

## PROFESSIONAL SERVICES CONTRACT

### Contract # EDS A27-26-004

This Contract ("Contract"), entered into by and between the **Indiana Secretary of State (the "State")** and **Netfor Inc. (the "Contractor")**, is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

**1. Duties of Contractor.** The Contractor shall provide the following services relative to this Contract:

ADSD/BSD Call Center services as detailed in **Attachment A**, subject to performance terms and conditions detailed in **Attachment B**.

**2. Consideration.** The Contractor will be paid for goods and professional services on an as-needed basis, at rates detailed in **Attachment A** for performing the duties set forth above. Total remuneration under this Contract shall not exceed **One Million Dollars (1,000,000.00)**.

**3. Term.** This Contract shall be effective for a period of **12 months**. It shall commence on **August 1, 2025** and shall remain in effect through **July 31, 2026**.

**4. Access to Records.** The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

**5. Assignment; Successors.**

A. The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

B. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. Additionally, the Contractor shall provide prompt written notice to the State of any change in the Contractor's legal name or legal status so that the changes may be documented and payments to the successor entity may be made.

**6. Assignment of Antitrust Claims.** As part of the consideration for the award of this Contract, the Contractor assigns to the State all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

**7. Audits.** The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC § 5-11-1, *et seq.*, and audit guidelines specified by the State.

The State considers the Contractor to be a "Contractor" under 2 C.F.R. 200.331 for purposes of this Contract. However, if it is determined that the Contractor is a "subrecipient" and if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), Contractor shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 *et seq.*

**8. Authority to Bind Contractor.** The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.

**9. Changes in Work.** The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

**10. Compliance with Laws.**

A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Contractor has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Contract.** If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.

F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC § 5-22-3-7:

(1) The Contractor and any principals of the Contractor certify that:

(A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC §24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC §24-5-12 [Telephone Solicitations]; or

(iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) the Contractor will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

**11. Condition of Payment.** All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

**12. Confidentiality of State Information.** The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material, and information gathered, based upon or disclosed to the

Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC § 4-1-10 and IC § 4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

### **13. Continuity of Services.**

A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue them. The Contractor agrees to:

1. Furnish phase-in training; and
2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

B. The Contractor shall, upon the State's written notice:

1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires; and
2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

### **14. Debarment and Suspension.**

A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the

State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

**15. Default by State.** If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute measures to collect monies due up to and including the date of termination.

**16. Disputes.**

A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs.

C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include: (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten (10) business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.

D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.

F. This paragraph shall not be construed to abrogate provisions of IC § 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with IC § 4-6-2-11, which requires approval of the Governor and Attorney General.

**17. Drug-Free Workplace Certification.** As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will: (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

**18. Employment Eligibility Verification.** As required by IC § 22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

- A. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC § 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

B. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

C. The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

**19. Employment Option.** If the State determines that it would be in the State's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-competition agreements that may be in effect. This release will be at no cost to the State or the employee.

**20. Force Majeure.** In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

**21. Funding Cancellation.** As required by Financial Management Circular 3.3 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

**22. Governing Law.** This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

**23. HIPAA Compliance.** If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

**24. Indemnification.** The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State will not provide indemnification to the Contractor.

**25. Independent Contractor; Workers' Compensation Insurance.** The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property,



arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and Contractor shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

**26. ~~Indiana Veteran Owned Small Business Enterprise Compliance.~~** Award of this Contract was based, in part, on the ~~Indiana Veteran Owned Small Business Enterprise ("IVOSB") participation plan, as detailed in the IVOSB Subcontractor Commitment Form, commonly referred to as "Attachment A-1" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by IDOA's Division of Supplier Diversity and may require an amendment. It is the State's expectation that the Contractor will meet the subcontractor commitments during the Contract term. The following certified IVOSB subcontractor(s) will be participating in this Contract: [Add additional IVOSBs using the same format.]~~

IVOSB \_\_\_\_\_ COMPANY NAME \_\_\_\_\_ PHONE \_\_\_\_\_ EMAIL OF CONTACT PERSON \_\_\_\_\_ PERCENT \_\_\_\_\_

*Briefly describe the IVOSB service(s)/product(s) to be provided under this Contract and include the estimated date(s) for utilization during the Contract term:*

~~A copy of each subcontractor agreement must be submitted to the Division of Supplier Diversity within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to [IndianaVeteransPreference@idm.in.gov](mailto:IndianaVeteransPreference@idm.in.gov), or mailed to IDOA, 402 W. Washington Street, Room W-462, Indianapolis, IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing IVOSB procurement and may result in sanctions allowable under 25 IAC 9-5-2. Requests for changes must be submitted to [IndianaVeteransPreference@idm.in.gov](mailto:IndianaVeteransPreference@idm.in.gov) for review and approval before changing the participation plan submitted in connection with this Contract.~~

~~The Contractor shall report payments made to certified IVOSB subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: [www.in.gov/idoa/mwbe/payaudit.htm](http://www.in.gov/idoa/mwbe/payaudit.htm). The Contractor may also be required to report IVOSB-certified subcontractor payments directly to the Division of Supplier Diversity, as reasonably requested and in the format required by the Division of Supplier Diversity.~~

~~The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.~~

**27. Information Technology Enterprise Architecture Requirements.** If this Contract involves information technology-related products or services, the Contractor agrees that all such products or services are compatible with any of the technology standards found at <https://www.in.gov/iot/2394.htm> that are applicable, including the assistive technology standard. The State may terminate this Contract for default if the terms of this paragraph are breached.

**28. Insurance.**



A. The Contractor and its subcontractors (if any) shall secure and keep in force during the term of this Contract the following insurance coverages (if applicable) covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract:

1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$2,000,000 ~~per person and \$5,000,000 per occurrence unless additional coverage is required by the State.~~ The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.
2. ~~If owned, non-owned, or hired autos are utilized in performance of services, Automobile liability for with minimum liability limits not less than \$700,000 per person and \$2,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.~~
3. ~~Errors and Omissions liability with minimum liability limits of \$1,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Contract.~~
4. ~~If the Contractor is responsible for the management and oversight of various employee benefit plans and programs such as pensions, profit sharing and savings, Fiduciary liability with limits no less than \$700,000 per cause of action and \$5,000,000 in the aggregate.~~
5. ~~Valuable Papers coverage, if applicable, with an Inland Marine Policy Insurance with limits sufficient to pay for the re-creation and reconstruction of such records.~~
6. ~~Surety or Fidelity Bond(s) if required by statute or by the agency.~~
7. ~~Cyber Liability addressing risks associated with electronic transmissions, the internet, networks and informational assets, and having limits of no less than \$700,000 per occurrence and \$5,000,000 in the aggregate.~~

The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance on request ~~prior to the commencement of this Contract~~ and proof of workers' compensation coverage meeting all statutory requirements of IC § 22-3-2 on request. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana on request.

B. The Contractor's insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.

4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.
5. The Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.
- C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State on request. ~~before the commencement of this Contract.~~

## 29. Key Person(s).

- A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the State shall have the right to terminate this Contract upon thirty (30) days' prior written notice.
- B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of the State.

Nothing in sections A and B, above shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Contract is/are no key persons

**30. Licensing Standards.** The Contractor, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the Contractor pursuant to this Contract. The State will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

**31. Merger & Modification.** This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

## 32. Minority and Women's Business Enterprises Compliance.

~~Award of this Contract was based, in part, on the Minority and/or Women's Business Enterprise ("MBE" and/or "WBE") participation plan as detailed in the Minority and Women's Business Enterprises Subcontractor Commitment Form, commonly referred to as "Attachment A" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during~~

~~the Contract term must be approved by Division of Supplier Diversity and may require an amendment. It is the State's expectation that the Contractor will meet the subcontractor commitments during the Contract term.~~

~~The following Division of Supplier Diversity certified MBE and/or WBE subcontractors will be participating in this Contract: [Add additional MBEs and WBEs using the same format.]~~

MBE or WBE	COMPANY NAME	PHONE	EMAIL OF CONTACT PERSON	PERCENT

~~Briefly describe the MBE and/or WBE service(s)/product(s) to be provided under this Contract and include the estimated date(s) for utilization during the Contract term:~~

~~A copy of each subcontractor agreement must be submitted to the Division of Supplier Diversity within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to [MWBECompliance@idoe.IN.gov](mailto:MWBECompliance@idoe.IN.gov), or mailed to Division of Supplier Diversity, 402 W. Washington Street, Room W 462, Indianapolis IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing MBE/WBE procurement and may result in sanctions allowable under 25 IAC 5-7-8. Requests for changes must be submitted to [MWBECompliance@idoe.IN.gov](mailto:MWBECompliance@idoe.IN.gov) for review and approval before changing the participation plan submitted in connection with this Contract.~~

~~The Contractor shall report payments made to Division of Supplier Diversity certified subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: [www.in.gov/idoa/mwbe/payaudit.htm](http://www.in.gov/idoa/mwbe/payaudit.htm). The Contractor may also be required to report Division of Supplier Diversity certified subcontractor payments directly to the Division, as reasonably requested and in the format required by the Division of Supplier Diversity.~~

~~The Contractor's failure to comply with the provisions in this clause may be considered a material breach of the Contract.~~

**33. Nondiscrimination.** Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). The Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

The State is a recipient of federal funds, and therefore, where applicable, the Contractor and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant



to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

**34. Notice to Parties.** Whenever any notice, statement or other communication is required under this Contract, it will be hand-delivered or sent by first-class U.S. mail service, or commercial courier service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

**Jerold A. Bonnet, General Counsel  
Office of the Indiana Secretary of State  
200 W. Washington St. Room 201  
Indianapolis, IN 46204**

B. Notices to the Contractor shall be sent to:

**Netfor Inc.  
201 North Illinois St., South Tower, 16<sup>th</sup> Floor  
Indianapolis, IN 46204  
Attn: Jeff Medley, CEO**

As required by IC § 4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State.

