

State of Nebraska (State Purchasing Bureau) REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

RETURN TO:
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Phone: 402-471-6500
Fax: 402-471-2089

SOLICITATION NUMBER	RELEASE DATE
RFP 4724Z1	June 4, 2014
OPENING DATE AND TIME	PROCUREMENT CONTACT
August 5, 2014 2:00 p.m. Central Time	Kristi Kling/Michelle Thompson

This form is part of the specification package and must be signed in ink and returned, along with proposal documents, by the opening date and time specified.

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The State of Nebraska, Administrative Services (AS), Materiel Division, Purchasing Bureau, is issuing this Request for Proposal, RFP Number 4724Z1 for the purpose of selecting a qualified contractor to provide Payment (Credit and Debit) Card Processing Services.

Written questions are due no later than June 16, 2014, and should be submitted via e-mail to as.materielpurchasing@nebraska.gov. Written questions may also be sent by facsimile to (402) 471-2089.

Bidder should submit one (1) original of the entire proposal. Proposals must be submitted by the proposal due date and time.

PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS REQUEST FOR PROPOSAL TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

1. Sealed proposals must be received in State Purchasing by the date and time of proposal opening per the schedule of events. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.
2. This form "REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" MUST be manually signed, in ink, and returned by the proposal opening date and time along with bidder's proposal and any other requirements as specified in the Request for Proposal in order for a bidder's proposal to be evaluated.
3. It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows:
<http://das.nebraska.gov/materiel/purchasing/rfp.htm>
4. It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3, and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the contractor's bid or in the final contract.

IMPORTANT NOTICE: Pursuant to § 84-602, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. Any non-proprietary, non-copyrighted information or other information not specifically excluded by § 84-712.05 **WILL BE POSTED FOR PUBLIC VIEWING.**

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request For Proposal For Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions unless otherwise agreed to (see Section III) and certifies bidder maintains a drug free work place environment.

_____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev Stat §73-107 and wish to have preference, if applicable, considered in the award of this contract.

FIRM: _____

COMPLETE ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

SIGNATURE: _____ DATE: _____

TYPED NAME & TITLE OF SIGNER: _____

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GLOSSARY OF TERMS

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

Account Number (as it relates to Credit Cards): The 16-digit account number that appears in print on the front of all valid credit, debit, and stored-value cards.

Acquirer (Credit Card): A bankcard association member who initiates and maintains relationships with merchants who accept payment cards; the financial institution (FI) that contracts with a merchant to initiate payment requests to a credit card association or credit card company in the context of credit and debit card payments.

Acquirer (Financial Institution): A financial institution that enters into agreements with merchants to accept branded cards as payment for goods and services; also called acquiring bank or merchant bank.

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

Address Verification Service (AVS): Enables merchants to verify a cardholder's billing address before completing a transaction.

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.

Agency Related Person (ARP): A 13-digit alpha/numeric identifier. An ARP is any individual whose information is stored in CHARTS.

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

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

Amendment: A written correction or alteration to a document.

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

ARO: After Receipt of Order

Assessment Fees: Fees that are charged by the card associations for processing a credit card transaction. Assessments are paid to the card associations to partially fund the association's activities, chargebacks, overhead, and advertising.

Authorization: The process of verifying that the payment card has sufficient funds available to cover the amount of the transaction and that the card is authentic and not reported as stolen. An authorization number is obtained for every sale.

Authorization Fees/Costs: Fees charged by the merchant bank that pass through to the authorization vendor in order to obtain the electronic approval to complete credit card transactions at the point-of-sale. This is the cost associated with authorization of credit card transactions, including telecommunication charges.

Automated Clearing House (ACH): The ACH system was developed by the financial industry in the early 1970's as an electronic alternative to checks. The ACH system is a batch processing system designed for high volume, low-value transactions. In an ACH transaction, payment information is processed and settled electronically, thereby increasing reliability, efficiency, and cost effectiveness.

Award: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

Bank: Any state-chartered or federally chartered bank which has a main chartered office in this state, any branch thereof in this state, or any branch in this state of a state-chartered or federally chartered bank which maintained a main chartered office in this state prior to becoming a branch of such state-chartered or federally chartered bank.

Banking Day: Any day on which a participating depository Bank is open to the public during any part of the day for carrying on substantially all its banking functions.

Batch: A group of records or documents considered as a single unit for the purpose of data processing.

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

Bid/Proposal: The offer submitted by a vendor in a response to written solicitation.

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

Bidder: A vendor who submits an offer bid in response to a written solicitation.

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

Business to Business (B2B): Describes commerce transactions between businesses, such as between a manufacturer and a wholesaler, or between a wholesaler and a retailer.

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

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

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

Cardholder: A person who uses a payment card to purchase goods and services.

Card Issuer: A financial institution/or entity that issues a payment card.

Card Not Present: When a card number is communicated verbally or otherwise conveyed manually (such as being entered into a form on the Internet). In a card-not-present transaction, the magnetic

stripe is not read, and the card is not visible to the cashier.

Card Present: When a card is physically presented at the time of a transaction and the magnetic stripe is read in a terminal. The information from the stripe is transmitted as part of the transaction.

Card Processor: A third party which provides transaction processing and other services for a card issuer or acquirer.

Cash Concentration or Disbursement (CCD): An electronic payment format used for concentration and disbursement of funds within or between companies. A single 94-character record contains the standard entry class indicating the type of transaction, transit routing number for the originating and receiving banks, and the originator and receiver account numbers.

Cash Concentration or Disbursement plus Addendum (CCD+): One of the formats used for the U.S. Treasury Vendor Express program and for B2B payments. It is useful when only a limited amount of information must be transmitted. This format is identical to CCD but with an addenda record. The addenda record is 94 characters long and includes a free-form space for up to 80 characters of descriptive data.

Chargeback: The act of an issuing bank returning a previously authorized transaction to the merchant sponsoring bank due to some defect or dispute of the transaction. When the merchant is notified of the dispute, the merchant must respond to the chargeback, offering proof of validity for the transaction.

Children Have A Right To Support (CHARTS): The Nebraska Child Support Enforcement computer system.

Chip: An integrated microchip that is embedded into a plastic credit or debit card.

Chip Card: A plastic payment card with an embedded computer chip that communicates information to a chip-reading device during the transaction process.

Collateral: The assets being used as security for State funds on deposit. Collateral must meet State statutory requirements.

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

Comma-Separated Values (CSV): A file that stores tabular data (numbers and text) in plain-text form and consists of any number of records, separated by line breaks of some kind; each record consists of fields, separated by some other character or string, most commonly a literal comma or tab. Usually, all records have an identical sequence of fields.

Commercial Card: A payment card issued to business entities to cover expenses such as travel, entertainment, and purchasing.

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

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

Compensating Balances: Balances that are maintained in the company's deposit accounts at the bank and generally do not earn interest, but are used to offset depository service charges.

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.

Convenience Fees (As defined by MasterCard): A merchant is permitted to charge a fee (such as a bona fide commission, postage, expedited services or convenience fee, and the like) if the fee is imposed on all like transactions regardless of the form of payment used.

Convenience Fees (As defined by Visa): A convenience fee can be levied for a cardholder's use of a special service rendered at the time payment is made. Unlike a surcharge, a convenience fee is not a charge for the payment service itself, but is a fee linked with the transaction such as the use of a Voice Response Unit (VRU).

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 receipt of deliverable(s), that specifications are met, handling meetings, and making payments to the contractor.

Contract Period: The duration of the contract.

Contractor: Any individual or entity having a contract to furnish commodities or services.

Conversion Period: A period of time not to exceed six (6) months, during which the State converts to a new Operating System under Conversion as per this RFP.

Conversion Plan: A work plan provided by the contractor that includes a detailed description of planned activities and deliverables to ensure a successful and timely conversion from the current system to a system under a new contract.

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

Copy Request: A request by a card issuer to an acquirer for a copy or facsimile of a sales receipt for a disputed transaction. Depending on where sales receipts are stored, the acquirer either fulfills the copy request itself or forwards it to the merchant for fulfillment. A copy request is also known as a retrieval request.

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.

Corporate Card: A payment card used for business-related expenses such as travel and entertainment.

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

Credit Card: A payment card issued by a company to an individual or other company that allows the user to purchase goods and services from merchants who accept the card.

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

Customer Initiated Entry (CIE): A credit entry initiated by or on behalf of the holders of a consumer account to the account of a receiver.

Data Transmission: The electronic exchange of information between two data processing points.

Debit Card (Check Card): A payment card issued by a company (usually a financial institution) to an individual or other company that allows the user to purchase goods and services from merchants who accept the card. The card accesses the user's depository account (Demand Deposit Account (DDA)/checking account for funding.

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

Demand Deposit Accounts (DDA): Commonly referred to as a checking account, a DDA is a method by which an account holder uses a commercial bank to transfer funds to and receive deposits from a third party

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

Disaster Recovery: The restoration of systems and communications after an outage or disaster.

Earnings Credit: The total dollar value of credit that can be used to offset the service charges incurred during an analysis period.

Earnings Credit Rate: The rate used by a bank to determine the total dollar value of credit to offset a customer's service charge.

Encryption: A computer generated algorithm that allows secure communication between parties; the process of encoding electronic transaction information to allow secure transmission of data over the Internet.

