ 85%
<ul style="list-style-type: none"> <li>• <b>Dashboard Monitoring:</b> NDOL will receive access to live Power BI dashboards.</li> <li>• <b>Corrective Action Plans:</b> If any KPIs are not met, UWM will submit an action plan within 5 business days.</li> </ul>	

### Meetings, Reporting, Monitoring, and Quality Assurance

#### Meetings

UWM 211 will participate in all meetings with the Nebraska Department of Labor (NDOL) related to the Unemployment Insurance Services Call Center. Our team will include staff with expertise in each contract task area—call center operations, training, reporting, and performance management—to ensure productive, informed discussions.

- **Kick-Off Meeting:** UWM will prepare for and attend a virtual kick-off meeting within 10 days of contract execution. In collaboration with NDOL, we will contribute to the agenda, which will include review of the UI program, contract requirements, implementation timelines, training, operations, reporting, monitoring, and evaluation.
- **Planning Meetings:** UWM will work closely with NDOL through a series of planning meetings to finalize all required implementation documents. This includes:
  - Training Plan for UWM staff
  - Call Center Operations Framework
  - Reporting and Quality Assurance Plans
- **Monthly Meetings:** Ongoing meetings will be held monthly to review:
  - Call center performance metrics
  - Quality improvement activities
  - Training and staffing updates
  - Customer satisfaction trends
  - Any emerging issues or required changes
- **Quarterly Quality Meetings:** UWM will facilitate quarterly Quality Team meetings that include NDOL leadership, UWM management, UI claimants, and other stakeholders to evaluate performance metrics and identify opportunities for improvement.

This collaborative approach will ensure continuous alignment with NDOL goals and a shared focus on improving outcomes for UI claimants.

## Reporting

UWM is committed to providing timely, accurate, and actionable reporting to NDOL. Reports will be aligned with the expectations outlined in the Quality Plan and may be customized to meet any additional Agency requirements.

- **Daily Reports:** Key performance indicators including call volume, abandonment rate, ASA (Average Speed to Answer), and staffing levels.
- **Weekly Reports:** Summaries of performance trends, customer feedback, and emerging issues.
- **Monthly Reports:** Comprehensive data on call center operations, quality assurance findings, and staff training metrics.
- **Semi-Annual Reports:** Detailed updates on performance measures and progress on quality improvement goals.

A dedicated UWM 211 Community Research Analyst will be assigned to oversee the reporting function, ensuring consistency, clarity, and utility of all data submitted to NDOL. Reports will support data-driven decision-making and ongoing refinement of service delivery.

## Monitoring

UWM welcomes and encourages NDOL's oversight of the UI Call Center, both onsite and virtually.



- NDOL will have access to real-time dashboards via the InContact platform and Power BI.
- UWM supports observation, audits, inspections, and interviews conducted by NDOL.
- Feedback from NDOL monitoring activities will be reviewed and incorporated into performance improvement efforts.

## Quality Assurance

To ensure consistent service excellence, UWM will establish a dedicated Quality Team in partnership with NDOL. This team will lead performance evaluation and improvement activities, supported by a structured QA framework:

- **Performance Metrics Monitored:**
  - *Accessibility:* Call answer rate ( $\geq 98\%$ ), ASA ( $< 3$  minutes), abandoned calls ( $< 10\%$ ), repeat caller rate ( $< 20\%$ )
  - *Customer Service:* CSAT ( $\geq 85\%$ ), hold time ( $< 2$  minutes), call resolution rate, scheduled callback rate ( $< 20\%$ )
  - *Consistency:* AHT ( $< 10$  minutes), after call work time ( $< 1.5$  minutes), data accuracy in iCarol and NEworks ( $\geq 95\%$ ), call script adherence
- **Call Monitoring:**
  - All calls will be recorded and securely stored.
  - Each CSR will have 2 randomly selected calls reviewed per week using a standardized, NDOL-approved monitoring tool.
  - Results will be reviewed during biweekly 1:1 meetings between CSRs and supervisors.
  - Calibration sessions will be conducted with NDOL to ensure consistency in scoring and evaluation.
- **Improvement Plans:**
  - If performance gaps are identified, customized improvement plans will be developed and tracked with the CSR.
  - Calls related to complaints may be used (with appropriate privacy protections) for coaching and training purposes.
- **Progress Updates:** UWM will provide NDOL with semi-annual summaries of performance data and quality improvement efforts.