**35. Order of Precedence; Incorporation by Reference.** Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract, (2) attachments prepared by the State, (3) State's RFP or RFQ if any, (4) Contractor's response to State's RFP or RFQ if any, and (5) attachments prepared by the Contractor. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

**36. Ownership of Documents and Materials.**

A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the "Materials") not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor hereby transfers and assigns any ownership claims to the State so that all Materials will be the property of the State. If ownership interest in the Materials cannot be assigned to the State, the Contractor grants the State a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.

B. Use of the Materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to the Materials developed for or supplied by the State and used to develop or assist in the services provided while the Materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the State full, immediate, and unrestricted access to the Materials and to Contractor's work product during the term of this Contract.

**37. Payments.**

A. All payments shall be made thirty-five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC § 4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained

from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC § 4-13-2-20.

B. If the Contractor is being paid in advance for the maintenance of equipment, software or a service as a subscription, then pursuant to IC § 4-13-2-20(b)(14), the Contractor agrees that if it fails to fully provide or perform under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

**38. Penalties/Interest/Attorney's Fees.** The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC § 5-17-5, IC § 34-54-8, IC § 34-13-1 and IC § 34-52-2.

Notwithstanding the provisions contained in IC § 5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

**39. Progress Reports.** The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

**40. Public Record.** The Contractor acknowledges that the State will not treat this Contract as containing confidential information and the State will post this Contract on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Contract shall not be considered an act of the State.

**41. Renewal Option.** This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC § 5-22-17-4. The term of the renewed contract may not be longer than the term of the original Contract.

**42. Severability.** The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

**43. Substantial Performance.** This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

**44. Taxes.** The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

**45. Termination for Convenience.** This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to IDOA and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that IDOA shall be deemed to be a party to this Contract with



authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

**46. Termination for Default.**

A. With the provision of thirty (30) days' notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:

1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
3. Make progress so as to endanger performance of this Contract; or
4. Perform any of the other provisions of this Contract.

B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

**47. Travel.** No expenses for travel will be reimbursed unless specifically authorized by this Contract. Permitted expenses will be reimbursed at the rate paid by the State and in accordance with the *Indiana Department of Administration Travel Policy and Procedures* in effect at the time the expenditure is made. Out-of-state travel requests must be reviewed by the State for availability of funds and for conformance with *Travel Policy* guidelines.

**48. Waiver of Rights.** No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor's negligent performance of any of the services furnished under this Contract.

**49. Work Standards.** The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

**50. State Boilerplate Affirmation Clause.** I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in *2022 SCM Template*) in any way except as follows: **Paragraphs 26, 28, and 32.**

**Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.

In Witness Whereof, the Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below agree to the terms thereof.

**Netfor Inc, [Contractor]**By: 

Name and Title, Printed

Date:

**Indiana Secretary of State [Indiana Agency]**By: 

Jerold A. Bonnet, Deputy Secretary of State

Date:

## Attachment B

### Performance Terms and Conditions

Pursuant to Indiana Code 5-37.5 "Fiscal Integrity and Contract Accountability" Vendor agrees to the following:

1. **Independent Assessment.** At the discretion of the State, Contractor's complete and timely delivery of goods and services will be subject to assessment of deficiency pursuant to requirements in Attachment A, including time of delivery, completeness, and functionality, by RSM US LLP, the State's independent contract review contractor.
2. **Assessment Deficiencies.** Notice of deficiencies in complete and timely delivery of goods and services will be communicated to Contractor in writing by the State within 5 business days of receipt by the State.
3. **Response, resolution or correction.** Upon receipt of notice of deficiency in timely, complete, and functional delivery of goods and services, Contractor will have 5 business days to provide a satisfactory response to the assessment of deficiencies, and a plan of resolution if applicable. Contractor will have 30 days from the date of notice of a deficiency to correct or otherwise resolve the deficiency to the satisfaction of the State.
4. **Assessment of Liquidated Damages.** Any deficiency not resolved to the satisfaction of the State within 30 days of notice may be subject to full or partial suspension of payment and assessment of Liquidated Damages in addition to any remedies under the Contract. The State may suspend payment for any goods or services under this contract assessed as being deficient for a period not to exceed 120 days. The State may assess and deduct as liquidated damages an amount equal to 5% per month of invoiced amounts for goods or services assessed as being deficient, which remain unresolved after 30 days notice, up to a total maximum of 15%. Payment for all or part of an invoice for which payment has been suspended due to assessment of deficiency will be made promptly upon resolution of the deficiency.

RDS A27-26-004

ATTACHMENT A

**NETFOR**

**Technical Proposal – Additional Information: RFP #SOS-26-001**

Secretary of State Business Services Division Call Center

Indiana Secretary of State  
Netfor Inc. Response

**July 17, 2025**



## Transmittal Letter

July 17, 2025

To: The Indiana Secretary of States Office,

Per your request, please find clarification and additional information related to Netfor's RFP response.

Sincerely,

Jeffrey D. Medley, President/CEO



## Additional Metrics for January 1, 2025 through June 30, 2025

As the incumbent provider, it is understood that it is relevant for IN SOS to look at service level actuals to provide for both acknowledgement of performance and set objectives for the next contract if awarded. Below, please find the Q1 and Q2 2025 actual service levels for Netfor. Please note the following:

- The current contracted target for FCR (Res) is 90% rather than 95%. Netfor's proposal is based on 90%
- There currently is not a contracted target for FCR (All)
- The current contracted target for TSF is 70% in 60 sec rather than 30 sec. Netfor's proposal is based on 60 sec.

Division	AHT	AR	FCR (Res)	FCR( All)	TSF	CRR	CDR
BSD	8.55	3.06	93.27%	90.14%	73%	2.81%	.36%
ASD	8.25	2.73	87.26%	85.2%	75%	1.18%	0%
Goal	< 8.00	< 3.00	> 95%	> 80%	70% /30 s	< 2%	< 2%
* Blended	8.51	3.02	93%	90%	73.26	2.6%	.3%

## Call Center Software API

Netfor has the ability via API, middleware, and other integration methods to share information asynchronously between Netfor's systems and those of IN SOS systems

## Ability to Utilize Genesys or Other State Software

Netfor not only has the ability to utilize Genesys and other State Software but is already doing this with multiple IN State Agencies today.

## INBIZ Platform Modernization

Netfor will continue to support the INBIZ platform and planned modernization and provide ongoing updates to knowledge articles and training for agents as a result.

## State Agencies Allowed to Contract for AI based Services



Netfor understands that only the Indiana Office of Technology is allowed to contract for AI based services. Information regarding Netfor's AI related capabilities was included in Netfor's proposal to show Netfor's strategic innovation and investment in ensuring our customer service services over the term of the proposed two year contract and beyond, remain as relevant, efficient, high quality, and up to date as possible (ex. A hybrid AI/Human model has already proven the best CX approach and saves significant on spend) if and when the IN SOS is interested in such a model.

## Real Time Reports of Service Level Actuals vs Targets

Real time daily reports of Service Level actuals vs targets are included in the services Netfor provides today and will continue to be included in the future.

## Utilization Rates based on Monthly Average Handle Time

Netfor's per minute utilization rates based on monthly average handle time are below. Note this represents an effective **8% reduction in the 2024/2025 fiscal year pricing** including a 5% reduction in the price and foregoing of a scheduled 3.0% cost of living adjustment for the 2025/2026 fiscal year.

