

**Nebraska Department of Banking and Finance
REQUEST FOR PROPOSAL ("RFP")**

RETURN ELECTRONICALLY TO:
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SOLICITATION NUMBER	RELEASE DATE
RFP 2020-001	January 10, 2020
OPENING DATE AND TIME	PROCUREMENT CONTACT
February 14, 2020 2:00 p.m. Central Standard Time	Mark Quandahl, Director mark.quandahl@nebraska.gov

This RFP provides general specifications and requirements necessary for the Nebraska Department of Banking and Finance to evaluate proposals to enable provisions of LB 622 of the 2019 Nebraska Legislature pertaining to the Public Funds Deposit Security Act Single Bank Pooled Method described in Nebraska Revised Statutes §§ 77-2386 et seq. All information and applicable documents must be delivered electronically to the Nebraska Department of Banking and Finance by the opening date and time specified.

PLEASE READ CAREFULLY!
SCOPE OF SERVICE

The Director ("Director") of the Nebraska Department of Banking and Finance ("NDBF" or "Department") on behalf of the State of Nebraska ("State") is issuing this RFP 2020-001 for the purpose of evaluating, selecting, designating and appointing a qualified Administrator for the Public Funds Deposit Security Act Single Bank Pooled Method pursuant to Neb. Rev. Stat. §§ 77-2386 et seq. The resulting designation of Administrator may or may not be an exclusive designation as NDBF, its Director, and the State reserve the right to appoint an Administrator for the same or similar services from other sources now or in the future.

The term of the Administrator's appointment will be two years, commencing upon the effective date of the Director's appointment. The appointment is expected to include the option to renew for three (3) additional two-year (2 year) periods at the Director's discretion. NDBF and the Director reserve the right to extend the period of this appointment beyond the termination date when mutually agreeable to the NDBF and the appointed Administrator.

INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT:
<https://ndbf.nebraska.gov/>

IMPORTANT NOTICE: The resulting appointment, the solicitation, and the successful Administrator's proposal or response may be posted to a public website managed by The Department of Administrative Services ("DAS"), which can be found at <https://statecontracts.nebraska.gov> in addition to the NDBF website at: <https://ndbf.nebraska.gov/>

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

These postings may include the entire proposal or response. All Applicant Administrator applications must request that any apparent proprietary information be excluded from the posting. The Applicant Administrator must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously using an indelible method with the words "PROPRIETARY INFORMATION." The Applicant Administrator must submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary information or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992.) THE APPLICANT ADMINISTRATOR MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY. FEE PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD. The Director will then determine, in his or her discretion, if the interests served by nondisclosure outweigh any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)) The Applicant Administrator will be notified of the agency's decision. Absent a Director determination that information is proprietary, the Director will consider all information a public record subject to release regardless of any assertion that the information is proprietary.

If the agency determines to release information the applicant deemed proprietary, the applicant will be informed. It will be the Applicant Administrator's responsibility to defend the asserted interest in non-disclosure.

To facilitate such public postings, with the exception of proprietary information, the Director, NDBF or the State reserve a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, proposal, or response to this solicitation for any purpose, and to authorize others to use the documents. Any individual or

entity appointed as Administrator, or who submits a proposal or response to this solicitation, specifically waives any copyright or other protection the contract, proposal, or response to the solicitation may have; and, acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is automatic upon submission of a proposal or response to this solicitation and appointment. Failure to agree to the reservation and waiver will result in the proposal or response to the solicitation being found non-responsive and rejected.

Any entity or individual appointed Administrator or submitting a proposal or response to the solicitation agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State, NDBF, the Director and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or the proposals and responses to the solicitation, appointments and other documents.

TABLE OF CONTENTS

REQUEST FOR PROPOSAL (“RFP”)	i
TABLE OF CONTENTS.....	iii
GLOSSARY OF TERMS.....	vi
I. APPOINTMENT PROCEDURE	1
A. GENERAL INFORMATION.....	1
B. APPOINTING OFFICE AND COMMUNICATION WITH NEBRASKA DEPARTMENT OF BANKING AND FINANCE AND EVALUATORS	1
C. SCHEDULE OF EVENTS	2
D. WRITTEN QUESTIONS AND ANSWERS.....	3
E. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS.....	3
F. ETHICS IN PUBLIC CONTRACTING	3
G. DEVIATIONS FROM THE REQUEST FOR PROPOSAL	3
H. SUBMISSION OF PROPOSALS	3
I. PROPOSAL PREPARATION COSTS	4
J. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL	4
K. PROPOSAL CORRECTIONS.....	4
L. LATE PROPOSALS.....	4
M. PROPOSAL OPENING.....	4
N. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS	5
O. EVALUATION COMMITTEE.....	5
P. EVALUATION OF PROPOSALS	5
Q. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS	6
R. BEST AND FINAL OFFER.....	6
S. REFERENCE AND CREDIT CHECKS.....	6
T. NOTICE OF INTENT TO APPOINT.....	6
U. PUBLIC COMMENT AND PROTEST PERIOD	7
V. APPOINTMENT	7
W. EMAIL SUBMISSIONS	7
X. REJECTION OF PROPOSALS	7
Y. RESIDENT APPLICANT ADMINISTRATOR	7
II. TERMS AND CONDITIONS	8
A. GENERAL.....	8
B. NOTIFICATION	8
C. GOVERNING LAW	8
D. BEGINNING OF WORK.....	8
E. CHANGE ORDERS OR SUBSTITUTIONS	8
F. ADMINISTRATOR PERFORMANCE REPORT(S).....	9
G. NOTICE OF POTENTIAL ADMINISTRATOR FAILURE.....	9
H. FAILURE TO PERFORM.....	9
I. NON-WAIVER OF PERFORMANCE FAILURE.....	9
J. SEVERABILITY	9
K. INDEMNIFICATION	9
L. ATTORNEY’S FEES.....	10
M. PERFORMANCE BOND.....	10
N. ASSIGNMENT, SALE, OR MERGER	10
O. FORCE MAJEURE	11
P. CONFIDENTIALITY	11
Q. EARLY TERMINATION	11
R. CLOSEOUT	11
III. ADMINISTRATOR DUTIES.....	13

A.	ADMINISTRATOR OBLIGATIONS	13
B.	EMPLOYEE WORK ELIGIBILITY STATUS	13
C.	COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION	14
D.	COOPERATION WITH THE DEPARTMENT	14
E.	POOLED COLLATERAL PROGRAM FEES	14
F.	COST CLARIFICATION	14
G.	PERMITS, REGULATIONS, LAWS	14
H.	OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES	14
I.	INSURANCE REQUIREMENTS	15
J.	ANTITRUST	17
K.	CONFLICT OF INTEREST	17
L.	STATE PROPERTY	17
M.	SITE RULES AND REGULATIONS	17
N.	ADVERTISING	18
O.	NEBRASKA TECHNOLOGY ACCESS STANDARDS	18
P.	DISASTER RECOVERY/BACK UP PLAN	18
Q.	DRUG POLICY	18
R.	WARRANTY	18
IV.	PAYMENT	19
A.	TAXES	19
B.	INSPECTION, EXAMINATION AND APPROVAL	19
C.	RIGHT TO AUDIT OR EXAMINE	19
V.	PROJECT DESCRIPTION, SCOPE OF WORK AND DELIVERABLES	20
A.	PURPOSE	20
B.	DEFINITIONS	20
C.	PROGRAM PARTICIPATION	21
D.	COLLATERAL PLEDGING LEVELS	21
E.	QUALIFIED TRUSTEES	21
F.	OBLIGATIONS OF COVERED DEPOSITORIES	21
G.	REPORTS	21
H.	NON-COMPLIANCE	22
I.	VOLUNTARY WITHDRAWAL FROM PROGRAM	22
J.	EFFECT OF MERGER OR ACQUISITION	23
K.	EVENT OF DEFAULT	23
L.	AUDIT OF PROGRAM	23
M.	ADMINISTRATION	23
N.	FEES SET BY ADMINISTRATOR APPROVED BY DIRECTOR	23
O.	EXHIBIT LISTING	24
Exhibit A - SCHEDULE OF ELIGIBLE COLLATERAL	25	
1.	Exhibit B - SINGLE BANK COLLATERAL POOL ELECTION FORM	26
2.	Exhibit C - SECURITY AGREEMENT	27
3.	Exhibit D - CUSTODIAL AGREEMENT	28
4.	Exhibit E - PROGRAM PARTICIPATION, REQUIREMENTS, REPORTS AND FEES	29
VI.	PROPOSAL INSTRUCTIONS	32
A.	CORPORATE OVERVIEW	32
1.	APPLICANT ADMINISTRATOR IDENTIFICATION AND INFORMATION	32
2.	FINANCIAL STATEMENTS	32

3.	CHANGE OF OWNERSHIP	32
4.	OFFICE LOCATION	32
5.	RELATIONSHIPS WITH THE STATE	32
6.	APPLICANT ADMINISTRATOR'S EMPLOYEE RELATIONS TO STATE.....	32
B.	PERFORMANCE	33
1.	SUMMARY OF APPLICANT ADMINISTRATOR'S CORPORATE EXPERIENCE	33
2.	SUMMARY OF APPLICANT ADMINISTRATOR'S PROPOSED PERSONNEL/MANAGEMENT APPROACH	33
3.	SUB-ADMINISTRATORS	34
C.	FULL AND COMPLETE PROPOSAL SUBMISSION.....	34
FORM A	35
FORM B	36

II. GLOSSARY OF TERMS

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

Addendum: Something to be added or deleted to an existing document; a supplement.