Europay, Mastercard, and Visa (EMV): The distinguishing feature of EMV is that the consumer payment application is resident in a secure chip that is embedded in a plastic payment card, often referred to as a chip card or smart card, or in a personal device such as a mobile phone. The chip provides three key elements – it can store information; it can perform processing; and because it is a secure element, it is able to store secret information securely, and perform cryptographic processing. These capabilities provide the means for secure consumer payments.

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

Evaluation Committee: Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of bids/proposals (offers made in response to written solicitations).

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.

File Transfer Protocol (FTP): A standard network protocol used to transfer files from one host to another host over a TCP-based network, such as the Internet.

Financial Institution (FI): A State or national bank, a State or federal savings and loan association, a mutual savings bank, or a State or federal credit union chartered to do business in the State of Nebraska.

Fiscal Year: The State of Nebraska fiscal year runs from July 1 of one calendar year to June 30 of the next calendar year.

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

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

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

Implementation Plan: A comprehensive plan describing the timeline and steps necessary to implement and rollout the project for participating agencies.

Installation Date: The date when the procedures described in Installation by Contractor, and Installation by State, as found in the RFP, ITB (written solicitation), or contract are completed.

Interactive Voice Response Unit (IVR): Allows customers to interact with a company's host system via a telephone keypad or by speech recognition. May also be referred to as Voice Response Unit (VRU).

Interchange: The association function that enables members to exchange payment card transaction data and funds on a standardized basis.

Interchange Fee/Rate: The rate defined by the card brands for transactions based on Point-of-sale (POS) characteristics, such as whether the card is present, whether the request was processed electronically, how much the transaction was for and how much data is provided with the financial transaction. The fee is charged to the acquirer and paid to the issuer.

Internet: An unrestricted, worldwide network that allows access to anyone with the appropriate hardware and software. In essence, the Internet is a collection of many computer networks linked together to form a global communications pathway.

Internet Initiated Entry (Web): One of the ACH entry formats, the Web format is used for payments that can be one-time or recurring debit entries initiated by an Originator pursuant to an authorization obtained from the Receiver via a secure Internet session.

Issuer: A financial institution or other authorized entity that issues branded cards to cardholders, and with which each cardholder has an agreement to pay transactions initiated through the use of the card.

Julian Date: A numeric day of the year; for example, January 12 has a Julian date of 012.

Key-Entered Transaction: A transaction that is manually keyed into a point-of-sale device.

KidCare: A proprietary payment processing system for processing child support payments used by the Nebraska Child Support Payment Center.

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

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

Liquidated Damages: Damages for the injured party to collect as compensation upon a specific breach or failure to perform certain requirements as stated in the contract.

Magnetic Stripe: A magnetic stripe on the back of all cards encoded with account information as specified by Association regulations. The stripe is “read” when a card is swiped through a POS terminal. On a valid card, the account number on the magnetic stripe matches the account number on the front of the card.

Magnetic-Stripe Reader: The component of a point-of-sale device that electronically reads the information on a payment card’s magnetic stripe.

Mail Order/Telephone Order (MO/TO): A merchant, market, or sales environment in which mail or telephone sales are the primary or a major source of income. Such transactions are frequently charged to customers’ bankcard accounts.

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

Merchant: An entity that accepts payment cards as payment for goods and services.

Merchant Agreement: The contract between a merchant and a merchant bank under which the merchant participates in the Visa, MasterCard, Discover, and American Express payment system, accepts cards for payment of goods and services, and agrees to abide by certain rules governing the acceptance and processing of Visa, MasterCard, Discover, and American Express transactions. Merchant agreements may stipulate merchant liability with regard to chargebacks and may specify time frames within which merchants are to deposit transactions and respond to requests for information.

Merchant Bank: A financial institution that enters into agreements with merchants in order to accept credit, debit, and stored value cards as payment for goods and services; also called acquirer or

acquiring bank.

Merchant Number or Merchant Identification Number (MID): An identifying number assigned to each merchant. Each department or location that accepts payment cards has its own unique merchant number.

Merchant Processor: A company that handles or provides transaction and sometimes data processing services for merchants.

Merchant Statement: The statement shows how much processing was done by the merchant during the month and what fees were incurred as a result.

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

Must: See Shall/Will/Must.

National Automated Clearing House Association (NACHA): The national trade association for electronic payments, which establishes rules, industry standards, and procedures governing the exchange of commercial ACH payments by Depository banks.

NACHA Formats: The ACH record format specifications described in the NACHA Operating Rules and Guidelines, which are the accepted and warranted payment format standards for payments delivered through the ACH network.

National Institute for Governmental Purchasing (NIGP): National Institute of Governmental Purchasing

Nebraska Child Support Payment Center (NCSPC): Also referred to as the SDU (State Disbursement Unit); single entity in each State where support payments are received, receipted, distributed, and disbursed. The SDU may be an agency of State government or a vendor under contract with the State's IV-D agency.

Nebraska Department of Revenue (NDR): To facilitate the proper functioning of the state by accurately and efficiently collecting and distributing state and local revenues and administering the state revenue laws.

Nebraska Interactive, Inc. (Nebraska.gov): Serves as the State of Nebraska's official Web portal and network. Oversight for operations of the portal is statutorily assigned to the Nebraska State Records Board (NSRB). The NSRB contracts with Nebraska.gov for the management of the portal.

Nebraska State Records Board (NSRB): A 12-member board consisting of Constitutional Officers, the Director of Administrative Services and six members of the public.

Non-Custodial Parent (NCP): The parent who does not have primary care, custody, or control of the child.

Online Debit: A debit card transaction requiring a personal identification number (PIN) which authorizes and posts on a real-time basis against the source DDA.

Open Market Purchase: Authorization may be given to an agency to purchase items above direct purchase authority due to the unique nature, price, quantity, location of the using agency, or time limitations by the AS Materiel Division, State Purchasing Bureau.

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

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

Outsourcing: The contracting out of a business process 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.

Outsourcing Company: A company that provides outsourcing services under contract to the State.

Payee: The Parent or organization in whose name support is paid; an individual authorized to receive a payment from the State

Payment Card: A broad term applying to any magnetic coded card used to make purchases.

Payment Card Industry Data Security Standards (PCI DSS): A comprehensive set of international security requirements for protecting cardholder data. The PCI DSS was developed by the major card brands to help facilitate the broad adoption of consistent data security measures on a global basis.

Payor: Any party making a payment to the State either by check, money order, cashier's check, online bill pay, credit card, Automated Clearing House (ACH) credit, or Prearranged Payment or Deposit (PPD) debit.

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

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

Per Item Charge: Fees paid to the processor on a per transaction basis.

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

Point-of-sale (POS): The place where a retail transaction is completed. The point at which a customer makes a payment to the merchant in exchange for goods or services.

Pre-Bid/Pre-Proposal Conference: A meeting scheduled for the purpose of clarifying a written solicitation and related expectations.

Prearranged Payment or Deposit (PPD): One of the ACH entry formats, the PPD format is the payment application by which consumers authorize a company or financial institution to credit or debit an account for normally recurring payments in fixed amounts.

Prearranged Payment or Deposit (PPD+): One of the ACH entry formats, the PPD format is the payment application by which consumers authorize a company or financial institution to credit or debit an account for normally recurring payments in fixed amounts. This format is identical to PPD but with one addenda record.

Processing Costs: The cost the merchant bank incurs to “process” credit card transactions. This includes settlement of items to the Associations, generating merchant statements, chargeback and retrieval processing, national account management team, customer service, training, programming terminals, payment of funds, and technical development.

Processor: An organization that is connected to a payment card association and provides authorization, clearing, and settlement services on behalf of a member.

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

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

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

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

Proposal: See Bid/Proposal.

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 serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

Protest: A written objection to a proposed award by a vendor to the same written solicitation.

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.

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

Refunds: The partial or entire amount of the original sales transaction given back to the cardholder.

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

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

Request for Information (RFI): A general invitation to vendors 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 Bidder: A bidder who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance.

Responsive Bidder: A bidder who has submitted a bid which conforms to all requirements of the solicitation document.

Reversals/Representment (Credit Cards): A chargeback that is rejected and returned to a card issuer by a merchant bank on the merchant's behalf. A chargeback may be represented, or redeposited, if the merchant or merchant bank can remedy the problem that led to the chargeback.

Sales Draft/Receipt: The paper form used by the merchant, and signed by the cardholder, to document the transaction.

Secure Sockets Layer (SSL): Cryptographic protocols which are designed to provide communication security over the Internet.

Settlement (Credit Card): The process of sending the merchant's batch to the network for processing and payment.

Settlement Date: The date on which an exchange of funds with respect to an entry is reflected on the books of the Federal Reserve Bank.

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

Should: Expected; suggested, but not necessarily mandatory.

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

Sole Source – Commodity: When an item is available from only one source due to the unique nature of the requirement, its supplier, or market conditions.

Sole Source – Services: A service of such a unique nature that the vendor selected is clearly and justifiably the only practical source to provide the service. Determination that the vendor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.

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

Split Tender: The use of two forms of payment, or legal tender, for a single purchase.

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

Taxpayer ID Number: Individual social security number, corporate Federal or State tax ID number.

Terminal: The POS equipment used to capture, transmit, and store payment card transactions.

Termination: Occurs when either party, pursuant to a power created by agreement or law, puts an end to the contract 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.