Average Handle Time	Rate per minute
< 8.00	\$ 1.14
>8.00 < 8.50	\$ 1.12
>8.50 < 9.00	\$ 1.10
> 9.00	\$ 1.08



**Technical Proposal: RFP #SOS-26-001**

Secretary of State Business Services Division Call Center

Indiana Secretary of State  
Netfor Inc. Response

**June 27, 2025**



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## Transmittal Letter

July 7, 2025

To: The Indiana Secretary of States Office,

Netfor Inc. ("NETFOR") is a Sub-Chapter S Corporation with a primary address at 201 North Illinois Street, South Tower, 16<sup>th</sup> Floor, Indianapolis, IN 46204 . NETFOR also maintains an office at 6892 Hillsdale Court, Indianapolis, IN 46250. NETFOR was established in 1995.

Questions regarding the NETFOR proposal should be addressed to:

Jeff Medley  
Mobile: (317) 557- 4835  
Fax: (317) 813-4510  
[jmedley@netfor.com](mailto:jmedley@netfor.com)

NETFOR has carefully reviewed the RFP Solicitaion and understands and intends to comply with all requirements of the RFP.

Sincerely,

Jeffrey D. Medley, President/CEO



## Executive Summary

Based on the prerequisites outlined in the Indiana Secretary of State's RFP (Proposal ID SOS-26-001), Netfor is uniquely positioned to deliver the requested services. Our proven capabilities align with the following core criteria:

- Over 10 years of experience supporting Indiana government customer service operations ***including the Indiana Secretary of State.***
- Always Open Business hours 24/7/365 when needed including holidays
- Technical infrastructure supporting over 50,000+ calls per month with capabilities to scale by orders of magnitude.
- Unlimited knowledge article capacity with dynamic training tools ***including almost 2,000 up to date, in use and managed knowledge articles for the Indiana Secretary of State.***
- Secure call recording with PI (Personal Information) protection, sortable by knowledge article.
- Included interaction, case and knowledge management system with proven best practice escalation protocols and built in audit program ... all accessible via web browser.
- Real-time SLA (service Level Agreement) vs KPI (Key Performance Indicator) reporting dashboards and compliance to IOT (Indiana Office of Technology) integration standards.
- Simple per minute banded pricing model based on per minute utilization.

Netfor looks forward to continuing our long-standing partnership with the Indiana Secretary of State, further enhancing customer satisfaction, operational efficiency, and compliance.

### Request for Proposal Background

The Indiana Secretary of State (IN SOS) receives tens of thousands of calls per year, with a spike in the number of calls during business entity reporting periods. IN SOS is looking to continue to improve its Customer Service Program by continuing to outsource that function to an outside partner. By partnering with a trusted firm, IN SOS can realize best practice management and operational processes along with experienced personnel. Per the IN SOS RFP, the most important criteria for success are:

- Management Approach and Provisioning of Customer Service Representatives – IN SOS desires to partner with a firm that can get the job done. We'll spend most of this proposal providing details of how our team currently delivers a completely staffed Call Center managed service solution for IN SOS describing:
  - Process – our best practices that empowers IN SOS to realize customer service efficiencies and continually improve the service it provides to customers.

- Management - how Netfor utilizes its proven management and operating procedures to focus the team on achieving critical success factors while simultaneously engaging and nurturing the team members long term personal success.
  - Measuring Success – how Netfor is held fully accountable for our performance, to maximize a positive customer experience for IN SOS customers.
  - Experience – in addition to describing what we are doing for IN SOS, we provide examples of where we're doing it today for other clients.
- 
- Service Level Reporting and Accountability – IN SOS seeks assurance that its partner will deliver as contracted for the Customer Service Program. For over 30 years, Netfor's standard practice has been to contractually engage with clients that WANT to hold us accountable for our performance. To support this accountability, we have myriad processes and systems in place to help IN SOS make this a reality: Service Level Agreements, Service Level Dashboards and Reporting, Monthly Service Level Meetings, a hands-on Client Success Manager, Knowledge Review Meetings, etc.
  - Security Assurance – IN SOS seeks to assure that cyber security is the top priority to protect all categories of IN SOS data from theft. This includes sensitive data, personally identifiable information (PII), federal tax information (FTI), protected financial information (PFI), personal information, intellectual property, data, and governmental and industry information systems.
  - Experience and Qualifications – IN SOS desires to partner with a firm that has experience operating a customer service program with significant volume.

Netfor is a great fit because we have successfully been operating a customer call center for over 30 years. Based right here in the Midwest, we serve public sector clients such as Secretary of States, Departments of Revenue, Departments of Transportation, State Offices of Technology, Family and Social Services Agencies, Small Business Service Agencies, as well as all aspects of City and County government. In addition, we already have a working knowledge of Secretary of State operations, systems and culture based on our current experience servicing the Indiana and Iowa Secretary of State Business Services calls.

The Netfor Team is fully capable and prepared to help IN SOS achieve the objectives above, in a cost effective manner, and to not only meet but exceed expectations. We look forward to continuing to work with IN SOS.



## 1. Company Profile – Management – Ownership Structure

**Legal Business Name:** Netfor, Inc.  
201 North Illinois Street  
South Tower, 16<sup>th</sup> Floor  
Indianapolis, IN 46204  
(317) 813-4500  
Fax: (317) 813-4510  
jmedley@netfor.com

**Corporation Type:** Privately held Sub-Chapter S incorporated, organized and formed in Indiana

**Employees:** 189

**Indiana In State Contractor Preference:** The Buy Indiana initiative, sets a goal for state agencies to procure 90 cents (\$.90) of each dollar from Indiana businesses.

**Employ Indiana:** Netfor will contract to employee 100% Indiana residents for the call center services described in this proposal.

**Subcontractors for this Engagement:** None

**Contractual and Technical Contact:** Jeff Medley  
Netfor, Inc.  
201 North Illinois Street  
South Tower, 16<sup>th</sup> Floor  
Indianapolis, IN 46204  
(317) 557-4835  
jmedley@netfor.com

**Accounting Firm:** Long and Associates, Inc.

### **Competitive Advantage**

Netfor was founded in 1995, when “call centers” and “service desks” were in high demand and our founders recognized the opportunity. Today, the company offers its comprehensive Netfor Call Center solutions throughout the United States, Canada, Europe and Puerto Rico. Our clients include public and private sector companies, ranging from medium-sized enterprises located in multiple states including Indiana to large, national publicly traded companies with over 5,000 locations across North America.

Through the years, our team has recognized an opportunity bigger than the traditional “call center” model, one that has shaped how the company has matured and



continues to grow: the chance to revolutionize the customer experience and the call center industry. At Netfor, we engineer and implement powerful, personal and effective customer experiences through our Call Center. Netfor believes the art of customer service and the science of service management must come together in order to create the optimum customer experience. We fulfill this twofold mission by heeding the following value tenets:

- Best Practices
- Trust
- Respect
- Innovation
- Education

For additional information on Netfor Government Customer Service please visit <https://www.netfor.com/industries/government/>

## 2. Staffing Details

Netfor is proud of the organization we have built over the past 30 years, and of the hard-working employees we have on our team. Netfor has implemented a management structure to facilitate communications between our team and IN SOS to address and resolve concerns escalated by either party. Regular meetings and reporting processes are defined to ensure a smooth interface and timely resolution of issues. IN SOS in return has defined communication interfaces as appropriate, such that IN SOS's single points of contact may be defined for the respective service(s) obtained from Netfor.

IN SOS is assigned a dedicated Client Success Manager to liaison with all operational areas of Netfor while utilizing the agreed upon contract service levels to provide the basis for managing the contract. Based on Netfor's years of experience, we recognize that not all areas of satisfaction and expectations can be managed with service levels and therefore will continually meet with IN SOS to listen to any concerns and feedback and adjust accordingly. This includes developing new service levels where appropriate and contracting to such. ***IN SOS agents provided by Netfor will continue to work remotely and have residence in the state of Indiana.***

## Roles and Responsibilities of the Netfor Team:

Role	Responsibility
<b>Client Success Account Manager</b>	<p>The Single point of contact accountable for IN SOS relationship. The role also has overall responsibility for the account relationship with IN SOS Staff and for customer satisfaction.</p> <p>This individual is located remotely in IN and responsible for attending monthly and quarterly meetings to review projects, pricing, call volumes, service quality etc. If necessary, escalates and manages service related issues to Call Center operational personnel for remediation.</p>
<b>Team Lead Interaction Request Manager</b>	<p>Responsible for the effectiveness of interaction management and first call resolution.</p>
<b>Business Line Manager</b>	<p>The Customer Service Desk Business Line Manager manages the customer service desk operations and Team Leads and Team Members to better performance and improve service quality while aiming for maximum efficiency and cost-effectiveness. The customer service desk business line manager assists in establishing service desk objectives and ensure that productivity tools are utilized to maximum impact and that staff is well-organized and productive. The goal is to do everything possible to attain key performance goals and achieve those critical success factors which deliver great results for our company and our clients.</p>
<b>Client Success - Service Level Manager</b>	<p>Required to promote and manage the effective deployment and practice of service level management elements in the relationship between IN SOS and Netfor. The service level manager must administer the setup, oversee the development and documentation of the service agreements and applicable catalog, and perform a key role in defining and negotiating the SLAs.</p> <p>Key representative of Netfor at the SLA Review meetings and is responsible for ensuring that the reports, monitoring, the performance against service levels are produced and delivered for review in the required format. In addition to these responsibilities, the service level manager also must be a key contact for IN SOS.</p>