Administrator: A bank, savings association, trust company, or other qualified firm, corporation, or association which is authorized to transact business in this state to which the Director delegates the rights or responsibilities with respect to administration of the Program.

Agency: Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any other office or agency established by the Constitution of Nebraska.

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

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

Amendment: A written correction or alteration to a document.

Appointment: Designation by the Director of an Administrator for the Public Funds Deposit Security Act Single Bank Pooled Method.

Appropriation: Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

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

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

Bid Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Applicant Administrator will not withdraw the bid.

Bidder: An Applicant Administrator who submits a proposal in response to a written solicitation.

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

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

Business Day: Any weekday, except Nebraska State-recognized holidays.

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

Cancellation: To call off or revoke a purchase order without expectation of conducting or performing it at a later time.

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

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

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

Confidential Information: Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

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

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

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

Contract Period: The duration of the contract.

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

Covered Depository: Any bank, capital stock financial institution, or qualifying mutual financial institution that elects to participate in the Public Funds Deposit Security Act Nebraska Single Bank Pooled Method.

Custodial Official: An officer or an employee of the State of Nebraska or any Political Subdivision who, by law, is made custodian of or has control over public money or public funds subject to the Act or the security of the deposit of public money or public funds subject to the Act.

Customer Service: The process of ensuring customer satisfaction by providing assistance and advice on those products or services provided by the Administrator.

Default: The omission or failure to perform a contractual duty.

Department: Nebraska Department of Banking and Finance or "NDBF."

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

Director: The Director of the Nebraska Department of Banking and Finance.

Eligible Collateral: Means the types of approved securities as approved by Neb. Rev. Stat. § 77-2387 of the Act.

Evaluation: The process of examining an offer after opening to determine the Applicant Administrator's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful appoint/appointment.

Evaluation Committee: Committee(s) appointed by the Director in the evaluation of proposals (offers made in response to written solicitations).

Event of Default: The issuance of an order by a supervisory authority or a receiver which restrains a Covered Depository from paying its deposit liabilities.

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

Fair Market Value: The value of the Pledged Securities pledged to secure a Covered Depository's Pubic Deposits as determined by any independent service that regularly furnishes such information to financial institutions in the United States as of the applicable date of a transaction or report; provided, however, should such method of valuation be inapplicable or unacceptable to the Director in respect to any Eligible Collateral, Fair Market Value shall mean the value placed thereon by the Director.

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

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

Invalid Proposal: A proposal that does not meet the requirements of the solicitation or cannot be evaluated against the other proposals.

Late Proposal: An offer received after the Opening Date and Time.

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

Must: See Mandatory/Must and Shall/Will/Must.

NDBF: Nebraska Department of Banking and Finance or "NDBF." See Department.

Opening Date and Time: Specified date and time for the public opening of received, labeled, and sealed formal proposals.

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

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

Pledged Security or Pledged Securities: Eligible Collateral which a Covered Depository has granted a security interest and as to which the Qualified Trustee has taken physical possession or by safekeeping.

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

Political Subdivision: Any county, city, village, township, district, authority, or other public corporation or entity, whether organized and existing under direct provisions of the Constitution of Nebraska or laws of the State of Nebraska or by virtue of a charter, corporate articles, or other legal instruments executed under authority of the constitution or laws, including any entity created pursuant to the Interlocal Cooperation Act or the Joint Public Agency Act.

Pool Balance: The total Public Deposits, net of the FDIC insured amount, of each Covered Depository in the Program.

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

Proposal: An offer, bid, or quote submitted by an Applicant Administrator/vendor in a response to a written solicitation.

Proprietary Information: Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serves no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

Protest/Grievance: A complaint about a governmental action or decision related to a solicitation or resultant contract, brought by an Applicant Administrator who has timely submitted a proposal response in connection with the appoint/appointment in question with the intention of achieving a remedial result.

Public Deposit: Monies deposited in a Covered Depository by any Custodial Official for a public entity including demand deposits, time deposits, and certificates of deposit.

Public Depositor: Any state entity or Political Subdivision with Public Deposits in a Covered Depository.

Public Funds Deposit Security Act Single Bank Pooled Method: Single bank pooled method as described in the Public Funds Deposit Security Act, Neb. Rev. Stat. § 77-2386 et seq.

Public Proposal Opening: The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished to attend.

Qualified Trustee: Any Federal Reserve Bank, branch of a Federal Reserve Bank, a federal home loan bank, or another responsible bank which is authorized to exercise trust powers, qualifying mutual financial institution which is authorized to exercise trust powers, or trust company, other than the pledgor or the bank, capital stock financial institution, or qualifying mutual financial institution granting the security interest.

Release Date: The date of public release of the written solicitation to seek offers.

Renewal Period: Optional Administrator periods subsequent to the original appointment Period for a specified duration with previously agreed to terms and conditions. Not to be confused with Extension.

Request for Information (RFI): A general invitation to the public requesting information for a potential future solicitation. The RFI is typically used as a research and information gathering tool for preparation of a solicitation.

Request for Proposal (RFP): A written solicitation utilized for obtaining competitive offers.

Responsible Administrator: An Administrator who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance.

Responsive Administrator or Applicant Administrator: A bidder seeking to be appointed Administrator who has submitted a proposal which conforms to all requirements of the solicitation document.

Shall/Will/Must: An order/command; mandatory.

Should: Expected; suggested, but not necessarily mandatory.

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

State: State of Nebraska.

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

Sub-Administrator: Individual or entity with whom the Administrator enters a contract to perform a portion of the work appointed/appointment to the Administrator.

Termination: Occurs when either Party, pursuant to a power created by agreement or law, puts an end to the appointment prior to the stated expiration date. All obligations, which are still executory on both sides, are discharged but any right based on prior breach or performance survives.

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

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

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

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

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

Vendor: Inclusive term for any Bidder, Applicant Administrator or Administrator.

Will: See Mandatory/Shall/Will/Must.

Work Day: See Business Day.

I. APPOINTMENT PROCEDURE

A. GENERAL INFORMATION

This solicitation is designed to solicit proposals from a qualified Applicant Administrator for providing all services necessary to implement the Nebraska Department of Banking and Finance's Public Funds Deposit Security Act Single Bank Pooled Method. Proposals shall conform to all instructions, conditions, and requirements included in the solicitation. Prospective Applicant Administrator is expected to carefully examine all documents, schedules, and requirements in this solicitation, and respond to each requirement in the format prescribed. Proposals may be found non-responsive if they do not conform to the solicitation.

B. APPOINTING OFFICE AND COMMUNICATION WITH NEBRASKA DEPARTMENT OF BANKING AND FINANCE AND EVALUATORS

Designation and appointment of the Administrator resides with the Director of the Nebraska Department of Banking and Finance. The point of contact (POC) for the appointment is as follows:

Name: Mark Quandahl, Director
Agency: Nebraska Department of Banking and Finance
Address: 1526 K Street, Suite 300
Lincoln, NE 68508

Telephone: 402-471-2171

Email: mark.quandahl@nebraska.gov

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

The following exceptions to these restrictions are permitted:

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

The Director reserves the right to reject an Applicant Administrator's proposal, withdraw an Intent to appoint, or terminate an appointment if the Director determines there has been a violation of these procurement procedures.

C. SCHEDULE OF EVENTS

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

ACTIVITY		DATE/TIME
1.	Release Solicitation	01/10/2020
2.	Last day to submit written questions	01/17/2020
3.	Proposal Opening Location: Nebraska Department of Banking and Finance 1526 K Street, Suite 300 Lincoln, NE 68508	02/14/2020 2:00 PM Central Standard Time
4.	Evaluation period	02/14/2020 to 03/13/2020
5.	Oral Interviews/Presentations and/or Demonstrations (if required)	03/16/2020 to 03/20/2020
6.	Post "Notification of Intent to Appoint" to internet at: https://ndbf.nebraska.gov/	03/23/2020
7.	Public Comment Period and Protest Period for non-appointed applicant administrators	03/24/2020 to 04/06/2020
8.	Contract finalization period	04/07/2020 to 05/01/2020
9.	Designation/appointment	05/01/2020
10.	Administrator start date	07/01/2020

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any solicitation provision must be submitted by email to mark.quandahl@nebraska.gov clearly marked "RFP Number 2020-001 Public Funds Deposit Security Act Single Bank Pooled Method Questions" on or before 5:00 PM Central Standard Time, January 17, 2020. The POC is not obligated to respond to questions that are received late per the Schedule of Events.

Potential Applicant Administrator should present, as questions, any assumptions upon which the applicant Administrator's proposal is or might be developed. Proposals will be evaluated without consideration of any known or unknown assumptions of an Applicant Administrator. The contract will not incorporate any known or unknown assumptions of an Applicant Administrator.

Questions must be sent via email to mark.quandahl@nebraska.gov.

It is recommended that Applicant Administrator submits questions using the following format.

Solicitation Section Reference	Solicitation Page Number	Question
RFP 2020-001		

E. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

Any Applicant Administrator must be authorized to transact business in the State and comply with all Nebraska Secretary of State Registration requirements. The Applicant Administrator, who is the recipient of an appointment, will be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days of the intent to appoint/appointment) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <https://das.nebraska.gov/materiel/purchasing.html>. This must be accomplished prior to execution of the contract.