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

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

Transaction (as it relates to credit cards): The act between a cardholder and merchant that results in the sale of goods or services.

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

Vendor: An individual or entity lawfully conducting business in the State of Nebraska, or licensed to do so, who seeks to provide goods or services under the terms of a written solicitation.

Voice Response Unit (VRU): Allows customers to interact with a company's host system via a telephone keypad or by speech recognition. May also be referred to a Interactive Voice Response Unit (IVR).

Warrant: A legal instrument by which state government satisfies its financial obligations. Unlike a check, the warrant is a claim against the State Treasury and is subject to payment at the Treasurer's discretion.

Will: See Shall/Will/Must.

Work Day: See Business Day.

Zero Balance Accounts (ZBA): A ZBA is a collection account on which the balance is maintained at zero or a small balance. A transfer of funds is made to a master account each banking day netting out the credits and debits at the close of business.

I. SCOPE OF THE REQUEST FOR PROPOSAL

The State of Nebraska, Administrative Services (AS), Materiel Division, Purchasing Bureau (hereafter known as State Purchasing Bureau), is issuing this Request for Proposal, RFP Number 4724Z1 for the purpose of selecting a qualified contractor to provide Payment Card Processing Services.

A contract resulting from this Request for Proposal will be issued approximately for a period of five (5) years effective the date of award. The contract has the option to be renewed for two (2) additional one (1) year periods as mutually agreed upon by all parties.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT: <http://das.nebraska.gov/materiel/purchasing/rfp.htm>

A. SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change

	ACTIVITY	DATE/TIME
1.	Release Request for Proposal	June 4, 2014
2.	Last day to submit 1 st round of written questions	June 16, 2014
3.	State responds to 1 st round of written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing/rfp.htm	June 26, 2014
4.	Last day to submit 2 nd round of written questions	July 11, 2014
5.	State responds to 2 nd round of written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing/rfp.htm	July 21, 2014
6.	Last day to submit "Letter of Intent To Bid" (recommended but not required)	July 25, 2014
7.	Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	August 5, 2014 2:00 PM Central Time
8.	Review for conformance of mandatory requirements	August 5, 2014
9.	Evaluation period	August 6 – 26, 2014
10.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	To Be Determined
11.	Post "Letter of Intent to Contract" to Internet at: http://das.nebraska.gov/materiel/purchasing/rfp.htm	September 1, 2014
12.	Performance bond submission	September 15, 2014
13.	Contract award	September 30, 2014
14.	Contractor start date	September 30, 2014

II. PROCUREMENT PROCEDURES

A. PROCURING OFFICE AND CONTACT PERSON

Procurement responsibilities related to this Request for Proposal reside with the State Purchasing Bureau. The point of contact for the procurement is as follows:

Name: Kristi Kling/Michelle Thompson
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508

OR

Address: P.O. Box 94847
Lincoln, NE 68509
Telephone: 402-471-6500
Facsimile: 402-471-2089
E-Mail: as.materielpurchasing@nebraska.gov

B. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from qualified vendors who will be responsible for providing Payment Card Processing Services at a competitive and reasonable cost. Proposals that do not conform to the mandatory items as indicated in the Request for Proposal will not be considered.

Proposals shall conform to all instructions, conditions, and requirements included in the Request for Proposal. Prospective bidders are expected to carefully examine all documentation, schedules, and requirements stipulated in this Request for Proposal, and respond to each requirement in the format prescribed.

A fixed-price contract will be awarded as a result of this proposal. In addition to the provisions of this Request for Proposal and the awarded proposal, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.

C. COMMUNICATION WITH STATE STAFF

From the date the Request for Proposal is issued until a determination is announced regarding the selection of the contractor, contact regarding this project between potential contractors and individuals employed by the State is restricted to only written communication with the staff designated above as the point of contact for this Request for Proposal.

Once a contractor is preliminarily selected, as documented in the intent to contract, that contractor is restricted from communicating with State staff until a contract is signed. Violation of this condition may be considered sufficient cause to reject a contractor's proposal and/or selection irrespective of any other condition.

The following exceptions to these restrictions are permitted:

1. written communication with the person(s) designated as the point(s) of contact for this Request for Proposal or procurement;
2. contacts made pursuant to any pre-existing contracts or obligations; and

3. State-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract.

Violations of these conditions may be considered sufficient cause to reject a bidder's proposal and/or selection irrespective of any other condition. No individual member of the State, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this Request for Proposal. The buyer will issue any clarifications or opinions regarding this Request for Proposal in writing.

D. NOTIFICATION OF INTENT TO BID

Bidders should hand deliver, return by facsimile, e-mail or delivery by US mail the "Notification of Intent to Bid Form" that accompanies this document (see Form B) to the contact person shown on the cover page of the Request For Proposal Form. It is recommended that this form be filled out in its entirety and returned no later than the date shown in the Schedule of Events, but the bidder will not be penalized if the form is not received.

It is preferred that Form B, Notification of Intent to Bid, be sent via e-mail to as.materielpurchasing@nebraska.gov , but may be hand delivered, sent via facsimile to 402-471-2089 or delivery by US mail.

A list of vendors who submitted a Notification of Intent to Bid will be provided through an addendum to be posted on the Internet at <http://das.nebraska.gov/materiel/purchasing/rfp.htm> on or after the date shown in the Schedule of Events.

E. WRITTEN QUESTIONS AND ANSWERS

Any explanation desired by a bidder regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to the State Purchasing Bureau and clearly marked "RFP Number 4724Z1; Payment Card Processing Services Questions". It is preferred that questions be sent via e-mail to as.materielpurchasing@nebraska.gov Questions may also be sent by facsimile to 402-471-2089, but must include a cover sheet clearly indicating that the transmission is to the attention of Kristi Kling/Michelle Thompson, showing the total number of pages transmitted, and clearly marked "RFP Number 4724Z1; Payment Card Processing Services Questions".

It is recommended that Bidders submit questions sequentially numbered, include the RFP reference and page number using the following format.

<u>Question Number</u>	<u>RFP Section Reference</u>	<u>RFP Page Number</u>	<u>Question</u>

Written answers will be provided through an addendum to be posted on the Internet at <http://das.nebraska.gov/materiel/purchasing/rfp.htm> on or before the date shown in the Schedule of Events.

F. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

The Evaluation Committee(s) may conclude after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required in order to determine the successful bidder. All bidders may not have an opportunity to interview/present and/or give demonstrations; the State reserves the right to select only the

top scoring bidders to present/give oral interviews in its sole discretion. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Technical and Cost Proposals. The presentation process will allow the bidders to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Bidders' key personnel 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. Bidders shall not be allowed to alter or amend their proposals. Only representatives of the State and the presenting bidders will be permitted to attend the oral interviews/presentations and/or demonstrations.

Once the oral interviews/presentations and/or demonstrations have been completed the State reserves the right to make a contract award without any further discussion with the bidders regarding the proposals received.

Detailed notes of oral interviews/presentations and/or demonstrations may be recorded and supplemental information (such as briefing charts, et cetera) may be accepted; however, such supplemental information shall not be considered an amendment to a bidders' proposal. Additional written information gathered in this manner shall not constitute replacement of proposal contents.

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

G. SUBMISSION OF PROPOSALS

The following describes the requirements related to proposal submission, proposal handling and review by the State.

To facilitate the proposal evaluation process, one (1) original of the entire proposal should be submitted. Proposals must be submitted by the proposal due date and time. **A separate sheet must be provided that clearly states which sections have been submitted as proprietary or have copyrighted materials.** All proprietary information the bidder wishes the State to withhold must be submitted in accordance with the instructions outlined in Section III, Proprietary Information. Proposal responses should include the completed Form A, Bidder Contact Sheet. Proposals must reference the Request for Proposal number and be sent to the specified address. Please note that the address label should appear as specified in Section II part A on the face of each container or bidder's bid response packet. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The Request for Proposal number must be included in all correspondence.

Emphasis should be concentrated on conformance to the Request for Proposal instructions, responsiveness to requirements, completeness, and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming, it is likely that points will be lost in the evaluation process. Elaborate and lengthy proposals are neither necessary nor desired.

The Technical and Cost Proposals should be packaged separately (loose-leaf binders are preferred) on standard 8 ½" by 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures

and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. The Technical Proposal must not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical Proposal so that the bidder's understanding of the scope of work may be evaluated. The Technical Proposal shall disclose the bidder's technical approach in as much detail as possible, including, but not limited to, the information required by the Technical Proposal instructions.

IMPORTANT NOTICE: Pursuant to § 84-602, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. Any non-proprietary, non-copyrighted information or other information not specifically excluded by § 84-712.05 **WILL BE POSTED FOR PUBLIC VIEWING.**

H. PROPOSAL OPENING

The sealed proposals will be publicly opened and the bidding entities announced on the date, time, and location shown in the Schedule of Events. Proposals will be available for viewing by those present at the proposal opening. Vendors may also contact the State to schedule an appointment for viewing proposals after the Intent to Award has been posted to the website.

I. LATE PROPOSALS

Proposals received after the time and date of the proposal opening will be considered late proposals. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. The State is not responsible for proposals that are late or lost due to mail service inadequacies, traffic, or any other reason(s).