<b>Knowledge Manager</b>	The knowledge manager is responsible for promoting and utilizing the clients knowledge assets and ensures that Netfor is able to collect, analyze, store and share knowledge and information as and when required. The primary goal of Knowledge Manager is to improve efficiency by reducing the need to rediscover knowledge
<b>Client Success - Service Level Administrator</b>	Supporting role whose duties may involve scheduling and arranging the SLA reviews, confirming any change to services with the change manager, documenting changes to SLAs from planned changes, and liaising with the service level manager to ensure that actions and updates resulting from the SLA Review are completed.
<b>Quality and Training Manager</b>	Responsible for the implementation and and execution of ongoing audit activities within all client provided services.
<b>Project Manager</b>	The single point of contact for requesting a change, submits requests for changes (RFCs) and assembles submission packages and represents Netfor regarding the change being requested. This role starts with the RFC submission to Change Management and ends once the change has been successfully implemented or rejected.
<b>Team Lead</b>	Provides call center agents procedure guidance on an as-needed basis.
<b>Human Resources and Workforce Manager</b>	Responsible for management, supervision, and staff availability for the call center.
<b>Call Center Process Owner</b>	Primary Role is to ensure IN SOS support of the call center service, coordinate the work activities at all levels of the service, provide the authority or ability to make changes in the service as required to maintain service level targets and manage end-to-end so as to ensure optimal overall performance.
<b>Call Center Agent</b>	The Call Center agent's primary responsibility is to answer incoming calls from IN SOS customers, provide a great experience during the interaction, provide the desired information requested, provide a service or log a complaint or inquiry.

## Roles and Responsibilities of the IN SOS Team:

Role	Responsibility
<b>Service Operations Lead</b>	Executive level sponsor for this proposal and its related services. This role communicates with the other leaders in the IN SOS to lead strategy and has ownership of the process, procedures and work tracks within the operations of the agency.
<b>Subject Matter Expert</b>	Experts within IN SOS on various IN SOS related topics, policies, procedure etc. This role typically has ownership of the agency service.
<b>Client-side Project Coordinator</b>	Client side role acting as a single point of contact for the Netfor project manager
<b>Technology Lead</b>	This role has expert knowledge on the various IN SOS technology systems including knowledge on provisioning, integration and testing.

## Resumes for Key Personnel on the Netfor Team

The Netfor Team has tremendous experience and deep credentials when it comes to providing call center services for state government. Their expertise will ensure efficient operation of the required services and they will serve as designated personnel for this project. The resumes of key individuals on the Netfor Team may be provided upon request.

## 3. Technology Plan for Remote Call Center Staff

**Infrastructure & Platforms:** Our remote operations are supported by a robust, secure, and scalable technology infrastructure designed specifically for the needs of government-level customer service. All agents work from home using cloud-based contact center platforms that support voice, chat, and email channels with real-time performance monitoring and call recording capabilities. Our infrastructure leverages multi-availability zone hosting and infrastructure as code principles, providing exceptional reliability through automated scaling, simplified backup and recovery processes, and rapid recoverability across geo-diverse US-based data centers. All client data is processed and stored exclusively within US-based data centers, ensuring complete data residency compliance and eliminating concerns about international data transfer or storage.

**Security & Compliance:** Our all-cloud infrastructure provides enterprise-grade security through native cloud security controls and two-factor authentication to ensure data

integrity and confidentiality in compliance with state and federal security standards. Where controlled desktop environments are required, we deploy Virtual Desktop Infrastructure (VDI) to provide secure, managed access to critical systems and applications with centralized management and security controls that ensure consistent configuration and compliance across all virtual workspaces. In circumstances where clients require it, such as IRS Publication 1075 compliance, we accommodate clients who supply and manage their own dedicated hardware to meet the most stringent security requirements. We maintain strict technology requirements for our remote workforce, and our staff undergo regular security training and testing to ensure they can effectively identify and navigate potential threats.

**Monitoring & Operations:** Our comprehensive monitoring and observability framework provides real-time visibility into both system performance and agent productivity through centralized dashboards, automated alerting, and proactive health monitoring. We maintain 24/7 system monitoring with detailed performance metrics, while supervisor dashboards provide real-time oversight of agent activities, call quality, and service level adherence. Our dedicated 24/7/365 Business Assurance (BA) team continuously monitors that people, processes, and technology are operating optimally, ensuring seamless service delivery and immediate response to any operational issues.

**Workforce Management:** We deploy cloud-hosted workforce management (WFM), quality assurance (QA), and customer relationship management (CRM) systems to facilitate agent scheduling, training, coaching, and performance tracking. Redundant internet connectivity requirements, combined with automated failover features, ensure continuity of service.

**Business Continuity & Disaster Recovery:** Our business continuity and disaster recovery capabilities include automated failover systems that can restore critical operations within minutes, comprehensive data backup with point-in-time recovery, and geographically distributed infrastructure that enables rapid service restoration. In the event of a localized disruption, our distributed workforce and multi-region architecture ensure seamless continuity of customer service operations with minimal impact to service levels.

**Business Benefits:** This remote model provides the added benefit of geographic diversity, enhancing our operational resilience and ability to serve customers across different regions and time zones. This integrated technology ecosystem ensures that our remote workforce operates with the same efficiency, security, and accountability as a centralized facility.

## 4. Integration Technology

Strategically leveraging and integrating technology has been a differentiator for our clients. Netfor can either bring a robust call center platform to take, manage, route and track calls and inquiries from clients, or we can work within our clients tools to produce similar results, as requested by the IN SOS. Some key features and benefits for which Netfor management and implementation personnel have experience include:

Process	Features
<b>AI Powered IVR</b>	Offers natural language understanding, smart call routing, and 24/7 self-service capabilities. It personalizes interactions, supports multiple languages, and provides detailed analytics. With seamless live-agent handoff and conversational AI, it enhances caller experience, reduces wait times, and streamlines operations for efficient, modern customer service delivery.
<b>AI Powered Knowledge Creation</b>	Ingests customer service interactions, identifies patterns, and automatically generates actionable knowledge articles. It enables future agents to resolve similar issues faster by surfacing relevant guidance. Continuously learning, it updates content in real time, improving accuracy, consistency, and efficiency across the customer support team.
<b>AI Powered Service Insights</b>	Analyzes real-time interaction patterns against historical trends to detect spikes, anomalies, or emerging issues. It identifies gaps in knowledge where resolution content is missing or outdated, enabling proactive response. This improves operational awareness, speeds issue resolution, and enhances service desk performance and customer satisfaction
<b>IN SOS Customer Interaction Management</b>	Workflow automation, notifications, escalation policies, multi-level categories, custom fields
<b>Problem Management</b>	Unknown inquiry, request or complaint handling, configurable notifications, workflow automation, audit & work history, granular permissions, manual & automated routing, custom fields
<b>Service Management</b>	Caller to Service relationships, historical comparisons, custom fields



<b>Customer Service Center - Service Level Management</b>	Business rule automation, notifications, contact-based, category-based, configurable actions
<b>IN SOS Service Knowledge Management</b>	Capture knowledge from Inquiries, workflow & approval automation, easy search, publishable
<b>Intelligent Interaction Routing</b>	Business rule customization, route Inquiries quickly to appropriate support personnel, submit & review inquiries/requests
<b>Reporting</b>	Service reports, ad-hoc capabilities, querying capabilities, chart design, view design
<b>User Alerts</b>	Business rule notifications, notification distribution
<b>Customer Surveys</b>	Automated questionnaires to service recipients
<b>Concurrence</b>	Ensure resolution of every inquiry, request and complaint is agreed upon by the customer. Configuring automation to re-open cases when the customer does not agree.

In addition, other key technology components for which Netfor has experience that may support the call center operation if provided by IN SOS include:

#### **Customer Service Center Tool Expertise**

Customer Relationship Management Database	Report Generator
Automatic Call Distribution (ACD)	Call Center Staffing Calculator
Call Center Telephony Infrastructure	Interactive Voice Response (IVR)
Distribution List Manager	Service Management Dashboard

In addition to the above core call center technology and tool expertise of Netfor management and agent personnel, Netfor has access to IN SOS tools needed to provide information to callers and to perform related tasks as required for businesses and other customers. Netfor can provide additional detail on any of the above technology expertise upon request from IN SOS.