F. ETHICS IN PUBLIC CONTRACTING

The Director reserves the right to reject proposals, withdraw an intent to appoint or appoint, or terminate a contract if an Applicant Administrator commits or has committed ethical violations, which include, but are not limited to:

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

The Applicant Administrator shall include this clause in any subcontract entered into for the exclusive purpose of performing as Administrator.

The Applicant Administrator shall have an affirmative duty to report any violations of this clause throughout the bidding process, and throughout the term of the appointment of for the successful Administrator and their Sub-Administrators.

G. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

The requirements contained in the request for proposal become a part of the terms and conditions of the appointment resulting from this solicitation. Any deviations from the solicitation must be clearly defined by the Applicant Administrator in its proposal and, if accepted by the Director, will become part of the appointment. Any specifically defined deviations must not be in conflict with the basic nature of the solicitation, requirements, or applicable state or federal laws or statutes. The Director discourages deviations and reserves the right to reject proposed deviations.

H. SUBMISSION OF PROPOSALS

Applicant Administrators should submit proposal via email to mark.quandahl@nebraska.gov. Proposals must reference the RFP number and be sent to the specified address. If a recipient phone number is required for delivery

purposes, 402-471-2171 should be used. The RFP number should be included in all correspondence. Emailed proposals must be received by Director Mark Quandahl (mark.quandahl@nebraska.gov) by the date and time of the proposal opening per the Schedule of Events; February 14, 2020, at 2:00 PM Central Standard Time. No late proposals will be accepted.

It is the responsibility of the Applicant Administrator to check the NDBF website for all information relevant to this Request for Proposal including addenda and/or amendments issued prior to the opening date. The website address is as follows: <https://ndbf.nebraska.gov/>

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

I. PROPOSAL PREPARATION COSTS

The Department shall not incur any liability for any costs incurred by Applicant Administrators in replying to this solicitation, including any activity related to bidding on this solicitation.

J. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL

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

1. Rejection of an Applicant Administrator's proposal;
2. Withdrawal of the Intent to Appoint/appointment;
3. Withdrawal of the appointment;
4. Negative Vendor Performance Report(s);
5. Termination of the resulting designation or appointment;
6. Legal action; and
7. Suspension of the Applicant Administrator from further bidding with the Department for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the Nebraska Department of Banking and Finance.

K. PROPOSAL CORRECTIONS

An Applicant Administrator may correct a mistake in a proposal prior to the time of opening by giving written notice to the Director of intent to withdraw the proposal for modification or to withdraw the proposal completely. Changing a proposal after opening may be permitted if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

L. LATE PROPOSALS

Proposals received after the time and date of the proposal opening will be considered late proposals. The Director will not consider late proposals. The State, Department, and Director are not responsible for proposals that are late or lost regardless of cause or fault.

M. PROPOSAL OPENING

The opening of proposals will be public and the Applicant Administrators will be announced. Proposals **WILL NOT** be available for viewing by those present at the proposal opening. Proposals will be posted to the NDBF website <https://ndbf.nebraska.gov/> once an Intent to Appoint has been posted to the website. Information identified as proprietary by the submitting Applicant Administrator, in accordance with the solicitation and state statute, will not be posted. If the Department determines submitted information should not be withheld, in accordance with the [Public Records Act](#), Neb. Rev. Stat. §§ 84-712 et seq. or if ordered to release any withheld information, said information may then be released. The submitting Applicant Administrator will be notified of the release and it shall be the obligation of the submitting Applicant Administrator to take further action, if it believes the information should not be released. NDBF will give a minimum written notice of three (3) business days prior to release of the information. Applicant Administrators may contact the Director to schedule an appointment for viewing proposals after the Intent to Appoint has been posted to the website. Once proposals are opened, they become the property of the Director, NDBF or the State and will not be returned.

N. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS

The proposals will first be examined to determine if all requirements listed below have been addressed. Proposals not meeting the requirements may be rejected as non-responsive. The requirements are:

1. Submission of proposal in electronic format acknowledged by a representative of the applicant administrator with the authority to bind.
2. Clarity and responsiveness
3. Completed Corporate Overview
4. Completed Sections II – Terms and Conditions
5. Completed Section III – Administrator Duties
6. Completed Section IV – Payment
7. Completed Section V – Project Description, Scope of Work and Deliverables; and
8. Completed Section VI – Proposal Instructions

O. EVALUATION COMMITTEE

Proposals will be evaluated by members of an Evaluation Committee. The Evaluation Committee will consist of individuals selected at the discretion of the Director. Names of the members of the Evaluation Committee(s) will not be published prior to the Intent to Appoint.

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

P. EVALUATION OF PROPOSALS

All proposals that are responsive to the solicitation will be evaluated. The State will conduct a fair, impartial, and comprehensive evaluation of all proposals in accordance with the criteria set forth below. Areas that will be addressed during the evaluation include:

1. Corporate Overview should include but is not limited to:
 - a. the ability, capacity, and skill of the Applicant Administrator to deliver and implement the system or project that meets the requirements of the solicitation; and
 - b. the character, integrity, reputation, judgment, experience, and efficiency of the Applicant Administrator.
2. Performance
 - a. whether the Applicant Administrator can perform the contract within the specified time frame,
 - b. the quality of vendor performance on prior contracts;
 - c. such other information that has a bearing on the decision to appoint
 - d. reports, and
 - e. agreement
3. Fee Proposal
4. Demonstrations (if applicable)
5. Preferences (if applicable)

Neb. Rev. Stat. § 73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone. A resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident Applicant Administrator, if all other factors are equal.

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

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a proposal in accordance with Neb. Rev. Stat. § 73-107 and has so indicated” requesting priority/preference to be considered in the appoint/appointment of an Administrator contract, the following will need to be submitted by the potential Applicant Administrator within ten (10) business days of request:

1. Documentation from the United States Armed Forces confirming service;
2. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions);
3. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
4. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

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

Evaluation criteria weighting will be released with the solicitation. (Form B)

Q. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

The Department may determine after the completion of the evaluation that oral interviews/presentations and/or demonstrations are required. Every Applicant Administrator may not be given an opportunity to interview/present and/or give demonstrations; the Director reserves the right, in its discretion, to select only the top scoring Applicant Administrators to present/give oral interviews. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the initial evaluation. The presentation process will allow the Applicant Administrators to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Applicant Administrators' key personnel, identified in their proposal, may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Only representatives of the Department and the presenting Applicant Administrator will be permitted to attend the oral interviews/presentations and/or demonstrations. A written copy or summary of the presentation, and demonstrative information (such as briefing charts, et cetera) may be offered by the Applicant Administrator, but the Department reserves the right to refuse or not consider the offered materials. Applicant Administrators shall not be allowed to alter or amend their proposals after the bid has been opened.

Once the oral interviews/presentations and/or demonstrations have been completed, the Department reserves the right to make an appointment without any further discussion with the Applicant Administrators regarding the proposals received.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the potential Applicant Administrator and will not be compensated by the Department.

R. BEST AND FINAL OFFER

If best and final offers (BAFO) are requested by the Department and submitted by the Applicant Administrator, they will be evaluated (using the Department BAFO criteria), scored, and ranked by the Evaluation Committee. The Department reserves the right to conduct more than one BAFO. The appointment will then be designated to the highest scoring Applicant Administrator. However, an Applicant Administrator should provide its best offer in its original proposal. Applicant Administrators should not expect that the Department will request a best and final offer.

S. REFERENCE AND CREDIT CHECKS

The Department reserves the right to conduct and consider reference and credit checks. The Department reserves the right to use third parties to conduct reference and credit checks. By submitting a proposal in response to this solicitation, the Applicant Administrator grants to the Department the right to contact or arrange a visit in person with any or all of the Applicant Administrator's clients. Reference and credit checks may be grounds to reject a proposal, withdraw an intent to appoint/appointment, or rescind the appointment.

T. NOTICE OF INTENT TO APPOINT

The Department reserves the right to evaluate proposals and appoint in a manner utilizing criteria selected at the Department's discretion and in the Department's best interest. After evaluation of the proposals, or at any point in the solicitation process, the Director, NDBF or the State may take one or more of the following actions:

1. Amend the solicitation;
2. Extend the time of or establish a new proposal opening time;

3. Waive deviations or errors in the State's solicitation process and in Applicant Administrator proposals that are not material, do not compromise the solicitation process or an Applicant Administrator's proposal, and do not improve an Applicant Administrator's competitive position;
4. Accept or reject a portion of or all of a proposal;
5. Accept or reject all proposals;
6. Withdraw the solicitation;
7. Elect to rebid the solicitation;
8. Appointment of the Administrator.

The solicitation does not commit the Department or the Director to designate an Administrator. Once an appointment decision has been determined, it will be posted to the Internet at:

<https://ndbf.nebraska.gov/>

U. PUBLIC COMMENT AND PROTEST PERIOD

Following the posting of the notice of intent to appoint, a public comment period and protest period of ten (10) business days will commence. Any comments or protests must be filed within ten (10) business days after the intent to appoint decision is posted to the Internet. All comments and protests will be deemed public information.

V. APPOINTMENT

Appointment of the Administrator will be made by Order of the Director.

W. EMAIL SUBMISSIONS

All proposals, questions, protests, comments, and communications must be timely submitted via email to mark.quandahl@nebraska.gov.