J. REJECTION OF PROPOSALS

The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

K. EVALUATION OF PROPOSALS

All responses to this Request for Proposal which fulfill all mandatory requirements will be evaluated. Each category will have a maximum possible point potential. The State will conduct a fair, impartial, and comprehensive evaluation of all proposals in accordance with the criteria set forth below. Form A.1 contains mandatory requirements and will be scored on a pass/fail basis only. Financial Stability will be scored and a minimum number of points will be needed to proceed to the next level. Areas that will be addressed and scored during the evaluation include:

1. Collateral Requirements (Form A.1);
 - a. Meet State statute collateral requirements for State deposits;
 - b. Provide a monthly statement of collateral;
 - c. State designated representative signature before collateral is released.

2. Bidder must be a bank (Form A.1);
 - a. Bidder must be a bank as defined in Neb. Rev. Stat. §77-2387(2) having a qualifying office in the State of Nebraska.
 - b. Bidder agrees to cash Nebraska State Treasury warrants and warrants issued by the NCSPC free of charge and without requiring a fingerprint as required in Neb. Rev. Stat. §77-2301(2)(a).
3. Financial Stability;
 - a. Bidder has financial stability to do business with the State of Nebraska
4. Corporate Overview shall include but is not limited to:
 - a. the ability, capacity, and skill of the bidder to deliver and implement the system or project that meets the requirements of the Request for Proposal;
 - b. the character, integrity, reputation, judgment, experience, and efficiency of the bidder;
 - c. whether the bidder can perform the contract within the specified time frame;
 - d. the quality of bidder performance on prior contracts;
 - e. such other information that may be secured and that has a bearing on the decision to award the contract;
5. Technical Approach, including Forms A.2-A.6; and
6. Cost Proposal.

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

Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in 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 bid in accordance with Neb. Rev. Stat. §73-107 and has checked “yes” requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the vendor within ten (10) business days of request:

- a. Documentation from the United States Armed Forces confirming service;

- b. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions);
- c. 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
- d. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

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

Evaluation criteria will become public information at the time of the Request for Proposal opening. Evaluation criteria and a list of respondents will be posted to the State Purchasing Bureau website at <http://das.nebraska.gov/materiel/purchasing/rfp.htm>. Evaluation criteria will not be released prior to the proposal opening.

L. EVALUATION COMMITTEE

Proposals will be independently evaluated by members of the Evaluation Committee(s). The Evaluation Committee(s) will consist of staff with the appropriate expertise to conduct such proposal evaluations. Names of the members of the Evaluation Committee(s) will not become public information.

Prior to award, bidders are advised that only the point of contact indicated on the front cover of this Request for Proposal for Contractual Services Form can clarify issues or render any opinion regarding this Request for Proposal. No individual member of the State, employee of the State, or member of the Evaluation Committee(s) is empowered to make binding statements regarding this Request for Proposal.

M. MANDATORY REQUIREMENTS

The proposals will first be examined to determine if all mandatory requirements listed below have been addressed to warrant further evaluation. Proposals not meeting mandatory requirements will be excluded from further evaluation. The mandatory requirement items are as follows:

1. Signed in ink Request for Proposal for Contractual Services form;
2. Collateral Requirements (Form A.1);
 - a. Meet State statute collateral requirements for State deposits;
 - b. Provide a monthly statement of collateral;
 - c. State designated representative signature before collateral is released.
3. Bidder must be a Bank (Form A.1);
 - a. Bidder must be a bank as defined in State Statute §77-2387 (2) having a qualifying office in the State of Nebraska;
 - b. Bidder agrees to cash Nebraska State Treasury warrants and warrants issued by the NCSPC free of charge and without requiring a fingerprint as required in Neb. Rev. Stat. §77-2301(2)(a).

4. Financial Stability;
 - a. Bidder has financial stability to do business with the State of Nebraska;
5. Corporate Overview;
6. Technical Approach, including Forms A.2-A.6; and
7. Cost Proposal.

N. REFERENCE CHECKS

The State reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that are identified by the company in the proposal, those indicated through the explicitly specified contacts, those that are identified during the review of the proposal, or those that result from communication with other entities involved with similar projects.

Bidders must submit at least three references from existing Merchant/Credit card customers. These references must be using the same types of required services requested in this RFP and have been a customer for a period of 12 months or more. Bidders should include the reference name, title, phone number, fax number, entity name and address. It is the bidder's responsibility to verify the references willingness to participate in the State RFP process and correct contact information is provided.

Information to be requested and evaluated from references may include, but is not limited to, some or all of the following: financial stability of the company, project description and background, job performed, functional and technical abilities, communication skills and timeliness, cost and schedule estimates and accuracy, problems (poor quality deliverables, contract disputes, work stoppages, et cetera), overall performance, and whether or not the reference would rehire the firm or individual. Only top scoring bidders may receive reference checks, and negative references may eliminate bidders from consideration for award.

O. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

All bidders shall be authorized to transact business in the State of Nebraska. All bidders are expected to comply with all Nebraska Secretary of State registration requirements. It is the responsibility of the bidder to comply with any registration requirements pertaining to types of business entities (e.g. person, partnership, foreign or domestic limited liability company, association, or foreign or domestic corporation or other type of business entity). The bidder who is the recipient of an Intent to Award will be required to certify that it has so complied and produce a true and exact copy of its current (within 90 days), valid Certificate of Good Standing or Letter of Good Standing; or in the case registration is not required, to provide, in writing, the reason as to why none is required. This must be accomplished prior to the award of the contract. Construction contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certificate of registration. Further, all bidders shall comply with any and all other applicable Nebraska statutes regarding transacting business in the State of Nebraska. Bidders should submit the above certification(s) with their bid.

P. VIOLATION OF TERMS AND CONDITIONS

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

1. Rejection of a bidder's proposal;
2. Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

III. TERMS AND CONDITIONS

By signing the “Request for Proposal for Contractual Services” form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions unless otherwise agreed to, and certifies bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a bidder may indicate any exceptions to the Terms and Conditions by (1) clearly identifying the term or condition by subsection, and (2) including an explanation for the bidder’s inability to comply with such term or condition which includes a statement recommending terms and conditions the bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a bidder’s proposal. Bidders should include completed Section III with their proposal response.

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The contract resulting from this Request for Proposal shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The signed in ink Request for Proposal form and the Contractor’s Proposal;
4. Amendments to RFP and any Questions and Answers; and
5. The original RFP document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request for Proposal form and the Contractor’s Proposal, 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

IMPORTANT NOTICE: Pursuant to § 84-602, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. Any non-proprietary, non-copyrighted information or other information not specifically excluded by § 84-712.05 **WILL BE POSTED FOR PUBLIC VIEWING.**

B. AWARD

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The Request for Proposal does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

By submitting a proposal in response to this Request for Proposal, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients.

Once an intent to award decision has been determined, it will be posted to the Internet at: <http://www.das.state.ne.us/materiel/purchasing/rfp.htm>

Grievance and protest procedure is available on the Internet at: <http://www.das.state.ne.us/materiel/purchasing/agencyervicesprocurementmanual/ProtestGrievanceProcedureForServices.doc>

Any protests must be filed by a vendor within ten (10) calendar days after the intent to award decision is posted to the Internet.

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

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The contractor 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 contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with

respect to hire, tenure, terms, conditions or privileges of employment because of race, color, religion, sex, disability, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The contractor shall insert a similar provision in all subcontracts for services to be covered by any contract resulting from this Request for Proposal.

D. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of the contract. The contractor shall comply with all applicable local, State, and federal laws, ordinances, rules, orders, and regulations.

E. OWNERSHIP OF INFORMATION AND DATA

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The State of Nebraska shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or derived by the contractor pursuant to this contract.

The contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks, and copyrights that are in any way involved in the contract. It shall be the responsibility of the contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

F. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The contractor shall not commence work under this contract until all the insurance required hereunder has been obtained and such insurance has been approved by the State. If contractor will be utilizing any subcontractors, the contractor is responsible for obtaining the

certificate(s) of insurance required herein under from any and all subcontractor(s). The contractor is also responsible for ensuring subcontractor(s) maintain the insurance required until completion of the contract requirements. The contractor shall not allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been obtained and approved by the contractor. Approval of the insurance by the State shall not limit, relieve, or decrease the liability of the contractor hereunder.

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

1. WORKERS' COMPENSATION INSURANCE

The contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

3. INSURANCE COVERAGE AMOUNTS REQUIRED

a. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

Coverage A	Statutory
Coverage B	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

- b. COMMERCIAL GENERAL LIABILITY**
 - General Aggregate \$2,000,000
 - Products/Completed Operations Aggregate \$2,000,000
 - Personal/Advertising Injury \$1,000,000 any one person
 - Bodily Injury/Property Damage \$1,000,000 per occurrence
 - Fire Damage \$50,000 any one fire
 - Medical Payments \$5,000 any one person
- c. COMMERCIAL AUTOMOBILE LIABILITY**
 - Bodily Injury/Property Damage \$1,000,000 combined single limit
- d. UMBRELLA/EXCESS LIABILITY**
 - Over Primary Insurance \$1,000,000 per occurrence

4. EVIDENCE OF COVERAGE

The contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of the Buyer, Administrative Services, State Purchasing Bureau, 1526 K Street, Suite 130, Lincoln, NE 68508 (facsimile 402-471-2089). 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 State is damaged by the failure of the contractor to maintain such insurance, then the contractor shall be responsible for all reasonable costs properly attributable thereto.