## 5. Dashboard Reporting and SLAs

### Measuring Success

The saying “if you can’t measure it, you can’t improve it” certainly applies to the IN SOS Business Division Call Center. Netfor fully supports the idea that we should be held accountable for our performance. The primary way we’ve accomplished this in partnership with our clients is by defining contractual Service Level Agreements (SLAs) for our engagements. These SLAs let us know if we’re meeting your needs and they provide you the leverage to hold us accountable for doing so.

We will work closely with you to best define these SLAs, but we propose the SLAs below as a starting point based on our experience with other similar clients and industry best practices:

- **Availability:** Availability shall measure the percentage of availability time of the Customer Call Center, including, but not limited to the staffing, IN SOS provided tools, IN SOS provided systems, facility, connectivity, and communication for the Customer Call Center. Target = 99.99%
- **Answer Time:** Answer Time is the time it takes a Call Center Agent to answer the phone. Target < 3.0 min with 70% of call answered < 30 Seconds
- **Call Abandonment:** Call Abandonment measures the percentage of inbound telephone calls that are abandoned (e.g., the Caller hangs up or is disconnected), measured once the caller has selected the menu option that directs the caller to the Call Center Agent. Target < 6%
- **Case Reopen Rate:** Target < 2%
- **First Call Resolution:** First Call Resolution measures the percentage of Calls that can be resolved upon first contact that are resolved upon first contact, without hand-off to IN SOS or call back, during the Caller’s first contact with a Call Center Agent. Target > 80% for all calls and > 95% for all Resolvable Calls
- **Service Order Accuracy:** Service Order Accuracy shall measure the percentage of total data elements in sampled ITS records which have been correctly and securely completed by Netfor. Target > 98%
- **Call Handle Time:** Target < 8.0 Minutes
- **Customer Satisfaction:** Customer Satisfaction shall measure the satisfaction of Service Recipients as captured in a subjective rating obtained through a combination of periodic IN SOS managed Service Recipient surveys and feedback from random follow-up calls. Target > 90%

The details of these SLAs can be found in Appendix A - Section 12.

### Dashboards, Reports and Data Sharing

The IN SOS Interactive Voice Response (IVR) system is a full-featured, server-based interaction management platform. Metrics are routinely (daily, weekly, monthly, quarterly, annually) pulled from the IN SOS IVR management interface to provide agreed upon performance and metric reporting.

The Netfor Client Success Manager role includes the following reporting services:

- Develop and document reporting requirements, policies, procedures, criteria and formats for service level reporting.
- Measure, analyze, and report on service performance within IVR and Service Management Systems
- Prepare performance and other service level dashboards and reports and provide as scheduled and make available to IN SOS.

Reporting expertise of Netfor includes ad-hoc report capabilities, querying capabilities, and chart/view design. Netfor will provide accurate and timely reports to IN SOS at all times.

The reporting possibilities are almost endless, and each of Netfor's clients has slightly different needs. Dashboards and reports will be compiled and distributed to IN SOS management in the agreed upon format, such as electronic and /or paper, as requested by IN SOS. Reports will be compiled and reported on all functions and services rendered, such as performance metrics and Service Level Requirements, in the format, content, and frequency requested by IN SOS.

## 6. Billing and Dispute Resolution Process

Billing will be conducted monthly, with detailed invoices provided that clearly itemize all charges, including utilized agent minutes, call volumes, average handle times, and any applicable incentives or credits. Each invoice will be delivered within ten (10) business days following the close of the billing cycle. In the event of a billing discrepancy, INSOS may submit a written dispute within fifteen (15) business days of receipt of the invoice. Upon notification, we will review the matter promptly and provide a resolution or clarification within ten (10) business days. Any undisputed charges shall remain payable according to the agreed-upon net payment terms. Our objective is to ensure a transparent, accurate, and responsive billing process that upholds trust and facilitates a collaborative partnership.

## 7. Call Center Solution

### Response Approach and Methodology

Netfor's approach to this engagement is to continue to come alongside IN SOS as a trusted partner, and to provide the best value for the investment. We are using this section of the proposal to provide a general overview of our approach for the core Call Center services we are to provide, as well as general areas of scope.

### General Approach





Netfor is excited about the opportunity to continue our partnership with IN SOS on this strategic effort! In this endeavor, much like all strategic initiatives, the appropriate blend of people, process and technology will be required to realize success. Most of this section on Netfor's approach will focus on the process components, and where we have brought the best aspects to the betterment of our clients.

But the "people" side of it can't be overlooked. Bringing the human aspect to life on this project means having a trusted partnership between not only our organizations but also the people that work in them. Respect, enthusiasm, loyalty, work ethic, accountability and passion are part of the magical mixture that Netfor clients experience each and every day.

When IN SOS interacts with Netfor staff, speaks to our current clients, or reviews the Netfor references, we are confident you will see a common thread: that our team works side by side with your team to solve problems. To be flexible and adaptable. And to assess how we can continually improve what we provide to IN SOS and its customers.

#### **Overview**

Netfor has been providing call center services for over 30 years. It is the core offering of our company. We live and breathe the call center business every day, continually looking for ways to improve the service we offer to our clients.

The call center is a significant portion of the IN SOS Customer Service operation, from a volume perspective. We've done our best to articulate our vast expertise in this area for this proposal, but we also hope that Netfor receives the opportunity to meet with the IN SOS evaluation and leadership team to explore how we can best leverage our experience to the benefit of IN SOS.

Netfor will provide services from 8:00 AM EST until 4:30 PM EST Monday through Friday, extending hours as needed, to clear phone calls from the call queues. IN SOS and Netfor will agree upon holiday hours and days closed. IN SOS will approve extension of phone service hours that do not align with published hours of operations of the Secretary of State. Additionally, holiday closures will align with the State of Indiana holiday schedule.

To align with the desired proposal page length, we have presented the process details for the service in Appendix A – Section 9.

## 8. Service Level Credits and Incentives

To demonstrate our commitment to operational excellence and accountability, we offer a clearly defined service level credit and incentive structure aligned with mutually agreed-upon performance benchmarks. If service levels such as Average Speed to Answer (ASA), Abandonment Rate, or Customer Satisfaction (CSAT) fall below agreed thresholds over a defined measurement period, we will provide service credits proportional to the deviation from those standards. Conversely, to encourage and reward performance that exceeds expectations, we offer performance-based incentives when key metrics are surpassed, such as achieving exceptional first-call resolution rates or maintaining top-tier CSAT scores. This dual mechanism ensures continuous quality improvement and shared success, reinforcing our partnership approach and our dedication to delivering superior customer experiences.

## 9. Pricing

### Variable Nature of Charges

The Charges for the Call Center Services will be variable based on each interaction duration measured in minutes for a two (2) year term. Following the initial fixed one (1) year period, any proposed cost of living related price changes must be submitted to INSOS in writing ninety (90) days prior to planned implementation not to exceed 3.0%.

**Charges** See Technical Proposal – Additional Information: RFP #SOS-26-001  
Page 4 for revised pricing.

The table below sets forth all Charges payable by INSOS each Month for the Call Center Services and other Services performed:

Monthly Call Volume		
Minimum Volume (Minutes)		Price per Minute
2500		\$ 1.80
Low Band	High Band	Price per Call*
2501	10000	\$ 1.68
10001	20000	\$ 1.56
20001	30000	\$ 1.54
30001	40000	\$ 1.42
> 40,000		\$ 1.20

### Contract Term

Two (2) Years

## Appendix A – Additional Information on Services

### 10. Call Center Solution Process

Netfor along with our clients have realized tremendous success because of the implementation of best practices in Service Management. Our firm adopted the international standard for (IT) Service Management (ITSM) many years ago. Since then, we have adapted what used to be a best practice solely for the technology industry (ITIL – Information Technology Infrastructure Library) and applied it to a variety of other service offerings including call center services.

These best practices are the cornerstone of both our internal operations as well as the services we provide to clients. Some of the components of these best practices – and how they relate to the IN SOS Customer Service Center – include:

- Customer Service Center Administration - Netfor will provide administrative services for the Call Center. This includes the management of inquiries, requests, complaints, and other questions submitted by IN SOS customers. As part of the transition process, Netfor will onboard the necessary skills to utilize IN SOS technology systems which are necessary to document, track, and manage all requests and complaints submitted by customers, initially including payment plan and customer identity verification call types. Netfor will provision, train, and manage customer service agents who are able to follow all State of Indiana, IN SOS, and IRS procedures, trainings, and regulations while assisting customers via the IN SOS Interactive Voice Response (IVR) system.