X. REJECTION OF PROPOSALS

The Department and Director reserve the right to reject any or all proposals, wholly or in part, in the best interest of the Department at the sole discretion of the Director.

Y. RESIDENT APPLICANT ADMINISTRATOR

Pursuant to Neb. Rev. Stat. §§ 73-101.01 through 73-101.02, a Resident Applicant Administrator shall be allowed a preference against a Nonresident Applicant Administrator from a state which gives or requires a preference to Applicant Administrators from that state. The preference shall be equal to the preference given or required by the state of the Nonresident Applicant Administrators. Where a proposal from a Resident Applicant Administrator is equal in all respects to one from a Nonresident Applicant Administrator from a state which has no preference law, the resident Applicant Administrator shall be designated.

II. TERMS AND CONDITIONS

By submitting a proposal in response to this solicitation, Applicant Administrator is agreeing to be legally bound by all the terms set forth herein. The Director reserves the right to negotiate alternative language. If the Director and Applicant Administrator fail to agree on the final requests, the Director reserves the right to reject the proposal. The Director, NDBF or the State is soliciting proposals in response to this RFP 2020-001. The Director, NDBF or the State reserves the right to reject proposals that attempt to substitute the Applicant Administrator's requirements and/or documents for this solicitation.

Applicant Administrators should submit with their proposal any license, user agreement, service level agreement, or similar documents that the Applicant Administrator wants incorporated in the appointment. The Department will not consider incorporation of any document not submitted with the Applicant Administrator's proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated if agreed to by the Parties.

A. GENERAL

Any ambiguity or conflict discovered after the appointment, not otherwise addressed herein, shall be resolved in accordance with the rules of interpretation as established by the Director, NDBF or the State.

B. NOTIFICATION

The Applicant Administrator shall identify the manager of Applicant Administrator who shall serve as the point of contact, as disclosed on **Form A**.

Communications regarding the appointment shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or five (5) calendar days following deposit in the mail.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

C. GOVERNING LAW

The parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this appointment will be interpreted and enforced under the laws of State of Nebraska (3) any action regarding the appointment must be brought in the State of Nebraska or the State per state law; (4) the person signing any agreement on behalf of the Director, NDBF or the State does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions regarding the appointment, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions regarding the appointment specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

D. BEGINNING OF WORK

The Administrator shall not commence any work until appointment by the Director.

E. CHANGE ORDERS OR SUBSTITUTIONS

The Department and the Administrator, upon written agreement, may make changes to the appointment within the general scope of the solicitation and Nebraska statutes. Changes may involve specifications, the quantity of work or such other items as the Department may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Administrator may not claim forfeiture of the appointment by reasons of such changes.

The Administrator shall prepare a written description of the work required due to the change.

No change shall be implemented by the Administrator until approved by the Director, and the Appointment is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

*****Administrator will not substitute any item pertaining to its appointment without prior written approval of the Department.*****

F. ADMINISTRATOR PERFORMANCE REPORT(S)

The Director may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the appointment, and/or solicitation specifications. Administrator performance report(s) will become a part of the permanent record of the Administrator.

G. NOTICE OF POTENTIAL ADMINISTRATOR FAILURE

If Administrator fails to fulfill or anticipates an inability to perform, the Administrator shall immediately give written notice to the Director. The notice shall explain the inability to perform or potential inability to perform, a proposed cure, and may include a request for a waiver of the inability to perform if so desired. The Director may, in his or her discretion, temporarily or permanently waive the breach. By granting a waiver, the Director does not forfeit any rights or remedies to which the Department is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of an inability to perform.

H. FAILURE TO PERFORM

The Director may terminate appointment at his or her sole discretion, if the Administrator breaches its duty, in whole or in part, to perform its obligations under the appointment in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the Director's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Administrator, the Director may contract the service from other sources and hold the Administrator responsible for any excess cost occasioned thereby. In case of breach by the Administrator, the Director may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the Administrator. The Director may recover from the Administrator damages defined in UCC § 2-715, but less expenses saved in consequence of Administrator's breach.

I. NON-WAIVER OF PERFORMANCE FAILURE

The acceptance of late performance with or without objection or reservation by the Director shall not waive any rights of the Department nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

J. SEVERABILITY

If any requirement or condition of the appointment is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining requirements and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the appointment did not contain the provision held to be invalid or illegal.

K. INDEMNIFICATION

1. GENERAL

The Administrator agrees to defend, indemnify, and hold harmless the Department and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the Department or Director for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Administrator, its employees, Sub-Administrators, consultants, representatives, and agents, resulting from this contract, except to the extent such Administrator liability is attenuated by any action of the Department which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

The Administrator agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Administrator or its employees, Sub-Administrators, consultants, representatives, and agents; provided, however, the Department gives the Administrator prompt notice in writing of the claim. The Administrator may not settle any infringement claim that will affect the Department's use of Licensed Software without the Department's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the Department's use of any intellectual property for which the Administrator has indemnified the Department, the Administrator shall, at the Administrator's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the Department's behalf to provide the necessary rights to the Department to eliminate the infringement, or provide the Department with a non-infringing substitute that provides the Department the same functionality. At the Department's election, the actual or anticipated judgment may be treated as a breach of warranty by the Administrator, and the Department may receive the remedies provided under this solicitation.

3. PERSONNEL

The Administrator shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including Sub-Administrators and their employees, provided by the Administrator.

4. STATE IMMUNITY

The State retains all rights and immunities under the State Miscellaneous (Neb. Rev. Stat. § 81-8,294), Tort (Neb. Rev. Stat. § 81-8,209), and Contract Claim Acts (Neb. Rev. Stat. § 81-8,302), as outlined in Neb. Rev. Stat. §§ 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

5. LEGAL REPRESENTATION

The Parties acknowledge that the Nebraska Attorney General is required by statute to represent the legal interests of the State, Director, and the Department and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

L. ATTORNEY'S FEES

In the event of any litigation, appeal, or other legal action to enforce any provision of the Appointment, the Administrator agrees to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs.

M. PERFORMANCE BOND

The Administrator may be required to supply a cashier's check or a bond executed by a corporation authorized to contract surety to the Director, NDBF or the State, payable to the Director, NDBF or the State, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the cashier's check or bond must be in the amount of one-hundred thousand dollars (\$100,000.00). The check or bond will guarantee that the Administrator will faithfully perform all requirements, terms and conditions of the appointment. If the Administrator chooses to provide a cashier's check, the check must show an expiration date on the check. Failure to comply shall be grounds for forfeiture of the check or bond as liquidated damages. The amount of forfeiture will be determined by the agency based on loss to the State or Department. The bond or cashier's check will be returned when the appointment has been satisfactorily completed as solely determined by the Director, after termination or expiration of the appointment.

N. ASSIGNMENT, SALE, OR MERGER

The appointment is not assignable.

O. FORCE MAJEURE

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the appointment due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party, and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

P. CONFIDENTIALITY

All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

Q. EARLY TERMINATION

The appointment may be terminated as follows:

1. The Department or Director, in its sole discretion, may terminate the appointment for any reason upon thirty (30) calendar days' written notice to the Administrator. Such termination shall not relieve the Administrator of warranty or other service obligations incurred under the terms of the appointment. In the event of termination, the Administrator shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
2. The Department or Director may terminate the appointment immediately with no prior notice for the following reasons:
 - a. if directed to do so by statute;
 - b. Administrator has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the Administrator or of any substantial part of the Administrator's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Administrator, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any Party against the Administrator under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Administrator has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Administrator has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the Administrator under any of the chapters of Title 11 of the United States Code;
 - g. Administrator intentionally discloses confidential information;
 - h. Administrator has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.

R. CLOSEOUT

Upon appointment closeout for any reason, the Administrator shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the Department;
2. Transfer ownership and title to all completed or partially completed deliverables to the Department;
3. Return to the Department all information and data, unless the Administrator is permitted to keep the information or data by contract or rule of law. Administrator may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Administrator's routine back up procedures;

4. Cooperate with any successor, person or entity in the assumption of any or all of the obligations of this contract;
5. Cooperate with any successor Administrator, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.
8. Assist the Department with obtaining information immediately, if the contract was terminated with an immediate effective date.

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

III. ADMINISTRATOR DUTIES

A. ADMINISTRATOR OBLIGATIONS

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

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

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

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

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

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

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

If the Administrator intends to utilize any Sub-Administrator, the Sub-Administrator's level of effort, tasks, and time allocation should be clearly defined in the Administrator's proposal. The Administrator shall agree that it will not utilize any Sub-Administrators not specifically included in its proposal in the performance of the contract without the prior written authorization of the Director.

The Department reserves the right to require the Administrator to reassign or remove from the project any Administrator or Sub-Administrator employee.

Administrator shall insure that the terms and conditions contained in any contract with a Sub-Administrator does not conflict with the terms and conditions of this contract.

The Administrator shall include a similar provision, for the protection of the Department, in the contract with any Sub-Administrator engaged to perform work on this contract.