Notice of cancellation of any required insurance policy must be submitted to Administrative Services State Purchasing Bureau when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

G. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

1. The State reserves the right to award the contract jointly between two or more potential contractors, if such an arrangement is in the best interest of the State.
2. The contractor shall agree to cooperate with such other contractors, and shall not commit or permit any act which may interfere with the performance of work by any other contractor.

H. INDEPENDENT CONTRACTOR

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The contractor's employees and other persons engaged in work or services required by the contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the contractor, its officers, or its agents) shall in no way be the responsibility of the State. The contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

I. CONTRACTOR RESPONSIBILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the contractor's proposal, and the resulting contract. The contractor shall be the sole point of contact regarding all contractual matters.

If the contractor intends to utilize any subcontractor's services, the subcontractor's level of effort, tasks, and time allocation must be clearly defined in the contractor's proposal. The contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State. Following execution of the contract, the contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

J. CONTRACTOR PERSONNEL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The contractor warrants that all persons assigned to the project shall be employees of the contractor or specified subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the contractor to fulfill the terms of the contract shall remain under the sole direction and control of the contractor. The contractor shall include a similar provision in any contract with any subcontractor selected to perform work on the project.

Personnel commitments made in the contractor's proposal shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

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

In respect to its employees, the contractor agrees to be responsible for the following:

1. any and all employment taxes and/or other payroll withholding;
2. any and all vehicles used by the contractor's employees, including all insurance required by state law;
3. damages incurred by contractor's employees within the scope of their duties under the contract;
4. maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and
5. determining the hours to be worked and the duties to be performed by the contractor's employees.

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

K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

L. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

By submitting a proposal, bidder certifies that there does not now exist any relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Request for Proposal or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The bidder certifies that it will not employ any individual known by bidder to have a conflict of interest.

M. PROPOSAL PREPARATION COSTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The State shall not incur any liability for any costs incurred by bidders in replying to this Request for Proposal, in the demonstrations and/or oral presentations, or in any other activity related to bidding on this Request for Proposal.

N. ERRORS AND OMISSIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

O. BEGINNING OF WORK

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful contractor. The contractor will be notified in writing when work may begin.

P. ASSIGNMENT BY THE STATE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

Q. ASSIGNMENT BY THE CONTRACTOR

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

R. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The requirements contained in the Request for Proposal become a part of the terms and conditions of the contract resulting from this Request for Proposal. Any deviations from the

Request for Proposal must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the Request for Proposal or mandatory requirements. "Deviation", for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

S. GOVERNING LAW

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The contractor must be in compliance with all Nebraska statutory and regulatory law.

T. ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

U. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

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

V. STATE PROPERTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

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

W. SITE RULES AND REGULATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The contractor shall use its best efforts to ensure that its employees, agents, and subcontractors comply with site rules and regulations while on State premises. If the contractor 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. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to between the State and the contractor.

X. NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

During the bid process, all communication between the State and a bidder shall be between the bidder's representative clearly noted in its proposal and the buyer noted in Section II.A., Procuring Office and Contact Person, of this RFP. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder should provide in its proposal the name, title, and complete address of its designee to receive notices.

1. Except as otherwise expressly specified herein, all notices, requests, or other communications 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 above, 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 three (3) days following deposit in the mail.

2. Whenever the contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

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.

For the duration of the contract, all communication between contractor and the State regarding the contract shall take place between the contractor and individuals specified by the State in writing. Communication about the contract between contractor and individuals not designated as points of contact by the State is strictly forbidden.

Y. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The contract may be terminated as follows:

1. The State and the contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon 30 days written notice to the contractor. Such termination shall not relieve the contractor of warranty or other service obligations incurred under the terms of the contract. In the event of cancellation the contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. contractor 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 contractor or of any substantial part of the contractor'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 contractor, its employees, officers, directors, or shareholders;

- e. an involuntary proceeding has been commenced by any party against the contractor 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) days; or (ii) the contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the contractor has been decreed or adjudged a debtor;
- f. a voluntary petition has been filed by the contractor under any of the chapters of Title 11 of the United States Code;
- g. contractor intentionally discloses confidential information;
- h. contractor has or announces it will discontinue support of the deliverable;
- i. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau.

Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the contractor written notice thirty (30) days prior to the effective date of any termination, and advise the contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the contractor be paid for a loss of anticipated profit.

AA. BREACH BY CONTRACTOR

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The State may terminate the contract, in whole or in part, if the contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the contractor, allow the contractor to cure a failure or breach of contract within a period of thirty (30) days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing the contractor time to cure a failure or breach of contract does not waive the State's 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 contractor, the State may contract the service from other sources and hold the contractor responsible for any excess cost occasioned thereby.

BB. ASSURANCES BEFORE BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal/resulting contract, upon written notice from the State, the contractor shall deliver assurances in the form of additional contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

CC. PERFORMANCE BOND

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The selected contractor will be required to supply a certified check or a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the certified check or bond must be for \$250,000. The check or bond will guarantee that the selected contractor will faithfully perform all requirements, terms and conditions of the contract. Failure to comply shall be grounds for forfeiture of the check or bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond or certified check will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

DD. LIQUIDATED DAMAGES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The State and the contractor agree that actual damages from a failure to perform certain requirements in any contract executed pursuant to this RFP are difficult to accurately estimate, that there has been a reasonable effort by parties to fix the amount of compensation that is due under the contracts, and that it is possible to identify an amount of liquidated damages for

the failure to perform those requirements that is proportionate to the actual damages that the State would anticipate as a result of the failure.

In lieu of actual damages, the State and the contractor shall agree to a schedule of fees for failure to perform certain requirements in any contract executed pursuant to this RFP.

The following is the required schedule of liquated damages in the form of fees for failure to perform certain requirements.

These fees are categorized as follows:

Standard	\$ 2,000.00 per day
High	\$ 5,000.00 per day
Critical	\$10,000.00 per day

Liquidated damages may be charged by the State under this paragraph for each day or partial day the contractor fail to perform or comply with certain requirements in the contract, other than failures caused by the State or circumstances beyond the control of the contractor or their agents (natural disasters, etc.)

1. ACCEPTANCE OF CREDIT CARD BATCHES

Upon being notified by a State Agency that Contractor was not able to accept credit card transaction batches/files (by any method used by State Agencies to transmit files/batches), Contractor will either resolve the situation within four (4) hours so the credit card transaction batches/files can be received from the State or pay liquidated damages.

Category: Critical

2. ABILITY TO ACCESS DAILY BANK REPORTING INFORMATION

Upon being notified by the State that daily bank information reports prior day balance reports, current day balance reports, and comma-separated value (CSV) exports are unavailable, Contractor will either resolve the situation within four hours and make all required reports available to State staff or pay liquidated damages.

Category: High

3. SENDING/RECEIVING OF WIRES

Upon being notified by the State that Contractor is unable to send wires/receive wires on behalf of the State, Contractor will either resolve the situation within four hours after being notified or pay liquidated damages.

Category: Standard

4. RFP REQUIRED REPORTING

Within three (3) business days of Contractor being notified by the State, reports not provided by Contractor will be made available to the State or contractor will pay liquidated damages.

Category: Standard

As to any liquidated damages owing hereunder, Contractor will pay liquidated damages to State by the tenth (10th) Business Day of the month following the month that the damages were reported to the Contractor. The State has 60 days after the incident to contact the Contractor to pay liquidated damages.

5. UNRESOLVED REQUIREMENTS

All Standard and High category requirements will move to Critical level of liquidated damages if not resolved within 48 hours after notification to the Contractor.

All Critical category requirements will double in liquidated damages payment if not resolved with 24 hours after notification to the Contractor.

EE. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party (“Force Majeure Event”). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the contractor. To obtain release based on a Force Majeure Event, the contractor shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party’s own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

FF. PROHIBITION AGAINST ADVANCE PAYMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

GG. PAYMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

State will render payment to contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the contractor as solely

determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the contractor prior to the Effective Date, and the contractor hereby waives any claim or cause of action for any such services.

HH. INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Invoices for payments must be submitted by the contractor to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the contractor’s invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

The State Treasurer’s Office will work with the contractor and the State agencies to set up the payment process for merchant fees. The State Treasurer will require that most State agencies’ merchant fees be debited from the State account. A few State agencies require an invoice instead of being debited.

Bidder may not, under any circumstances, propose the netting of merchant fees or the withholding of revenue out of daily batch settlements for any services.

II. AUDIT REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

All contractor books, records and documents relating to work performed or monies received under the contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by the State. These records shall be maintained for a period of five (5) full years from the date of final payment, or until all issues related to an audit, litigation, or other action are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles.

In addition to, and in no way in limitation of any obligation in the contract, the contractor shall agree that it will be held liable for any State audit exceptions, and shall return to the State all

payments made under the contract for which an exception has been taken or which has been disallowed because of such an exception. The contractor agrees to correct immediately any material weakness or condition reported to the State in the course of an audit.

JJ. TAXES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the contractor's equipment which may be installed in a state-owned facility is the responsibility of the contractor.

KK. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Final inspection and approval of all work required under the contract shall be performed by the designated State officials. The State and/or its authorized representatives shall have the right to enter any premises where the contractor or subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

LL. CHANGES IN SCOPE/CHANGE ORDERS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The State may, at any time with written notice to the contractor, make changes within the general scope of the contract. Changes in scope shall only be conducted with the written approval of the State's designee as so defined by the State from time to time. (The State retains the right to employ the services of a third party to perform any change order(s).)