Netfor's primary activities for Call Center administration are management of the Single Point of Customer Service Operations for those call types assigned to the Netfor Team. This activity manages the single point of contact and communications for responding to specific call type inquiries, fulfilling requests, and dealing with a variety of Indiana Department of Revenue (IN SOS) service events (ex. personal tax return deadlines, business tax return deadlines, etc.). The other primary activity is Customer Satisfaction Monitoring. The IN SOS Call Center, based on existing IN SOS policies and procedures, will survey customers that contact the Call Center based on the current IN SOS customer satisfaction measurement model. Based on responses to surveys and current operating procedures, the Netfor Call Center will respond in kind as directed and agreed to by IN SOS.

Ultimately, Netfor will provide a Best-In-Class customer experience by ensuring IN SOS customers have a seamless experience, whether they speak with IN SOS agents or Netfor agents and whether they speak English or Spanish. Further assurance of continuity and availability of Netfor's services can be found in our Disaster Recovery plan which can be reviewed at:

<https://downloads.netfor.com/reference/DR.pdf>.

- **Interaction Resolution Services** – Netfor will provide agents to Answer IN SOS customer calls in a timely manner through the IN SOS IVR with an overall service level goal of 70% of calls answered within 30 seconds. Netfor agents will work exclusively answering IN SOS inquiries during IN SOS business hours. Netfor agents will not take calls pursuant to other contracts simultaneously. Netfor agents will document calls through the IN SOS designated Case Management System, including the reason for the call and any other pertinent information and then transfer calls that require escalation or higher level of expertise, in accordance with agreed- upon process documented in a knowledge base.

Netfor will ensure that all calls are being answered in a timely manner as set forth by the agreed Service Levels, that employees are escalating and transferring calls as necessary and that employees that may need additional training are identified and training provided. Netfor will respond accordingly to inquiries and complaint notifications in an effort to resolve those that are resolvable by the customer service center and escalate to higher levels of support when instructed to by the IN SOS knowledge base or mandated by the urgency and/or impact of the inquiry or complaint. We will provide expert assistance to inquiries on the features, functions and usage of all IN SOS services currently active and implemented in the future. After call work time will be limited to 20 seconds in most cases after the service is in steady state. The Netfor phone system is capable of any type of pre-recorded IVR messaging for queues and voice mail if applicable. Any calls that are not answered may go to voice mail and responded to within 2 hours. Netfor does not recommend voice mail and instead recommends the Queue Call back feature allowing callers to enter their call back number and then disconnecting and later reconnecting when the callers place in line is reached. Netfor mandates a 1:15 ratio of supervisors to agents and will staff the call center with the number of agents required based on historical volume plus shrinkage plus an additional 10% for standard volume fluctuations. All calls will be answered in English unless otherwise requested, in which case additional languages can be added. Netfor maintains all ADA standards for answering calls for those that are disabled and need assistance.

In an effort to minimize inquiry recurrence, we will work with IN SOS to identify and raise problems (inquiries and complaints for which little to no knowledge exists), properly escalate problems, and ultimately develop a steady state solution. Problem identification and control proactively reduces inquiries and complaint occurrences by identifying problems and assisting with the identification of their root causes. Action is then taken to coordinate the development of production knowledge for the Customer Service Center and ultimately remove problems from the IN SOS Services.

- **Root Cause Analysis Services** - Netfor will work in conjunction with IN SOS management and subject matter experts to diagnose, analyze, recommend changes, and take corrective measures to prevent recurring problem trends including performance of root cause analysis on selected events



- Knowledge Management - Our knowledgebase (KB) management team, using IN SOS designated tool functionality, will properly document knowledge once submitted by approved IN SOS subject matter experts and organize the knowledge according to agreed-upon standards. This process ensures we are committing validated knowledge to the KB while allowing the KB managers to obtain a better understanding of knowledge. The managers can then supply additional information to help Call Center agents understand and apply the knowledge more efficiently.

The Netfor service management team will work with IN SOS to ensure the KB tools knowledgebase is designed to maximize usability and linking into the inquiry response and complaint management processes where possible. Knowledge should be easy to add, categorize, moderate, search, improve and report.

## 11. Training

An overview of Netfor's ability to Recruit, Hire, Train, Manage and Retain our workforce.

### **Recruiting, Hiring, Training and Retaining Employees**

Netfor will strive to utilize tenured customer service agents working on programs that are either overstaffed, bringing in new team members or ending as a first source for IN SOS staffing. Every attempt will be made to "seed" the IN SOS team with these tenured agents as a recipe for long term success of the overall team. The remainder of the agents will be new hires. Netfor recruits select customer service agents from the Indianapolis Metropolitan area. Agents who meet the following prerequisite requirements move on to in-person interviews:

- Minimum two years' experience answering customer service calls
- At least one industry certification in customer experience (example: HDI Customer Service Representative Certification verifies that customer service professionals are knowledgeable in the skills and techniques required to provide exceptional customer service and support in both support center and call center environments. It ensures they understand how to assess customer needs while exceeding their expectations.
- Minimum of 45 words per minute typing
- At least two references (to confirm reliability and empathy)

Interviews, selection and hiring are conducted by the Call Center Manager and Trainer in conjunction with the Human Resources Manager. IN SOS may review the qualifications of selected personnel upon request and provide feedback if desired. Training is conducted in classes of 4-6 agents at a time. Training lasts one week for agents before they move on to shadowing existing agents and then finally to go live and includes client and SMP tool training.

As part of client training, the Netfor personnel will learn the specific knowledge required to service IN SOS customers, including system training on IN SOS applications as required. In addition, we will often incorporate training sessions that include both our personnel with IN SOS personnel. As we train together, we get to know one another's team members that may be in attendance and the event becomes more of an integrated training approach versus a silo approach. This integrated client training, in combination with documented client knowledge in the IN SOS ITS system, empowers our call center agents and retail staff to thoroughly understand the needs of the callers, tax related policies and procedures, IN SOS personnel, etc.

Netfor has other large government clients who require Netfor call center agents to understand complex service offerings for large populations of customers including all business owners and drivers in the state of Indiana.

Retention efforts for call center agents focus on the following areas of agent satisfaction:

- Inviting work environment in which agents enjoy working
- Activities to enjoy while on breaks and other down times
- Performance recognition and bonuses
- Open and active communication of overall engagement satisfaction
- Documented process for agents to provide feedback to management regarding processes, tools, etc.

Depending on the engagement, Netfor may partner with one of a select few staffing agencies to meet forecasted customer call arrival patterns. These agents are subject to the same interviewing, selection, hiring and training requirements as direct recruits.

## **Management of Call Center Workforce**

Netfor is in the business of having the right resources in the right places at the right times, handling each customer interaction and work item in the most appropriate way. Netfor's customer experience strategy provides cross-channel insights for more accurate forecasting and scheduling of call center and contact center agents. This defined strategy ensures that agents are skilled at handling each particular type of interaction so that Netfor provides the best possible experiences for your customers, each and every time.

Netfor utilizes a best in breed workforce management system to forecast and schedule resources. Optimizing contact center and call center performance will continue to help Netfor develop a competitive advantage as agent productivity is improved, customers' needs are proactively met, and, ultimately, our customer's business objectives and satisfaction levels are increased.

Netfor's workforce optimization and management starts with accurate forecasting and cost-effective scheduling across all communication channels. Too often, these

channels are managed in silos, which creates great complexity and manual work for planning departments. Netfor will constantly gather performance data from multiple sources and account for all of these data inputs within the call volume forecasts which leads to superior multi-channel forecasting methods.

Netfor's use of Workforce Management best practices and industry best in class tooling is a key part of Netfor's Continuous Workforce Optimization program and automates the manual work of operations and planning teams. Netfor reduces manual work, increases first contact resolution, improves call center agent productivity, and delivers on your service level agreements.

### **Forecasting and Scheduling**

At the most basic functional level Netfor will utilize the IN SOS automated workforce management system to forecast, schedule, and track productivity to get the most from available agents. Netfor is able to achieve the right staffing level which is the key to balancing costs with customer service. Balancing a call center from being overstaffed (which creates additional costs) versus understaffed (which drops customer service levels and customer satisfaction) is an ongoing process, but one in which Netfor is accustomed.

Netfor employs multiple methods for forecasting contact center workloads and staff requirements. This ensures Netfor achieves maximum utilization of available resources, for any type of activity or interaction channel. Based on IN SOS service level objectives, and preferences as well as our employee contracts, Netfor builds the most effective workforce schedule for your organization. IN SOS may provide input to the Netfor team on forecasting and scheduling where both IN SOS and Netfor staff are servicing the same call types.

### **Real-time Schedule Adherence & Skills Management**

Netfor is able to make accurate and informed decisions when service levels are under pressure. Netfor's Workforce Management practices ensures real-time schedule adherence monitoring and staffing level projections. Using the IVR and Service Management systems, the Netfor Management team members will monitor what call center staff are doing versus what they are scheduled to do, and immediately take corrective action.