B. EMPLOYEE WORK ELIGIBILITY STATUS

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

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

1. The Administrator must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <https://das.nebraska.gov/materiel/purchasing.htm>

2. The completed United States Attestation Form should be submitted with the solicitation response.
3. If the Administrator indicates on such attestation form that he or she is a qualified alien, the Administrator agrees to provide the US Citizenship and Immigration Services documentation required to verify the Administrator's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Administrator understands and agrees that lawful presence in the United States is required and the Administrator may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION

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

D. COOPERATION WITH THE DEPARTMENT

Administrator may be required to work with or in close proximity to the Department or individuals that may be working on same or different projects. The Administrator shall agree to cooperate with the Department. Administrator is not required to compromise Administrator's intellectual property or proprietary information unless expressly required to do so by this contract.

E. POOLED COLLATERAL PROGRAM FEES

Fees submitted pursuant to V. Project Description, Scope of Work and Deliverables, once accepted by the Director, shall remain fixed for the first two (2) years of the appointment. Any request for a fee increase subsequent to the appointment shall not exceed ten percent (10%) of the fee proposed for the period. Increases shall not be cumulative and will only apply to that period of the appointment. The request for a fee increase must be submitted in writing to the Director a minimum of 120 days prior to the end of the current appointment period. Documentation may be required by the Director to support the fee increase.

The Director reserves the right to deny any requested fee increase. No fee increases are to be billed to any Single Bank Pooled Method participants prior to written amendment of the appointment by the parties.

F. COST CLARIFICATION

The Department reserves the right to review all aspects of fees for reasonableness and to request clarification of any proposal where the fee component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

G. PERMITS, REGULATIONS, LAWS

The Administrator shall bear the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the appointment. The Administrator shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the appointment. The Administrator must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this appointment.

H. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

The Director and Department shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Administrator on behalf of the Department pursuant to this appointment.

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

I. INSURANCE REQUIREMENTS

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

1. Provide equivalent insurance for each Sub-Administrator and provide a COI verifying the coverage for the Sub-Administrator;
2. Require each Sub-Administrator to have equivalent insurance and provide written notice to the Department that the Administrator has verified that each Sub-Administrator has the required coverage; or,
3. Provide the Department with copies of each Sub-Administrator's COI evidencing the required coverage.

The Administrator shall not allow any Sub-Administrator to commence work until the Sub-Administrator has equivalent insurance. The failure of the Department to require a COI, or the failure of the Administrator to provide a COI or require Sub-Administrator insurance shall not limit, relieve, or decrease the liability of the Administrator hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the appointment or within five (5) years of termination or expiration of the appointment, the Administrator shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this appointment for the term of the appointment and five (5) years following termination or expiration of the appointment.

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

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

1. WORKERS' COMPENSATION INSURANCE

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Administrators	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties (If not otherwise covered under primary or umbrella excess liability or in conjunction with the blanket bond.)	\$5,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the Director, NDBF or the State."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability, Commercial Automobile Liability, Umbrella Excess Liability and Cyber Liability policies shall name the Director, NDBF or the State as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

3. EVIDENCE OF COVERAGE

The Administrator shall furnish the Director, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

Mark Quandahl, Director
Department of Banking and Finance
1526 K Street, Suite 300
Lincoln, NE 68508
Email: mark.quandahl@nebraska.gov

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

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

4. DEVIATIONS

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

J. ANTITRUST

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

K. CONFLICT OF INTEREST

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

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

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

L. STATE PROPERTY

The Administrator shall be responsible for the proper care and custody of any State-owned property which is furnished for the Administrator's use during the performance of the appointment. The Administrator shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

M. SITE RULES AND REGULATIONS

The Administrator shall use its best efforts to ensure that its employees, agents, and Sub-Administrators comply with site rules and regulations while on State premises. If the Administrator must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged.

N. ADVERTISING

The Administrator agrees not to refer to the appointment in advertising in such a manner as to state or imply that the company or its goods or services are endorsed or preferred by the State, Department, or Director.

O. NEBRASKA TECHNOLOGY ACCESS STANDARDS

Administrator shall review the Nebraska Technology Access Standards, found at <https://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the appointment are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Administrator's performance, the State may create an amendment to the appointment to request the appointment comply with the changed standard at a cost mutually acceptable to the parties.

P. DISASTER RECOVERY/BACK UP PLAN

The Administrator shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods and services as specified under the specifications in the appointment in the event of a disaster.

Q. DRUG POLICY

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

R. WARRANTY

Despite any clause to the contrary, the Administrator represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Administrator shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to Customer, or if Administrator is unable to perform the services as warranted, Administrator shall reimburse Customer the fees paid to Administrator for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and appoint/appointment under the law, to a prevailing party, reasonable attorneys' fees and costs.

IV. PAYMENT

A. TAXES

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Administrator may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Administrator's equipment which may be installed in a state-owned facility is the responsibility of the Administrator.

B. INSPECTION, EXAMINATION AND APPROVAL

The State and Department and/or its authorized representatives shall have the right to enter any premises where the Administrator or Sub-Administrator duties under the appointment are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

C. RIGHT TO AUDIT OR EXAMINE

The State, the Auditor of Public Accounts and Department shall have the right to audit or examine the Administrator's performance upon a thirty (30) days' written notice. Administrator shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the appointment (Information) to enable the State and the Department to audit the appointment. (Neb. Rev. Stat. §§ 84-304 et seq.) The State and Department and the Nebraska Auditor of Public Accounts may audit and the Administrator shall maintain, the Information during the term of the appointment and for a period of five (5) years after the completion of this appointment or until all issues or litigation are resolved, whichever is later. The Administrator shall make the Information available to the Department and/or the State at Administrator's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Administrator so elects, the Administrator may provide electronic or paper copies of the Information. The Department and/or the State reserves the right to examine, make copies of, and take notes on any Information relevant to this appointment, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Administrator be required to create or maintain documents not kept in the ordinary course of Administrator's business operations, nor will Administrator be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to Administrator.

In the event of nonperformance on the part of the Administrator, the Administrator shall reimburse the Department and/or the State for the total costs of the examination. Overpayments and audit costs owed to the Department and/or the State shall be paid within ninety (90) days of written notice of the claim. The Administrator agrees to correct any material weaknesses or condition found as a result of the audit.

Administrator agrees to pay the costs of any examination by the Department at the rate set forth in Neb. Rev. Stat. §§ 8-601, 8-605 or have a third party firm selected by the NDBF do an audit. Administrator will pay for any audits or examinations.

V. PROJECT DESCRIPTION, SCOPE OF WORK AND DELIVERABLES

Public Funds Deposit Security Act Nebraska Single Bank Pooled Method

Neb. Rev. Stat. § 77-2388 authorizes any bank, capital stock financial institution, or qualifying mutual financial institution subject to a requirement by law to secure the deposit of public money or public funds in excess of the amount insured or guaranteed by the Federal Deposit Insurance Corporation (FDIC). Neb. Rev. Stat. § 77-2398 allows banks, capital stock financial institutions, or qualifying mutual financial institutions to collateralize public funds using a dedicated or single bank pooled method. The Administrator of the single bank pooled method program ("Program") shall be designated by the Director of the Nebraska Department of Banking and Finance ("Department").

A. PURPOSE

This Section V is intended to clearly communicate guidelines and requirements for all parties participating in the Program and to outline the responsibilities of the Director of the Department, the Administrator, Covered Depositories, Public Depositors, and Custodians as it relates to the activities of the Program. The exhibits to this Section V are incorporated by reference and the terms of such exhibits are made part of the activities of the Program. In the event of any conflict between this document and the exhibits, this Section V will control.

B. DEFINITIONS

For the purpose of this Section V, in addition to the other terms as defined in the Public Funds Deposit Security Act ("the Act")¹, and related, the following terms are defined and shall have such meanings given thereto below whether or not such terms appear as capitalized in these general instructions:

1. "Administrator" shall mean a bank, savings association, trust company, or other qualified firm, corporation, or association which is authorized to transact business in this state which the Director delegates the rights or responsibilities with respect to administration of the Program.
2. "Covered Depository" means any bank, capital stock financial institution, or qualifying mutual financial institution² that elects to participate in the Program.
3. "Custodial Official" means an officer or an employee of the State of Nebraska or any Political Subdivision who, by law, is made custodian of or has control over public money or public funds subject to the Act or the security of the deposit of public money or public funds subject to the Act.
4. "Director" means the Director of the Department of Banking and Finance.
5. "Eligible Collateral" means the types of approved securities as approved by Neb. Rev. Stat. § 77-2387 of the Act. The approved list of Eligible Collateral is shown in **Exhibit A**.
6. "Event of Default" means the issuance of an order by a supervisory authority or a receiver which restrains a Covered Depository from paying its deposit liabilities
7. "Fair Market Value" means the value of the Pledged Securities pledged to secure a Covered Depository's Public Deposits as determined by any independent service that regularly furnishes such information to financial institutions in the United States as of the applicable date of a transaction or report; provided however, should such method of valuation be inapplicable or unacceptable to the Director in respect to any Eligible Collateral, Fair Market Value shall mean the value placed thereon by the Director.
8. "Pledged Security or Securities" means Eligible Collateral which a Covered Depository has granted a security interest and as to which the Qualified Trustee has taken physical possession or by safekeeping.
9. "Political Subdivision" means any county, city, village, township, district, authority, or other public corporation or entity, whether organized and existing under direct provisions of the Constitution of Nebraska or laws of the State of Nebraska or by virtue of a charter, corporate articles, or other legal instruments executed under authority of the constitution or laws, including any entity created pursuant to the Interlocal Cooperation Act or the Joint Public Agency Act.
10. "Pool Balance" means the total Public Deposits, net of the FDIC insured amount, of each Covered Depository in the Program.
11. "Public Deposit" means monies deposited in a Covered Depository by any Custodial Official for a public entity including demand deposits, time deposits, and certificates of deposit.
12. "Public Depositor" means any state entity or Political Subdivision with Public Deposits in a Covered Depository
13. "Qualified Trustee" means any Federal Reserve Bank, branch of a Federal Reserve Bank, a federal home loan bank, or another responsible bank which is authorized to exercise trust powers, qualifying mutual financial

¹ Neb. Rev. Stat. §§ 77-2386 – 77-23,108

² Neb. Rev. Stat. § 77-2387

institution which is authorized to exercise trust powers, or trust company, other than the pledgor or the bank, capital stock financial institution, or qualifying mutual financial institution granting the security interest.