## Training

- **Initial Training:** Developed with NDOL input. Includes UI knowledge, customer service, IVR use, and documentation protocols.
- **Ongoing Training:** Quarterly refreshers and as-needed updates for policy changes.

## Risk Mitigation and Crisis Protocols

- **Real-Time Staffing Adjustments:** Use of dashboards and workforce management tools.



- **Backup Plans:** Senior staff and supervisors on call during operating hours.
- **Crisis Escalation:** CRS trained in crisis protocol; referrals to 211, 988, or 911 as needed.

#### Communication Plan

- **Weekly Check-ins:** Between UWM Account Manager and NDOL liaison.
- **Issue Escalation:** Within 24 hours of a significant incident or performance breach.
- **Feedback Loop:** Monthly review of NDOL feedback to refine operations.

#### Key Personnel

Role	Name	Responsibilities
Account Manager	Myria Ming	Lead liaison with NDOL, manage operations
Call Center Supervisor	[TBD]	Daily team management, coverage, scheduling
Quality Assurance Lead	Kevin Richardson	Monitor service quality, review calls
Reporting Analyst	Maret Wibel	Generate performance reports and data dashboards
CRS	15-17 FTE	Answer inbound calls for Unemployment Insurance and schedule callbacks when needed

#### c. Deliverables and due dates (please see Chart 3 below)

#### Chart 3

Deliverable	Due Date
Detailed Project Plan with phases Project Kick-off, systems integration, staff training, pilot testing, and full-scale implementation	Day 12 depending on Project Kick-off date
Outline with timelines for each phase	Day 12 depending on Project Kick-off
Provide daily services and reports while meeting specified performance standards. <ul style="list-style-type: none"> <li>• Average Speed to Answer (ASA) &lt;3 minutes</li> <li>• Average Handle Time (AHT) &lt; 10 minutes</li> <li>• After Call Work (ACW) &lt; 1.5 minutes</li> <li>• Abandoned Call Percentage &lt; 20%</li> <li>• Repeat Caller Percentage &lt; 20%</li> <li>• Scheduled Callback Percentage &lt; 20%</li> <li>• Customer Satisfaction Score (CSAT) 85% or greater</li> </ul>	Available at implementation targeting 30 days after contract signing.

#### d. Attachment #1 Required Bidder Responses

Attachment #1 required bidder responses can be found in the uploaded file “121962 O3 United Way of the Midlands File 2 of 3”

**e. Attachment #2 Cost Proposal**

Attachment #2 Cost Proposal can be found in the uploaded file “121962 O3 United Way of the Midlands File 3 of 3”



**121962 O3 United Way of the Midlands**  
**File 3 of 3**  
**2.e. Attachment #2 Cost Proposal**



COST PROPOSAL  
NDOL Call Center Support for Unemployment Insurance Services  
RFP 121962 - o3  
Bidder's Name: United Way of the Midlands

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)	6,000.00	6,000.00	6,000.00	6,000.00	6,000.00
V.D. a	Project Planning and Management	21,120.74	19,179.36	19,754.74	20,347.39	20,957.81
V.D. b	Outline and phase management	17,500.00	-	-	-	-
V.D. c	Daily First Tier Support and call reporting (paid biweekly)	885,616.89	910,715.39	935,813.90	960,912.41	986,010.91
	<b>Total Project Costs</b>	<b>930,237.63</b>	<b>\$935,894.76</b>	<b>\$961,568.65</b>	<b>\$987,259.79</b>	<b>\$1,012,968.72</b>