The State may, at any time work is in progress, by written order, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The contractor shall not claim forfeiture of contract by reasons of such changes by the State.

Changes in work and the amount of compensation to be paid to the contractor for any extra work so ordered shall be determined in accordance with the applicable unit prices of the contractor's proposal.

Corrections of any deliverable services or performance of work required pursuant to the contract shall not be deemed a modification requiring a change order.

MM. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

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

NN. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

All materials and information provided by the State or acquired by the contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the contractor on behalf of the State shall be handled in accordance with federal and State law, and ethical standards. The contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a contractor; contractor shall notify the State immediately of said breach and take immediate corrective action.

It is incumbent upon the contractor to inform its 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 to contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a contractor, 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.

OO. PROPRIETARY INFORMATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal. The separate package must be clearly marked PROPRIETARY on the outside of the package. Bidders may not mark their entire Request for Proposal as proprietary. Bidder's cost proposals may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. 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 serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

PP. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

By submission of this proposal, the bidder certifies that it is the party making the foregoing proposal and that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the bidder has not,

directly or indirectly, submitted its proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

QQ. PRICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

All prices, costs, and terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made (and for bidder receiving award, prices shall remain as bid for the duration of the contract unless otherwise so stated in the contract) or the Request for Proposal is cancelled.

Contractor represents and warrants that all prices for services, now or subsequently specified, are as low as and no higher than prices which the contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the contractor may charge under the terms of the contract, do not and will not violate any existing federal, State, or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

RR. BEST AND FINAL OFFER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The State will compile the final scores for all parts of each proposal. The award may be granted to the highest scoring responsive and responsible bidder. Alternatively, the highest scoring bidder or bidders may be requested to submit best and final offers. If best and final offers are requested by the State and submitted by the bidder, they will be evaluated (using the stated criteria), scored, and ranked by the Evaluation Committee. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

SS. ETHICS IN PUBLIC CONTRACTING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator, or employee based on the understanding that the receiving person’s vote, actions, or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the State Purchasing Bureau.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional advice, such as consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

If the bidder is found to be in non-compliance with this section of the Request for Proposal, they may forfeit the contract if awarded to them or be disqualified from the selection process.

TT. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

1. GENERAL

The contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials (“the indemnified parties”) 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 (“the claims”), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the contractor, its employees, subcontractors, consultants, representatives, and agents, except to the extent such contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

The contractor 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 contractor or its employees, subcontractors, consultants, representatives, and agents; provided, however, the State gives the contractor prompt notice in writing of the claim. The contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

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

3. PERSONNEL

The contractor 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 provided by the contractor.

UU. NEBRASKA TECHNOLOGY ACCESS STANDARDS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and Neb. Rev. Stat § 73-205(3) and ensure that products and/or services provided under the contract comply with the applicable standards. In the event such standards change during the contractor's performance, the State may create an amendment to the contract to request that contract comply with the changed standard at a cost mutually acceptable to the parties.

VV. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

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

WW. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

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

XX. TIME IS OF THE ESSENCE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the contractor remaining to be performed.

YY. RECYCLING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per state statute (Neb. Rev. Stat. §81-15, 159).

ZZ. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

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

AAA. EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

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

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services

documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.

3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

BBB. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:

The contractor, by signature to this RFP, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.

IV. PROJECT DESCRIPTION AND SCOPE OF WORK

The bidder must provide the following information in response to this Request for Proposal.

A. PROJECT OVERVIEW

The State Treasurer's Office is requesting proposals for payment card acceptance, processing, and support services for State agencies, governmental entities, and political subdivisions that wish to participate under the State's contract.

State of Nebraska (State) agencies, the University of Nebraska and the State college system, as well as any other cities, counties, or governmental subdivisions, may use this contract. There are 93 counties and 530 cities in Nebraska, in addition to other governmental subdivisions that could potentially use any of the services under this contract. Currently, 46 cities, counties, or governmental subdivisions are using this contract, using a total of 137 merchant IDs; a list is provided in Exhibit 1. It will be the responsibility of the selected contractor to contact the cities, counties, and other governmental subdivisions regarding the potential to participate under the contract. County contact information can be found at www.nacone.org. The State Treasurer's Office will be the point of contact for all daily banking functions and implementation of the banking services on behalf of State agencies. Each municipality, county, or other governmental subdivision will establish a relationship with the selected contractor and negotiate business and technical requirements according to the specific needs of each within the constraints of the contract.

All figures listed in the RFP represent a historical count of credit card and debit card transactions processed by the State, cities, counties, or governmental subdivisions under the State's contract. These figures are not a guarantee of future transaction counts but are provided to benefit the bidders in developing their proposal. It is also up to the cities, counties, and governmental subdivisions to continue using the State's contract for credit card and debit card transactions. Exhibit 2 represents transaction counts and dollars processed under the State's contract from 2012 to 2013, while Exhibit 3 represents the State agency transaction counts and dollars by card type in 2013. Exhibit 4 lists the amount of fees paid for transactions processed in 2013 per State Agency.

B. PROJECT ENVIRONMENT

Exhibit 5 lists agencies using the State's current credit card contract, along with the number of merchant IDs per agency. Multiple State agencies will use the services under the contract resulting from this RFP; the Nebraska State Treasurer's Office will be the point of contact for all daily banking functions and implementation of the bank services for State agencies. State Purchasing Bureau will be the point of contact for contract negotiations, renewals or questions related to the contract.

C. BUSINESS REQUIREMENTS

1. Each bidder is responsible to research Nebraska Revised Statutes for their legal responsibilities when doing business with the State. References to certain State statutes and the Nebraska Constitution are provided in this RFP, but are not all inclusive to the legal requirements of the selected contractor.

- a. Neb. Rev. Stat. § 48-1122—Prohibition of Discrimination
- b. Neb. Rev. Stat § 73-205(3)—Technology Access Standards

- c. Neb. Rev. Stat § 73-506(2)—Service contracts with unspecified or unlimited duration
- d. Neb. Rev. Stat § 73-506(1)—The State cannot pay for deliverables not received
- e. Neb. Rev. Stat § 77-2301—The bank must be a state or national bank licensed to do business in the State and will cash State warrants free of charge
- f. Neb. Rev. Stat § 77-2387 to 77-2398—Collateral Requirements
- g. Neb. Rev. Stat § 81-2401 to 81-2408—Prompt Payment Act
- h. Neb. Rev. Stat § 81-118.01-Electronic Payment; acceptance; conditions
- i. Nebraska State Constitution, Article XIII, § 3—Prohibits indemnification and limitations of liability

2. COLLATERAL REQUIREMENTS

The contractor shall be responsible to meet State statute requirements for collateralization of State deposits. References to collateralization requirements are found in Neb. Rev. Stat. §§ 77-2387, 77-2389, 77-2395, and 77-2398. Collateral requirements are applicable to all State agency accounts serviced under this contract. Collateral requirements range from 102 percent to 105 percent of the bank account ledger balance. The State requires a statement of collateral be provided on a calendar month basis. The agreement for collateral arrangements must require the signature of a State designated representative before collateral for the State is released. The bidder must indicate its willingness to provide statutorily required collateral, currently estimated at \$5 million, without exceptions or be excluded from further award consideration.

Exhibit 6 illustrates the incoming credits for the calendar year 2013. It shows the highest and lowest credit totals per month along with the average monthly credit totals.

3. FINANCIAL STABILITY

The contractor must have financial stability to do business with the State of Nebraska for the length of the contract. Financial stability will be determined by the State Treasurer based on a totality of the circumstances of the firm including, but not limited to, total equity, equity as a percent of assets, cash flow, debt coverage ratios, earning, analyst opinions, pending and potential lawsuits, regulatory actions taken or pending against the firm, compliance with regulatory capital requirements, management stability and other information bearing on the question of whether the firm is financially stable at the present time and can reasonably be expected to be financially stable through the term of the contract.

4. BUSINESS REQUIREMENTS

Bidder must acknowledge agreement and ability to comply with all business requirements listed. Bidder must also indicate if the following sections a – m are provided by the bidder/contractor or a subcontractor.

- a. The bidder/contractor must be a State or national bank licensed to do business in the State of Nebraska and of approved standing and responsibility pursuant to Neb. Rev. Stat. §77-2387(2).
- b. The bidder/contractor must be a member of Visa and MasterCard Card Association.