C. PROGRAM PARTICIPATION

In order to participate in the Program, a Covered Depository must comply with all of the following requirements:

- (1) Be authorized pursuant to the laws of this state or the United States to conduct, and is conducting, the business of taking Public Deposits in this state.
- (2) Have deposit insurance under the provision of the Federal Deposit Insurance Act, as amended, 12 U.S.C. §§ 1811 et seq.
- (3) Notify the Administrator in writing of its intent to participate in the Program utilizing the Single Bank Collateral Pool Election Form (**Exhibit B**).
- (4) Execute agreements as prescribed by the Administrator including:
 - a. Security Agreement (**Exhibit C**)
 - b. Custodial Agreement (**Exhibit D**)
- (5) Receive written acknowledgement as a Covered Depository from the Administrator.
- (6) Comply with all Program audit or examination requirements on a timely basis.

D. COLLATERAL PLEDGING LEVELS

Each Covered Depository must furnish Eligible Collateral such that the Market Value of the Eligible Collateral is in an amount not less than one hundred and two percent of the Pool Balance for each Covered Depository.

E. QUALIFIED TRUSTEES

Each Qualified Trustee designated by a Covered Depository shall:

- (1) Execute a Custodial Agreement in a form approved by the Director.
- (2) Be approved by the Director to act as a Qualified Trustee.
- (3) Provide timely notification to the Administrator when any Pledged Security matures, is redeemed, or otherwise is paid off.
- (4) With respect to the Pledged Securities, Qualified Trustee agrees to, without notice to or consent by the pledgor, comply with and perform any and all requests and orders directly from the Director, whether by or through the Administrator. These include, but are not limited to, liquidating all collateral and submitting proceeds directly to the Director in the name of the Director only or transferring all collateral into an account designated solely by the Director. Qualified Trustee also agrees to cooperate fully with the Administrator, Department, and Director in connection with any audit or examination.

F. OBLIGATIONS OF COVERED DEPOSITORIES

In addition to other requirements outlined in this Section V, each Covered Depository shall:

- (1) Designate a Qualified Trustee(s), approved by the Director, and shall pay any fees and expenses incurred that are related to the Program.
- (2) Each Covered Depository shall notify the Director of all public enforcement actions immediately.
- (3) Each Covered Depository's Qualified Trustee must receive approval from the Administrator before accepting, substituting or withdrawing any Pledged Securities.

G. REPORTS

Covered Depositories and Qualified Trustees participating in the Program will be required to submit reports, no less than once a month, in prescribed formats to the Director and the Administrator unless more frequent reporting is determined necessary by the Director, as specified in **Exhibit E**. Required reports include (but are not limited to) the following information on accounts secured by the Program:

As of the end of each month, each Covered Depository shall provide each Custodial Official that has placed Public Deposits with the Covered Depository, a statement showing the daily balances and amounts of Public Deposits on deposit during the month.³

Each Covered Depository's Qualified Trustee shall provide a written receipt to the Custodial Official describing the pool of securities deposited, pledged, or in which a security interest has been granted by the Covered Depository⁴. A copy of the receipt must be provided to the Covered Depository and the Administrator.

³ Neb. Rev. Stat. § 77-2394

⁴ Neb. Rev. Stat. § 77-23,100

On or before the tenth day of each month, each Covered Depository shall provide the Administrator with a statement showing as of the last business day of the previous month⁵:

- The amount of Public Deposits deposited in such Covered Depository that is not insured or guaranteed by the FDIC.
 - By each Custodial Official separately
 - By all Custodial Officials in aggregate
- The aggregate Market Value of the Pledged Securities

Within twenty (20) days after receiving the monthly statement provided by each Covered Depository, the Administrator will provide a report to each Custodial Official listed in the statement reflecting⁶:

- The amount of uninsured Public Deposits in such Covered Depository by each Custodial Official as of the last day of the previous month.
- The aggregate market value of the Pledged Securities as of the last business day of the previous month.
- This report shall clearly notate if the value of the Pledged Securities does not meet or exceed 102 percent of the Pool Balance.

In addition to the reports previously described, the Administrator shall make publicly available reports that include, but may not be limited to:

- (1) List of all Public Depositors and Qualified Trustees in the Program.
- (2) Total amount of Public Deposits, net of FDIC insurance, in the Program.
- (3) List of Covered Depositories
- (4) Each Covered Depository's total deposits in the Program (gross and net of FDIC insurance coverage).
- (5) The amount of each Covered Depository's required collateralization.
- (6) The amount each Covered Depository is over or under the total collateralization amount.
- (7) Notice that each Covered Depository is in compliance with the Program collateralization requirements.

H. NON-COMPLIANCE

The failure of either a Covered Depository, Custodial Official, or Qualified Trustee to comply with this Section V will result in a noncompliance fee being assessed by the Administrator and payable by the noncomplying Covered Depository, Custodial Official, or Qualified Trustee, as specified in **Exhibit E**. Notwithstanding the imposition of a non-compliance fee, the Director will have the ability to determine that the Covered Depository no longer satisfies the requirements to be a Covered Depository.

I. VOLUNTARY WITHDRAWAL FROM PROGRAM

- (1) A Covered Depository may request to withdraw from the Program in writing to the Administrator. The withdrawal will become effective no later than sixty (60) days from the date of the notice.
- (2) If such withdrawal is accepted by the Director, the Administrator will notify the requesting Covered Depository and set a date for withdrawal not earlier than thirty (30) days from such notice.
 - a. Written notice shall be by resolution of the withdrawing Covered Depository's Board of Directors. A list of Public Depositors including their account number(s), address and month-end account balance will be provided to the Administrator.
 - b. The withdrawing Covered Depository is responsible for notifying all of its Public Depositors that it is withdrawing from the Program.
 - c. The withdrawing Covered Depository shall provide the Administrator a written certification by the Chairman of the Board, Chief Executive Officer or President that the institution no longer holds any Public Deposits subject to the Program and will not receive or retain any Public Deposits subject to the Program until it again becomes a Covered Depository.
 - d. The Administrator shall, upon request, release Pledged Securities, as specified in **Exhibit E**, after the effective date of withdrawal and confirmation that the Covered Depository has paid all outstanding Program fees to the Administrator.
 - e. The withdrawing Covered Depository will be removed from the list made publicly available of Covered Depositories participating in the Program.

⁵ Neb. Rev. Stat. § 77-23,100 (3)

⁶ Neb. Rev. Stat. § 77-23,100 (4)

J. EFFECT OF MERGER OR ACQUISITION

- (1) When a depository not participating in the Program acquires, merges, consolidates, or undertakes other similar transactions with a Covered Depository, the resulting institution automatically becomes a Covered Depository for ninety (90) calendar days and assumes the Security Agreement (**Exhibit C**), Custodial Agreement, and reporting requirements of the acquired Covered Depository.
- (2) The acquiring institution shall comply with all policies, procedures, and reporting requirements applicable to the Program.
- (3) Should the resulting institution desire to become a Covered Depository, the eligibility requirements of the Program must be met within ninety (90) calendar days.
- (4) The Administrator may grant an application from the resulting institution for an extension of time for an additional sixty (60) calendar days to comply with the eligibility requirements should extenuating circumstances warrant.
- (5) Should the resulting institution choose not to become a Covered Depository, the policy and procedures for Voluntary Withdrawal from the Program shall be followed.

K. EVENT OF DEFAULT

The Program exists to protect the Public Depositors from losses resulting from an Event of Default by a Covered Depository. Should an Event of Default occur, the following procedures shall be followed⁷:

- (1) The Director shall ascertain the aggregate amounts of Public Deposits secured and deposited in the Covered Depository that has defaulted.
- (2) The Director shall determine for each Custodial Official with Public Deposits in the defaulted Covered Depository the accounts and amount of FDIC insurance that is available for each account.
- (3) The Director shall then determine for each Custodial Official the amount of Public Deposits deposited in the defaulted Covered Depository not insured by the FDIC and the Market Value of the Pledged Securities.
- (4) Upon completion of this analysis, the Director shall provide each Custodial Official with a statement that reports:
 - a. The amount of Public Deposits in the Covered Depository
 - b. The amount of FDIC insurance coverage on the Public Deposits
 - c. The Market Value of the Pledged Securities provided by the Covered Depository
- (5) Each Custodial Official shall verify this information from his or her records within ten (10) business days after receiving the report and information from the Director.
- (6) After receiving the verified report from the Custodial Official, and if the Covered Depository is to be liquidated or if for any other reason the Director determines that the Public Deposits are not likely to be promptly paid upon demand, the Director shall proceed to liquidate the Pledged Securities and shall repay each Custodial Official for the amount of Public Deposits not insured by the FDIC.
- (7) In the event that the amount of the proceeds of the Pledged Securities held by the Director after liquidation is insufficient to cover all the Public Deposits not insured by the FDIC, the Director shall pay out to each Custodial Official available amounts pro rata in accordance with the respective Public Deposits not insured by the FDIC.
- (8) In the event that a federal deposit insurance agency is appointed and acts as a liquidator or receiver of any Covered Depository under state or federal law, those duties under this section may be delegated to and performed by such federal deposit insurance agency.