### **Schedule-Based Routing**

Netfor management utilizes scheduled based routing when needed. With this feature, the IVR system automatically consults the schedule in real time to understand if a routing action violates an agent's schedule. When an agent's scheduled activity changes or skill level changes, the routing engine uses this information accordingly in the routing decisions it then makes. Routing decisions are made in real time when possible to assure agents receive only the work for which they are scheduled. These



automated interactions, along with various forms of work item routing, combined with workforce scheduling greatly optimize the utilization of available resources.

## **Complaint Resolution**

There will be occasions when IN SOS customers or internal staff wishes to log a complaint or concern regarding a Netfor agent. Netfor takes these complaints very seriously and will respond with urgency and transparency. This process includes logging the complaint within Netfor's case management system, researching the complaint to produce findings of fact including recidivism, review of the findings to develop a remediation plan where needed, execution of the remediation plan (ex. training, continuing education, testing), logging of the incident in the agent's human resources file, and finally a readout back to IN SOS of the resolution. Additionally, Netfor audits and scores agents on a myriad of performance metrics which ensures proactive reinforcement of teachings to drive better outcomes and ultimately eliminate the complaints from occurring in the first place.

## **12. Quality Assurance**

### **Quality Management Plan**

Netfor follows a standard Quality Management process to ensure that the agents produce consistent quality of work in their deliverables. These Quality Assurance (QA) and Quality Control (QC) processes used by the Team involve a variety of review techniques, implementing corrective actions to address deficiencies when necessary, and to raise the quality levels within the initiative. Quality Assurance is focused on ensuring that quality is built into processes before they are ever executed. These QA processes include the use of periodic management and peer reviews, project audits, and application of project history in assessing risks and outcomes. Quality Control is focused on producing quality results using techniques to verify that project deliverables are of acceptable quality and that they are complete and correct. This includes verification of deliverables against validation criteria developed based on requirements and developed prior to the start of work product development. QC includes other common techniques such as peer and independent reviews of deliverables at multiple points during the production lifecycle.

### **Continual Service Improvement**

Netfor believes that a successful strategic plan must be assessed within the context of the organization's mission, vision, and goals that it exists to support. A government organization that is misaligned on the business strategy, even one that is high performing, does not fulfill its true potential or maximize the investment made. Therefore, understanding this alignment is paramount to understanding the overall success of the technology organization. This understanding begins through interviews and review with IN SOS leadership of your overall business strategy, followed by a deep analysis of the technology strategy and its alignment to the business strategy.

Netfor believes that every state is unique and that a one-size-fits-all approach does not yield the optimum results. For that reason, Netfor's approach is flexible and responsive to the facts, diving into those areas of highest importance and uncovering the unique aspects of your government organization. Further, Netfor believes in a highly transparent and highly collaborative approach to the setting your strategy. Not only does this help in delivery of business services to your customers, but it also results in much higher buy-in to the results within your organization.

Netfor understands the importance of having a strategic plan as the backdrop for prioritization of all possible improvements as well as tactical decision making. Our strategic planning initiative will link the IN SOS department and agency demands and short-term initiatives with a long-term roadmap which will ultimately guide the annual improvement and budgeting process.

Continuous improvement is an ongoing effort to improve all elements of your government organization. It rests on the belief that a steady stream of improvements, diligently executed, will have transformational results. Netfor focuses on incremental actionable improvements of small and large projects and allows for completion through small steps and not leaps and bounds. It allows for easier implementation of ideas, which meets less resistance as any changes are slowly made and adjusted to over time.

## **Security**

Netfor will implement and follow all IN SOS measures to safeguard the integrity of the IN SOS case management system and Call Management System data and prevent unauthorized access to the information it maintains. Those measures include, but are not limited to authentication, monitoring, and auditing. Security measures have been built into the design, implementation, and day-to-day practices of the entire operating environment as a part of its continuing commitment to risk management. These measures are designed and intended to prevent corruption of data, block unknown or unauthorized access to IN SOS systems and information, as well as provide reasonable protection of private information we possess.

## **Confidentiality and Training**

Netfor is committed to ensure the security and confidentiality of IN SOS Data, to protect against any threats or hazards to the security or integrity of IN SOS Data and IN SOS Systems, and to prevent unauthorized or accidental access, destruction, loss, deletion, disclosure, or alteration or use of IN SOS Data or Systems.

Netfor will adhere to all Security Requirements set forth by IN SOS including training requirements for personnel, password control measures and other access control measures, physical security requirements, and Virus and other security software installation and maintenance procedures.

Netfor will comply with all State of Indiana and IN SOS training requirements, including IN SOS HR Orientation (including Security and Privacy Awareness training, Ethics, Information Resource Use Agreement), State of Indiana Sexual Harassment training and all Federal IRS privacy and data use regulations.

Netfor will utilize a 'Train the Trainer' method for subject matter training whereby IN SOS will provide initial training courses to the Netfor trainers at the Secretary of State facility or at Netfor's facility. Netfor will, in turn, train all Netfor employees. IN SOS trainers will certify that Netfor trainers meet the set proficiency level prior to training employees. IN SOS will continue to offer trainer refresher courses and any assistance needed to keep Netfor employees trained. Initial Netfor employee training will be performed onsite at Netfor's facility when geographically possible. IN SOS at its request will be onsite at Netfor during initial training for IN SOS subject matter and call types.

## **Compliance**

Our security procedures and protocols have empowered us to protect the most sensitive information for our clients, including those related to HIPAA compliance (health care), FERPA compliance (education), and financial systems (such as SAP, Oracle Financials or other ERP financial information).

Netfor will meet all IN SOS security requirements including proof of cyber insurance as well as current and ongoing IN SOS required compliance with NIST 800-53 and IRS Publication 1075 (PUB 1075) security controls and requirements for the entirety of the contract. As part of IRS PUB 1075, Netfor acknowledges that our place of business may be inspected should the IN SOS deem it necessary.

## **13. Key Performance Indicators**

### **Client Satisfaction & Performance Management Reporting**

Netfor understands that visibility and transparency provided through standard and ad hoc reporting is critical to IN SOS leadership and we will meticulously provide the reports and dashboards. We will also regularly review outcomes with IN SOS leadership as defined and requested. Our extensive reporting includes, but is not limited to, quantitative SLA dashboards, qualitative SLA reports, service trend reports, project status reports, ad-hoc reports, change requests, and other miscellaneous routine reports. Netfor will be responsible for monitoring, measuring, and reporting the adherence to the established SLAs. Through Netfor's account governance model, Netfor will effectively manage and control the services contracted, ensure delivery goals are met, and sustain a high level of customer satisfaction.

Customer satisfaction reporting is fundamental to our success and reputation as your outsource provider so we will take an aggressive approach to measuring customer satisfaction across your entire organization including end users across all department

and agencies. We will also employ another measure called a Net Promoter Score (NPS). NPS is an industry standard methodology that is useful in benchmarking our performance against others in the industry and provides a good reference to IN SOS on how we are doing.

## Service Levels

The following tables provide details of the Service Level Agreements (SLA) and Targets that were outlined in earlier sections of the proposal. A key objective of IN SOS's decision to outsource Customer Service Center Operations is to maintain effective service levels. The necessary service level requirements are detailed in the following sections.

Availability			
<b>Definition</b>	Availability shall measure the percentage of availability time of the Customer Call Center, including, but not limited to the staffing, tools, systems, facility, connectivity, and communication for the Customer Call Center. The Customer Call Center is "unavailable" if Netfor is unable to properly provide Customer Call Center services, including, without limitation, answering Calls, measured during scheduled uptime (24 hours/7 days per week) excluding any scheduled downtime mutually agreed to by the Parties.		
<b>Service Measure</b>	<b>Performance Target</b>	<b>Target Requirement</b>	<b>Minimum Requirement</b>
Availability of Call Center	Monday – Friday, 8:00 AM ET – 4:30 PM ET	99.99%	97.99%
<b>Formula</b>	Actual complete availability over a given quarter divided by total time for given quarter minus any scheduled downtime.		
<b>Measure Interval</b>	Measure quarterly, report quarterly.		
<b>Measurement Tool</b>	Netfor to provide auditing, monitoring and reporting tools as approved by IN SOS.		