- c. The bidder must provide a sample bank account analysis statement and explain how adjustments are reflected.
- d. The bidder must provide a listing by month of the prior 12 months Earnings Credit Rate (ECR) used for bank account analysis as well as the current rate. The current ECR for the Nebraska State Treasurer's account is .28%. Describe how earning credits are calculated.
- e. The contractor must charge the State for all charges for services on calendar month account analysis. The account analysis must be made available online no later than the 15th of each month.
- f. The contractor is required to cash Nebraska State Treasury warrants and warrants issued by the NCSPC free of charge and without requiring a fingerprint as required in Neb. Rev. Stat. 77-2301(2)(a). Exhibit 7 represents the number of cleared warrants by the State and NCSPC for 2013.
- g. **QUARTERLY REPORT**
The contractor will be required to provide a quarterly report to the State Treasurer's Office for all transaction counts processed under this contract. The report will be due by the 20th day following each end of quarter (April 20th, July 20th, October 20th, and January 20th) and provide transaction counts and dollar amounts per entity. Statistics will be broken down on a monthly basis by entity, type of transactions (Mail Order/Telephone Order (MO/TO), card present, Internet), number of transactions, and dollar amounts per card type. Information will also include, for statistical purposes, the cities, counties, and governmental subdivisions using this contract.
- h. The contractor must not sell or use cardholder information, including names and addresses, for purposes other than those agreed upon in writing with the State Treasurer's Office.
- i. The contractor should keep the State, cities, counties, and governmental subdivisions educated ahead of time on all up-coming changes to the rules and regulations that would affect the State, cities, counties, and governmental subdivisions by providing training or materials related to the updated or new rules and regulations. The contractor should also proactively approach the State, cities, counties, and governmental subdivisions regarding managing and minimizing transaction rate/fees.
- j. Merchant statements must be provided for each merchant ID number upon request. The State Treasurer's Office is willing to receive this information via secure email. Bidder must specify options available for delivery of the merchant statements. Statements must including the following:
 - i. Merchant Number;
 - ii. Deposit Details: process date, transaction number, batch amount, adjustments, charge backs, net amount;
 - iii. Adjustment Detail: process date, batch amount, reason, deposit correction, amount;

- iv. Authorization Detail: number of transactions, amount, and authorization fees per card type.
- v. Other Detail: description of item, number, rate/fee, and total fee.

- k. Bidder must include sample merchant statements in the response. Bidder must include a description of any information regarding the fields of data presented on the merchant statement that are not easily identifiable.

l. PAYMENT OF MERCHANT FEES

- i. The State Treasurer's Office will work with the contractor and the State agencies to set up the payment process for merchant fees. The State Treasurer will require that most State agencies' merchant fees be debited from the State account. A few State agencies require an invoice instead of being debited.

Bidder may not, under any circumstances, propose the netting of merchant fees or the withholding of revenue out of daily batch settlements for any services.

- m. Contractor will provide all equipment at no cost to the State under this contract. Equipment must be Europay MasterCard Visa (EMV)-enabled POS devices with the same level of functionality or more than the merchant's existing equipment. Also included, at no cost, must be repairs, software updates, and maintenance for the term of the contract and any renewal periods. This would also include any new or existing agency participating during the contract or any renewal periods.

Currently the State agencies use 184 swipe machines. It is expected that the number of agencies will increase during the term of this contract and any renewal periods. Therefore, the State is requiring the bidder to provide the cost proposal (Form A.7) based on 200 swipe machines. Exhibit 8 provides the bidder a list of some of the current equipment along with other third party vendors used. The bidder should provide equipment that is easy to use, reliable, and will hold a reasonable amount of sales data before having to settle. At least one model provided should have tip capabilities.

D. SCOPE OF WORK

The following information provides a description of the project and additional State agency-specific requirements. The below narratives were based on the use of current services and are being provided to assist bidders in preparing a quality response; they are not a guarantee of future volumes. Each bidder must respond to all requirements and provide data detailing ability to meet the requirements of the project and each State agency's specific requirements (Forms A.2-A.6 in Attachment A). The contractor must work with current vendors of these State agencies and discuss any difficulties, issues, or concerns that might arise during transition or implementation.

1. BASIC REQUIREMENTS

- a. Credit card and debit card acceptance and processing
- b. Support services for credit and debit cards
- c. Online reporting services

- d. Acceptance for MasterCard and Visa cards and the option to accept Discover and American Express cards.
- e. Same day availability of funds
- f. National Automated Clearing House Association (NACHA) Customer Initiated Entry (CIE), Cash Concentration or Disbursement plus Addendum (CCD+) or Prearranged Payment or Deposit plus Addendum (PPD+) formatted receipt files are used to populate agency database tables
- g. Real time processing

2. **NEBRASKA CHILD SUPPORT PAYMENT CENTER (NCSPC)**

Current Process:

NCSPC payments for credit card transactions are shown on the merchant bank's prior day report provided the payment was processed by midnight CT. The credits are reflected with the total by an incoming wire transfer.

Receipt information made on the Web is entered by the payor on Official Payment's website and transmitted to the merchant bank. A report of the previous day's payments is emailed to the NCSPC and contains an Excel spreadsheet with the totals and payors' information (name, phone number, and ARP ID), as well as a text file that is in the NACHA CIE format that populates database tables within KidCare.

The automated phone system processes payments in a similar manner. The payor is assigned a unique bank ID which identifies his/her payor information. Once the phone system has identified the payor, the payor can proceed to enter one's credit card information. Note: PayFuse is used by the NCSPC to process credit card payments in connection with the bank. NCSPC employees log onto the PayFuse website to retrieve credit card payment information for credit card transactions made by phone.

The day the funds are received from the bank and the data is gathered from the terminals, PayFuse, and imported from the Official Payment email, the payments are posted through KidCare Queue Manager and given the proper effective date. A cut off time of 11 PM was established and funds received at the bank are carried over to the next business day if received between 11 PM CT. and 12 AM CT. The amounts per the bank information reporting system are compared with the data downloaded into KidCare and statements from Official Payments, PayFuse, and the settlement reports generated by various terminals.

NCSPC also receive receipts at the payment window. The staff member working at the payment window uses a credit card terminal to get immediate approval on the payment. Currently a \$15.00 convenience fee is waived when payments are made at the office. These amounts are later compared to the settlement report credited the following day from the terminal the card was processed on and the merchant's previous day's bank statement.

NCSPC currently charges a \$15.00 convenience fee for web and phone transactions; however, this will be changing to a percentage fee and no fee will be charged on debit card transactions.

3. NEBRASKA DEPARTMENT OF REVENUE (NDR)

Current Process:

NDR uses only one card payment origination service, Official Payments. NDR would like to continue using this contractor, but is willing to consider other solutions. The card payment origination service provides a portal to individuals or entities making credit and debit card payments to NDR. The card payment origination system allows taxpayers to schedule card payments via a Web or IVR interface. The Web and IVR interfaces allow taxpayers to enter basic payment related information.

The card payment origination service transmits all payments to the State's bank for authorization and processing and funds settle to an account at the State's bank. NDR accepts Visa, MasterCard, Discover, and American Express.

The current card payment origination vendor provides electronic files of payment card transactions received daily to NDR. These files are in the NACHA standard CCD+ or PPD+ formats. These files will only include payment card transactions and will not include any reversal transactions. In addition to the NACHA files, NDR requires the contractor to provide a daily report of detailed payment transactions information by merchant ID with the settlement date. These files and reports must be made available for NDR to pick up through FTP via Secure Socket Layer by 5:00 AM CT. on the day following the effective settlement date.

Card reversals/chargebacks are not to be debited through the banking system. The following steps are to be taken in situations regarding card payment reversals/chargebacks:

- a. The card service provider must notify the NDR in writing before any action is taken associated with a card payment reversal/chargeback.
- b. The notification from the card service provider must contain the original payment transaction information.
- c. NDR will research the payment to determine that the payment has not been refunded and will then send a notice of approval (FAX) authorizing the card service provider to invoice NDR for the amount of the payment (net of fees).
- d. NDR will process the invoice and generate a payment to the card services provider.

Bidder must provide NDR with a product description, system capabilities, a sample application or website if available for consideration. NDR does not absorb any transaction fees associated with card payments. Bidder must disclose all the potential fees associated with the transaction processing, reporting or file creation for this type of program in the cost proposal of the RFP, including any fees charged to the taxpayer. NDR and the State Treasurer's Office will give final approval prior to solution implementation.

4. NEBRASKA GAME AND PARKS (NGPC)

Current Process:

NGPC uses approximately 18 credit card swipe machines across the State at various NGPC locations, 80 magnetic swipes for ActiveNetwork, and 24 magnetic swipes for POS Permitting system. The terminals must be settled at a predetermined time – preferably midnight in each area's time zone. Regular business hours are 24X7 so batch settling at midnight will allow reconciliation with daily financial records.

NGPC accepts Visa and MasterCard online and in person for permits, reservations, retail items, NEBRASKAland subscriptions, boat registration renewals, and donations. Each transaction entered into the online permitting systems generates a unique order ID. To manage these transactions and provide administration for inquiries and refunds, the following capabilities for a Payment Authorization System are needed:

a. STORAGE REQUIREMENTS

NGPC requires all transactions stored for a minimum of 13 months.

b. SETTLEMENT

NGPC must have the capability to have transactions settle automatically or manually, selection to be made by NGPC. NGPC would prefer to have transactions settle at midnight for each time zone.

c. ORDERS

NGPC must have the capability to search by specific criteria.

The minimum criteria include the time, account number, order ID, merchant number, transaction date, authorization number, amount, and card type. It must also include choice for transaction types such as approvals or declines or all.