L. AUDIT OF PROGRAM

The Program and its Administrator will be subject to an annual audit or examination by the Department or a third-party independent auditor approved by the Director. The scope of the audit/examination will be determined by the Director.

M. ADMINISTRATION

The Director shall appoint the Administrator pursuant to Neb. Rev. Stat. § 77-2398 (2)(ii) with such responsibilities, duties, and fees included in the Program Administrator Contract/Agreement.

N. FEES SET BY ADMINISTRATOR APPROVED BY DIRECTOR

The cost to administer the Program will be paid by the Covered Depositories. The Administrator shall set all Program fees, subject to the prior approval of the Director, as specified in **Exhibit E**.

⁷ Neb. Rev. Stat. § 77-23,102(1)(2)

O. EXHIBIT LISTING

Exhibit A – Schedule of Eligible Collateral

Exhibit B – Single Bank Collateral Pool Election Form

Exhibit C – Security Agreement

Exhibit D – Custodial Agreement

Exhibit E – Program Participation, Requirements, Reports and Fees

Exhibit A - SCHEDULE OF ELIGIBLE COLLATERAL

- (a) Bonds or obligations fully and unconditionally guaranteed both as to principal and interest by the United States Government;
- (b) United States Government notes, certificates of indebtedness, or treasury bills of any issue;
- (c) United States Government bonds;
- (d) United States Government guaranteed bonds or notes;
- (e) Bonds or notes of United States Government agencies;
- (f) Bonds of any state or political subdivision which are fully defeased as to principal and interest by any combination of bonds or notes authorized in subdivision (c), (d), or (e) of this subdivision;
- (g) Bonds or obligations, including mortgage-backed securities and collateralized mortgage obligations, issued by or backed by collateral one hundred percent guaranteed by the Federal Home Loan Mortgage Corporation, the Federal Farm Credit System, a Federal Home Loan Bank, or the Federal National Mortgage Association;
- (h) Repurchase agreements the subject securities of which are any of the securities described in subdivisions (a) through (g) of this subdivision;
- (i) Securities issued under the authority of the Federal Farm Loan Act;
- (j) Loan participations which carry the guarantee of the Commodity Credit Corporation, an instrumentality of the United States Department of Agriculture;
- (k) Guaranty agreements of the Small Business Administration of the United States Government;
- (l) Bonds or obligations of any county, city, village, metropolitan utilities district, public power and irrigation district, sewer district, fire protection district, rural water district, or school district in this state which have been issued as required by law;
- (m) Bonds of the State of Nebraska or of any other state which are purchased by the Board of Educational Lands and Funds of this state for investment in the permanent school fund or which are purchased by the state investment officer of this state for investment in the permanent school fund;
- (n) Bonds or obligations of another state, or a political subdivision of another state, which are rated within the two highest classifications by at least one of the standard rating services;
- (o) Warrants of the State of Nebraska;
- (p) Warrants of any county, city, village, local hospital district, or school district in this state;
- (q) Irrevocable, nontransferable, unconditional standby letters of credit issued by a Federal Home Loan Bank; and
- (r) Certificates of deposit fully insured or guaranteed by the Federal Deposit Insurance Corporation that are issued to a bank, capital stock financial institution, or qualifying mutual financial institution furnishing securities pursuant to the Public Funds Deposit Security Act.

1. **Exhibit B - SINGLE BANK COLLATERAL POOL ELECTION FORM**

Blank – to be constructed by Administrator

2. Exhibit C - SECURITY AGREEMENT

Blank – to be constructed by Administrator

3. Exhibit D - CUSTODIAL AGREEMENT

Blank – to be constructed by Administrator

4. Exhibit E - PROGRAM PARTICIPATION, REQUIREMENTS, REPORTS AND FEES

Reporting:

Covered depositories and qualified trustees will submit the following information in the form of an electronic CSV report in a template provided by the Administrator.

Month-end total deposits and collateral level information (within 10 business days of month-end) including but not limited to:

- Total Public Deposits
- FDIC Insurance
- Total Public Deposits (net of FDIC insurance coverage)
- Current Market Value of Collateral.

Month-end Bank Report of Deposits – daily record information (within 10 business days of month-end) including, but not limited to:

- a) Depository
- b) FDIC Cert #
- c) FEIN #
- d) Street/PO Box
- e) City, State, Zip
- f) Submitted by
- g) Phone
- h) Email
- i) Report date (e.g. December 31, 2019)
- j) Reporting period
- k) Qualified Trustee
- l) Collateral Pricing Service
- m) Total public deposits
- n) Amount of FDIC insurance covering deposit balances in “m” above
- o) Amount of bank’s total net deposits in pool (Total, less FDIC insurance coverage)
- p) Required pledge level percentage
- q) Total required collateral
- r) Original Face or PAR Value of Securities pledged
- s) Current Market Value of Securities pledged
- t) Excess/deficit of pledged collateral over/under required collateral
- u) Confirmation of compliance with Program requirements including eligibility of all pledged collateral

Month-end Bank Report of Collateral Information (within 10 business days of month-end) including but not limited to:

- a) Depository
- b) FDIC Cert #
- c) FEIN #
- d) Street/PO Box
- e) City, State, Zip
- f) Submitted BY
- g) Phone
- h) Email
- i) Report Date (e.g. December 31, 2019)
- j) Reporting Period
- k) Qualified Trustee
- l) Collateral pricing source
- m) CUSIP number
- n) Security Description
- o) Security Type of collateral this is consistent with Schedule of Eligible Securities
- p) Maturity Date
- q) Original Face or Par Value
- r) Current Market Value
- s) Rating (if applicable)
- t) Pool (if applicable)
- u) Price

Month-end Bank Report of Depositors' Information (within 10 business days of month-end) including by not limited to:

- a) Full Depositor Name
- b) Depositor address
- c) Depositor FEIN #

Month-end Qualified Trustee Report Information (within 10 business days of month-end) including, but not limited to:

- a) Qualified Trustee
- b) FEIN #
- c) Street / PO Box
- d) City, State, Zip
- e) Submitted by
- f) Phone contact number
- g) Email
- h) Report Date
- i) Reporting Period
- j) Collateral Pricing Service
- k) Depository
- l) Depository Account #
- m) Pledgee
- n) CUSIP number
- o) Security Description
- p) Security Type of collateral that is consistent with Schedule of Eligible Securities
- q) Maturity Date
- r) Original Face or Par Value
- s) Current Market Value
- t) Rating (if applicable)
- u) Pool (if applicable)
- v) Price

Covered depositories utilizing any Federal Reserve Bank as their Qualified Trustee will be required to verify the month-end Qualified Trustee report information.

TRANSACTIONS

A Covered Depository will provide the following information when making a pledge to the pool, withdrawing a security or substituting one security of equal or greater current market value of another.

Transaction request – pledge, withdrawal, substitution

- Date
- Bank
- FDIC Cert #
- FEIN #
- Total pooled deposits on day of request
- Pledged to
- Transaction type: Deposit, Withdrawal, Substitution Deposit, Substitution Withdrawal
- CUSIP
- Security Description
- Security Type of collateral that is consistent with Schedule of Eligible Securities
- Maturity date
- Original Face or Par Value
- Current Market Value
- Rating (if applicable)
- Qualified Trustee
- Collateral Pricing Service if different from Qualified Trustee
- Banks authorizing party: Contact name, email, fax, and phone if necessary
- Specific Qualified Trustee contact name, email, fax, and phone if necessary

Program Fees

- (1) The Director has proposed a schedule of fees to be charged to Covered Depositories to be used to cover reasonable Program expenses, including, the Administrator fee, internal expenses associated with the Program, and any other fees including Qualified Trustee fees, liquidation fees, etc. The Director may adopt other fees as necessary to assure that all expenses necessary to administer the Program are adequately funded.

- (2) The Administrator may adjust fees within limits established by the Director in order to ensure adequate resources are available to administer the Program.
- (3) The Administrator will calculate an estimate of fees for each Covered Depository at the beginning of each fiscal year. Each Covered Depository may elect to pay the estimated fee at the beginning of the fiscal year or in upfront quarterly installments. The estimated fees for each Covered Depository will be reviewed quarterly and adjusted if necessary. Covered Depositories may be required to maintain a minimum balance as determined by the Administrator to ensure payment of all Program expenses on a timely basis.
- (4) At the inception of the Program, initial fees will be estimated and charged beginning July 1, 2020.
- (5) Fees shall not exceed the following schedule of fees:

<u>Fee:</u>	<u>Limits:</u>
a. Covered Depository Application Fee	\$500 one-time fee
b. Covered Depository Non-Compliance Fees	\$250 / occurrence
c. Covered Depository Administration Fee	\$12.00 / depositor / month
d. Qualified Trustee Non-Compliance Fees	\$250 / occurrence

- (6) The Director may adopt other fees and may adjust the fee limits set forth above as necessary to assure that all Program expenses are adequately funded.