Answer Time				
<b>Definition</b>	<p>Answer Time is the time it takes a Call Center Agent to answer the phone or web submission. Answer Time for phones calls and web submission are separate Service Level Requirements.</p> <p>For phone calls, Answer Time shall measure the percentage of inbound telephone calls to the Call Center by Service Recipients answered by Agents within the specified Performance Target. The time to answer each phone call shall be measured as the time between the Service Recipient's selection of the menu option to speak to a Call Center Agent and the time that a Call Center Agent answers the phone call, ready and prepared to work on the Call without delay (e.g., not put on hold).</p> <p>For web submissions, Answer Time shall measure the percentage of web submissions or self service requests received in support mailboxes answered within the Performance Target. The time to answer a web submission or self-service request shall be measured as the time between when the web submission or self-service request was delivered to the mailbox until the time answered by a Call Center Agent. Automated responses do not qualify as an answer by a Call Center Agent.</p>			
<b>Method of Contact</b>	<b>Service Measure</b>	<b>Performance Target</b>	<b>Target Requirement</b>	<b>Minimum Requirement</b>
<b>Phone Call</b>	Phone call and chat answer time	≤ 30 sec	70%	60%
<b>Formula</b>	<p>Number events (phone calls or web submissions) answered within the Performance Target time divided by the total number of events (calls or web submissions) answered by the Call Center. Each type of event (phone calls and web submissions) will be measured separately.</p>			
<b>Measure Interval</b>	Measure daily, report weekly.			
<b>Measurement Tool</b>	Netfor to provide auditing, monitoring and reporting tools as approved by IN SOS.			

Call Abandonment		
<b>Definition</b>	<p>Call Abandonment measures the percentage of inbound telephone calls that are abandoned (e.g., the Service Recipient hangs up or is disconnected), measured once the caller has selected the menu option that directs the Service Recipient to the Call Center Agent.</p>	
<b>Service Measure</b>	<b>Target Requirement</b>	<b>Maximum Requirement</b>
Calls not answered by a Call Center Agent	≤ 6%	8%
<b>Formula</b>	<p>Phone calls abandoned after holding more than 15 seconds in Queue divided by the total number of phone calls for the measurement period.</p>	



<b>Measure Interval</b>	Measure daily, report weekly and monthly.
<b>Measurement Tool</b>	Netfor to provide auditing, monitoring and reporting tools as approved by IN SOS.

First Call Resolution		
<b>Definition</b>	<p>First Call Resolution measures the percentage of Calls that can be resolved upon first contact that are resolved upon first contact, without hand-off to IN SOS or call back, during the Service Recipient's first contact with a Call Center Agent. First contact completion applies when the first Call Center Agent the Service Recipient reaches answers the question or resolves the Inquiry. Dispatches, redirects and call-backs should be considered second or greater contact.</p> <p>For example, Calls that by definition require a skill set outside of the Call Center Agent's support services (i.e. network outage) are not considered the type of Call that can be resolved upon first contact. Those Calls would not be considered as part of the pool of Calls resolved at first contact. Warm transfers to Third Parties are not considered as part of the pool of Calls resolved at first contact. The Parties will agree during Implementation to the type of Calls that should be resolved upon first contact.</p>	
<b>Service Measure</b>	<b>Target Requirement</b>	<b>Minimum Requirement</b>
Number of Calls resolvable at first contact that are resolved on first contact	80%	70%
<b>Formula</b>	Number of Calls resolved on first contact divided by the total number of Calls resolvable on first contact received during measurement period.	
<b>Measure Interval</b>	Measure daily, report weekly and monthly.	
<b>Measurement Tool</b>	Netfor is to provide auditing, monitoring and reporting tools.	

Service Order Accuracy	
<b>Definition</b>	<p>Service Order Accuracy shall measure the percentage of total data elements in sampled Service Orders which have been correctly completed by Netfor. This Service Level Requirement shall be measured by taking a representative sample of Service Orders in a given quarter and assessing whether the data elements have been completed according to the applicable process requirements, including filling in each data element field. This includes the resolver queue assignment, use of the pend function, and other editable fields within the Service Order. Netfor shall sample a minimum of 100 Service Orders pulled at random</p>



	for the given quarter.	
Service Measure	Target Requirement	Minimum Requirement
Number of accurate Service Orders	98%	90%
Formula	Total number of data elements filled in correctly divided by total number of data elements in the sample.	
Measure Interval	Measure monthly, report monthly.	
Measurement Tool	Netfor to provide auditing, monitoring and reporting tools as approved by IN SOS.	

Customer Satisfaction			
Definition	Customer Satisfaction shall measure the satisfaction of Service Recipients as captured in a subjective rating obtained through periodic Service Recipient surveys delivered and managed by IN SOS.. The survey process, questions and scoring are subject to prior discussion by the Parties.		
Service Measure	Performance Target	Target Requirement	Minimum Requirement
Customer satisfaction rate	Passing answers	90% (NPS > 20)	80%
Formula	Total number of passing answers divided by total number of questions		
Measure Interval	Measure daily, report monthly.		
Measurement Tool	Netfor is to provide the sampling tool for the random follow-up and schedule surveying. Tool to be approved by IN SOS.		

## 14. Emergency Plan

The Netfor Service Continuity Plan is designed to provide immediate response, continuity of business services and subsequent recovery from any unplanned business affecting interruption, such as loss of utility service, building evacuation or catastrophic event such as a major fire. This Service Continuity Plan manual provides an overview of the requirements and strategies plus specific details on incident response and subsequent Service Continuity actions and activities necessary to rapidly and effectively recover business operations following such an event.

<https://downloads.netfor.com/reference/DR.pdf>

## 15. Additional Secretary of State Support Services

### Netfor Experience in Indiana

The Netfor Team has tremendous experience and deep credentials when it comes to providing secretary of state call center services including the area of Apostille/Authentication, Business Entity, Business Tax, Commissions, Elections, Licensing, Liens, Notarization, Permits, Real Estate taxes, Trademark and UCCs.

## 16. Experience

Netfor has been delivering call center services for over 30 years and Secretary of State Business Services for over 10 years. This includes the governance, staffing, management, process development and technology required to deliver a world class customer experience. Some examples include:

- **Indiana Department of Revenue** - Netfor successfully partnered with the Indiana Department of Revenue (IDOR) to enhance its customer service operations, particularly during peak tax season when call volumes exceed 500,000 annually. Facing staffing and resource challenges, IDOR turned to Netfor to augment its internal team with a managed, remote-capable call center solution. Our team implemented a scalable support model, leveraging secure cloud-based systems, experienced agents, and a proven management approach. We provided full SLA accountability, monthly performance reporting, and dedicated client success oversight. Security protocols included VPN access, multi-factor authentication, and strict compliance with federal and state data protection standards. Netfor had already supported over 245 call types through our concurrent work with the Indiana Secretary of State, bringing deep cross-agency knowledge. Our partnership with IDOR demonstrates our ability to deliver responsive, high-volume customer service for government clients—securely, efficiently, and at scale. References from IDOR and other Indiana state agencies are below.
- **Indiana Department of Transportation** - Before partnering with Netfor, the Indiana Department of Transportation (INDOT) relied on front desk staff across six regional offices to handle transportation-related calls. These employees, balancing multiple responsibilities, lacked the capacity and tools to ensure timely, consistent responses to public inquiries from drivers and landowners statewide. Netfor centralized this function by establishing a dedicated Transportation Customer Call Center, streamlining operations and enabling INDOT to efficiently manage tens of thousands of calls annually. Call types range from roadway hazards (e.g., dead animals, uncut grass impairing visibility) to service requests for snow removal and general road safety concerns. By delivering a focused, scalable, and professional solution, Netfor has become an integral partner in supporting INDOT's mission to keep Indiana's roads safe, responsive, and well-maintained. References are available upon request.



- **Indiana Small Business Development Center** - Netfor began working with the ISBDC through INBiz support, ensuring businesses, or potential new businesses, in Indiana received the assistance needed by connecting them to an ISBDC resource in their county. After working with the ISBDC through INBiz, Netfor began working directly with the ISBDC in 2020 to become the front-line support for their customer service calls, giving new and existing businesses a single point of contact for support from the ISBDC throughout the state.
- Other Indiana Government customer service engagements include: Election Services, Department of Workforce Development, Department of Family and Social Services Administration and City of Fort Wayne/Allen County.

The Netfor Team is proud to provide multiple references for our current client successes. Below is a summary of their contact information:

References		
Reference	Name	Contact Information
Indiana Department of Revenue	<b>Monique Young-Washington,</b> Executive Director, DOR Service Operations	317.234.8396 <a href="mailto:myoungwash@dor.in.gov">myoungwash@dor.in.gov</a> 100 N Senate Ave, IGCN Rm N105 Indianapolis, Indiana 46204
Indiana Department of Transportation	<b>Lisa Wisely,</b> Customer Satisfaction Manager	317-232-5014 <a href="mailto:raehlich@sos.in.gov">raehlich@sos.in.gov</a> 100 N Senate Ave, IGCN Rm N105 Indianapolis, Indiana 46204
Indiana Small Business Development Center	<b>Brandy Mowery,</b> Senior Manager, Small Business Operations	317.358.9361 <a href="mailto:BMowery@iedc.IN.gov">BMowery@iedc.IN.gov</a> 1 North Capitol Avenue, Indianapolis, Indiana 46204