Non-compliance and Remedies

The following procedures shall be followed to correct any violations of policy.

- (1) Reporting Requirements for Covered Depositories:
 - a. The Administrator shall notify the Covered Depository immediately should the Covered Depository's monthly report not be received by the 10th business day of the month.
 - b. If after the Administrator's notice, a report is not received within seven (7) business days, the Administrator may take any or all of the following actions:
 - i. Report the non-compliance to the Director.
 - ii. Require the Covered Depository to send a representative to meet with the Administrator and Director to discuss its non-compliance.
 - iii. Determine whether the Covered Depository will be declared in default,
 - iv. Require the Covered Depository to disgorge public deposits secured by the Program.
 - v. Require the Covered Depository to pay a non-compliance fee in accordance with the schedule of fees.
 - vi. Require the Covered Depository to be responsible for non-compliance fees owned by a Covered Depository's Qualified Trustee.
- (2) If a Covered Depository or Qualified Trustee fails to comply with any provision of the policies and procedures other than the reporting requirements or, alternatively, defaults on its obligations, the Director may impose limitations or other restrictions on the ability of the Covered Depository to accept public deposits, which, includes, but is not limited to: a) disgorging public deposits secured by the Program; b) prohibiting a Covered Depository from accepting additional public deposits; c) imposing a limit on the amount of public deposits a Covered Depository can accept; or d) requiring a Covered Depository to no longer accept public deposits. The Director may require a Covered Depository to provide notice of its public depositors of any such limitation.
- (3) Qualified Trustee
 - a. The Administrator shall notify a Qualified Trustee of any Program violation, with noncurrent notification to all Covered Depositories utilizing such Qualified Trustee, if the Qualified Trustee:
 - i. Substitutes or allows the withdrawal of pledged collateral without the consent of the Administrator.
 - ii. Fails to provide complete confirmations of pledged collateral within three (3) business days of notification.
 - iii. Fails to honor a request for reports, or an examination of funds or securities.
 - iv. Fails to comply with the requirements of the Custodian Agreement.
 - b. Within thirty (30) calendar days of acknowledged receipt of such notice, the Qualified Trustee shall prepare a written response to the notice of Program violation that provides a corrective action plan; or provides a statement with substantiating documentation that the infraction has not occurred.
 - c. If the Qualified Trustee fails to provide a corrective action plan acceptable to the Administrator, the Administrator shall send all Covered Depositories using such Qualified Trustee for the Program notification to select a replacement Qualified Trustee from among the list of approved Qualified Trustees.

VI. PROPOSAL INSTRUCTIONS

Proposals are due by the date and time shown in the Schedule of Events.

A. CORPORATE OVERVIEW

The Corporate Overview section of the Proposal should consist of the following subdivisions:

1. APPLICANT ADMINISTRATOR IDENTIFICATION AND INFORMATION

The Applicant Administrator should provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, and proprietorship), state in which the Applicant Administrator is incorporated or otherwise organized to do business, year in which the Applicant Administrator first organized to do business and whether the name and form of organization has changed since first organized.

2. FINANCIAL STATEMENTS

The Applicant Administrator should provide financial statements applicable to the firm. If publicly held, the Applicant Administrator should provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, email, and telephone number of the fiscally responsible representative of the Applicant Administrator's financial or banking organization.

If the Applicant Administrator is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, should be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm should provide a banking reference.

The Applicant Administrator must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

The Department may elect to use a third party to conduct credit checks as part of the corporate overview evaluation.

3. CHANGE OF OWNERSHIP

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the Applicant Administrator should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an Applicant Administrator(s) will require notification to the Director.

4. OFFICE LOCATION

The Applicant Administrator's office location responsible for performance pursuant to appointment by the Director, NDBF or the State must be identified.

5. RELATIONSHIPS WITH THE STATE

The Applicant Administrator should describe any dealings with the State over the previous (Five (5) years. If the organization, its predecessor, or any Party named in the Applicant Administrator's proposal response has contracted with the State, the Applicant Administrator should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

6. APPLICANT ADMINISTRATOR'S EMPLOYEE RELATIONS TO STATE

If any Party named in the Applicant Administrator's proposal response is or was an employee of the State within the past 24 twenty-four months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State is employed by the Applicant Administrator or is a Sub-Administrator to the Applicant Administrator, as of the due date for proposal submission, identify all such persons by name, position held with the Applicant Administrator, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the Applicant Administrator may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

B. PERFORMANCE

If the Applicant Administrator or any proposed Sub-Administrator has had a contract terminated for default during the past 3 three years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the Applicant Administrator's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the Applicant Administrator or litigated and such litigation determined the Applicant Administrator to be in default.

It is mandatory that the Applicant Administrator submit full details of all termination for default experienced during the past 3 three years, including the other Party's name, address, and telephone number. The response to this section must present the Applicant Administrator's position on the matter. The Department will evaluate the facts and will score the Applicant Administrator's proposal accordingly. If no such termination for default has been experienced by the Applicant Administrator in the past 3 three years, so declare.

If at any time during the past 3 three years, the Applicant Administrator has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.

1. SUMMARY OF APPLICANT ADMINISTRATOR'S CORPORATE EXPERIENCE

The Applicant Administrator should provide a summary matrix listing the Applicant Administrator's previous projects similar to this solicitation in size, scope, and complexity. The Department will use no more than three (3) narrative project descriptions submitted by the Applicant Administrator during its evaluation of the proposal.

The Applicant Administrator should address the following:

Provide narrative descriptions to highlight the similarities between the Applicant Administrator's experience and this solicitation. These descriptions should include:

- a. The time period of the project;
 - b. The scheduled and actual completion dates;
 - c. The Applicant Administrator's responsibilities;
 - d. For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and email address); and
 - e. Each project description should identify whether the work was performed as the prime Applicant Administrator or as a Sub-Administrator. If an Applicant Administrator performed as the prime Administrator, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
- i. Applicant Administrator and Sub-Administrator(s) experience should be listed separately. Narrative descriptions submitted for Sub-Administrators should be specifically identified as Sub-Administrator projects.
 - ii. If the work was performed as a Sub-Administrator, the narrative description should identify the same information as requested for the Applicant Administrators above. In addition, Sub-Administrators should identify what share of contract costs, project responsibilities, and time period were performed as a Sub-Administrator.

2. SUMMARY OF APPLICANT ADMINISTRATOR'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

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

The Applicant Administrator should identify the specific professionals who will work on the Department's project if their company is appointed. The names and titles of the team proposed for assignment to the Department project should be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

The Applicant Administrator should provide resumes for all personnel proposed by the Applicant Administrator to work on the project. The Department will consider the resumes as a key indicator of the Applicant Administrator's understanding of the skill mixes required to carry out the requirements of the solicitation in addition to assessing the experience of specific individuals.

Resumes should not be longer than three (3) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name,

address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the Department.

3. SUB-ADMINISTRATORS

If the Applicant Administrator intends to Subcontract any part of its performance hereunder, the Applicant Administrator must provide:

- i. name, address, email, and telephone number of the Sub-Administrator(s);
- iii. specific tasks for each Sub-Administrator(s);
- iv. percentage of performance hours intended for each Subcontract; and
- v. Total percentage of Sub-Administrator(s) performance hours.

C. FULL AND COMPLETE PROPOSAL SUBMISSION

The Applicant Administrator must include a complete proposal

Any documents, exhibits, and response required to fully respond to

Section II

Section III

Section IV

Section V. Project Description, Scope of Work and Deliverable,

Including

Single Bank Collateral Pool Election Form,

Security Agreement,

Custodial Agreement,

and proposed Single Bank Collateral Pool Agreement between Applicant Administrator and the Department.

Section VI – Proposal instructions

FORM A

Form A
Applicant Administrator Proposal Point of Contact
Request for Proposal Number 2020-001

Form A should be completed and submitted with each response to this solicitation. This is intended to provide the Department with information on the Applicant Administrator's name and address, and the specific person(s) who are responsible for preparation of the Applicant Administrator's response.

Preparation of Response Contact Information	
Applicant Administrator Name:	
Applicant Administrator Address:	
Contact Person & Title:	
Email Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

Each Applicant Administrator should also designate a specific contact person who will be responsible for responding to the Department if any clarifications of the Applicant Administrator's response should become necessary. This will also be the person who the Department contacts to set up a presentation/demonstration, if required.

Communication with the Department Contact Information	
Applicant Administrator Name:	
Applicant Administrator Address:	
Contact Person & Title:	
Email Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

FORM B

FORM B:

**Evaluation Criterial Points Weighting
NDBF Request for Proposal Number 2020-001
Public Funds Deposit Security Act, Single Bank Pooled Method**

Evaluator _____	Max Points
Corp Overview	
Corp Experience	100
Financial Statement	100
Personnel/Staff	50
<hr/>	
Total	250
Section II – Terms and Conditions	100
Section III – Administrator Duties	100
Section IV – Payment, Examination	50
Section V – Project Description, Scope of Work and Deliverables	
Completeness of the program	200
Implementation of the plan	200
Reports to public entity	50
Reports to the Department	50
Proposed Admin Agreement w/ NDBF	50
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Total	800
Fee allocations and overall cost	100
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Total Points without demonstrations	1,150
Demonstrations	250
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Total Points with Demonstrations	1,400

Preference:

- Resident Disabled Veteran
- Resident Bidder (Administrator)