- i. The capability to search on a date range. (The range must include specific criteria such as searching by beginning and ending dates and searching by a specific month.) A minimum of three months is needed for the search criteria with beginning and ending dates.
- ii. To initiate manual authorizations or manual credits.
- iii. To return/refund all or part of an order.
- iv. To void an order.
- v. To access the reports for integration into the NGPC software systems via a Web service.

d. REPORTS

NGPC must be able to run reports and export data into Excel as follows:

- i. View daily or monthly reports.
- ii. View what transactions make up a batch settlement
- iii. Produce a customized report showing settlement data.
- iv. Access individual transaction details (The capability to access the reports for integration into NGPC software systems via a Web service.)
- v. View statements
- vi. Search for credit card transaction or refunds by merchant number; credit card number (last 4 digits only or first 4 and last 4 digits); dollar amount; date range. Searched information will provide transaction date and authorization number

Bidder must describe administration and other features of the authorization system.

NGPC contracts with two vendors for credit card acceptance:
ActiveNetwork (Reserve America) and Nebraska.gov

e. **ACTIVENETWORKS purchased RESERVE AMERICA**

NGPC must have the ability to process credit cards in real time. The ReserveAmerica ORMS application currently interfaces with Cybersource for real time processing on behalf of the NGPC. Bidder must confirm the ability to interface with the Cybersource Payment Gateway Solution (Web-based) for real time credit card processing.

NGPC uses the merchant bank website reporting to view merchant deposits and chargeback information.

f. **BIG GAME PERMIT “DRAWING” APPLICATIONS**

The big game “drawing” application process consists of established time frames within a calendar year where eligible customers can electronically submit applications and permit fees for various permits. The application time frames, in most cases, encompass a 30 to 45-day period. At the close of each of the established time frames, those applicants in good standing are randomly selected/drawn and awarded available permits. On occasions the number of eligible applicants exceeds the number of permits available. Those applicants participating in the respective “drawing(s)”, and not awarded permits, are not charged permit fees.

Requirements: The merchant bank must have the capability to allow the merchant to simultaneously process routine electronic credit card transactions and individual “drawing” applicant electronic credit card transactions. The credit card transactions related to the “drawing” applicants will be submitted immediately to the merchant bank to determine the validity of each customer’s credit card number and return a confirmation to the merchant that the charge account is in good standing via a pre-authorization. The dollar amount of each of the “drawing” applicant charges would be held in a pending status by the merchant bank and would not be automatically settled as a part of the credit card business. The merchant does not want to store credit card numbers, the intended approach is to maintain a database of the internally assigned customer transaction/order ID and related authorization code for those “drawing” credit card transactions flagged as in good standing and in pending status. For those applicants who are randomly selected/drawn and awarded permits during the respective “drawing(s),” the merchant will re-submit the customer information to obtain the actual permit fees. A single pre-authorization must allow multiple distinct charges to be submitted against serially. This is for scenarios when a single order is used for multiple draw applications.

5. **FUEL SERVICES**

Lewis and Clark State Recreation Area accept credit cards at the fuel pump and inside the marina. The State Recreation Area (SRA) only uses one pump. The fuel system used at Lewis and Clark is a Gilbarco Passport Single Pay Point System (E-POS) system number PA0324PB52D.

Bidder must describe in detail its ability to process fuel payments and explain how fuel transaction acceptance varies compared to regular credit card transaction acceptance.

6. TREASURY MANAGEMENT

Current Process:

The State Treasurer's office requires the contractor to provide a daily Comma Separated Value (CSV) export of designated bank accounts' prior day activity by 10 a.m. CT. Four format options are available. This file will be imported into the State ERP system as a part of an automated daily reconciliation process unique to the State. The State requires this information to be exported from a Web-based information reporting application. See Exhibit 9 for descriptions of the formats available.

E. FUNCTIONAL REQUIREMENTS

Bidders must address the functional requirements in Attachment A, Forms A.2-A.6.

F. PROPOSED RESOLUTION

The State expects the selected contractor to meet or exceed the levels of service currently provided. The contractor will work with the State's staff to research and correct problems in a timely and professional manner throughout the entire contract.

G. PERFORM IMPLEMENTATION

Bidder must provide a detailed description of the implementation process, including a detailed test plan and a sample implementation timeline giving estimated lengths of time. The State has multiple areas that will be a part of the implementation process.

Describe the resources the bidder will provide during implementation, including training (in person, over the phone, user manuals, or Web-based), technical support, or on-site visits. Does bidder assign an implementation team or manager? If so, what is the cost?

H. PROVIDE POST IMPLEMENTATION SUPPORT

1. Describe resources that bidder will provide after implementation, including technical support or on-site visits.
2. Does the bidder assign a post implementation point of contact, team or manager to resolve day-to-day operational issues, customer service problems, or other issues during the term of the contract? If so, what is the cost? Please describe their work experience? What are their hours of availability CT?
3. Does your organization provide a newsletter or email covering industry issues, rules and regulations updates? How often is that distributed/published?
4. Describe any on-going training that would be available as upgrades or system changes occur.

I. DELIVERABLES

The contractor shall debit the bank account that is provided to the contractor for credit card processing fees, interchange fees, authorization fees, processing fees, and merchant fees the first day of the month following the end of the prior month.

V. PROPOSAL INSTRUCTIONS

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

Proposals are due by the date and time shown in the Schedule of Events. Content requirements for the Technical and Cost Proposal are presented separately in the following subdivisions:

A. TECHNICAL PROPOSAL SUBMISSION

The Technical Proposal shall consist of four (4) sections:

1. SIGNED in ink "State of Nebraska Request for Proposal for Contractual Services" form;
2. Form A.1 and Financial Statements;
3. Corporate Overview; and
4. Technical Approach, including Forms A.2-A.6.

1. REQUEST FOR PROPOSAL FORM

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions stated in this Request for Proposal unless otherwise agreed to, and certifies bidder maintains a drug free work place environment.

The Request for Proposal for Contractual Services form must be signed in ink and returned by the stated date and time in order to be considered for an award.

2. FORM A.1 AND FINANCIAL STABILITY INFORMATION

The bidder is required to follow State statute requirements; therefore the bidder will answer the five mandatory questions as found on Form A.1. Any "no" answer will eliminate the bidder from going to the next phase of the evaluation process.

The contractor must have financial stability to do business with the State of Nebraska for the length of the contract. Financial stability will be determined by the State Treasurer based on a totality of the circumstances of the firm including, but not limited to, total equity, equity as a percent of assets, cash flow, debt coverage ratios, earning, analyst opinions, pending and potential lawsuits, regulatory actions taken or pending against the firm, compliance with regulatory capital requirements, management stability and other information bearing on the question of whether the firm is financially stable at the present time and can reasonably be expected to be financially stable through the term of the contract.

The bidder must be a bank licensed to do business in the State of Nebraska and of approved standing and responsibility pursuant to Neb. Rev. Stat. Section 77-2387(2). The bidder must provide financial statements applicable to the firm. If publicly held, the bidder must provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, must 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 must provide a banking reference.

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

3. CORPORATE OVERVIEW

The Corporate Overview section of the Technical Proposal must consist of the following subdivisions:

a. BIDDER IDENTIFICATION AND INFORMATION

The bidder must provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business, whether the name and form of organization has changed since first organized, and Federal Employer Identification Number and/or Social Security Number.

b. 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 bidder must describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded vendor(s) will require notification to the State.

c. OFFICE LOCATION

The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska must be identified.

d. RELATIONSHIPS WITH THE STATE

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

e. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any party named in the bidder's proposal response is or was an employee of the State within the past twelve (12) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder,

and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

f. CONTRACT PERFORMANCE

If the bidder or any proposed subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other party's name, address and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.

If at any time during the past five (5) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting party.

g. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

The bidder shall provide a summary matrix listing the bidder's previous projects similar to this Request for Proposal in size, scope and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder must address the following:

- i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this Request for Proposal. These descriptions must include:
 - a) The time period of the project;
 - b) The scheduled and actual completion dates;
 - c) The contractor's responsibilities;
 - d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
 - e) Each project description shall identify whether the work was performed as the prime contractor or as a subcontractor. If a bidder performed as the prime contractor, the description must provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.

- ii. Contractor and subcontractor(s) experience must be listed separately. Narrative descriptions submitted for subcontractors must be specifically identified as subcontractor projects.
- iii. If the work was performed as a subcontractor, the narrative description shall identify the same information as requested for the contractors above. In addition, subcontractors shall identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

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

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

The bidder must identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this Request for Proposal. The names and titles of the team proposed for assignment to the State project shall be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

The bidder shall provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the Request for Proposal in addition to assessing the experience of specific individuals.

Resumes must not be longer than three (3) pages. Resumes shall include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

i. SUBCONTRACTORS

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

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

j. EXECUTIVE SUMMARY

The Executive Summary shall condense and highlight the contents of the solution being proposed by the bidder in such a way as to provide the Evaluation Committee with a broad understanding of the Contractor's Technical Proposal.

Bidders must present their understanding of the problems being addressed by implementing a new system, the objectives and intended results of the project, and the scope of work. Bidders shall summarize how their Technical Proposal meets the requirements of the Request for Proposal, and why they are best qualified to perform the work required herein.

4. TECHNICAL APPROACH

The technical approach section of the Technical Proposal must consist of the following subsections:

- a. Understanding of the project requirements;
- b. Proposed development approach;
- c. Technical considerations, including Forms A.2 – A.6;
- d. Detailed project work plan; and
- e. Deliverables and due dates.

B. COST PROPOSAL REQUIREMENTS

This section describes the requirements to be addressed by bidders in preparing the Cost Proposal. The bidder must submit the Cost Proposal in a section of the proposal that is a separate section or is packaged separately as specified in this RFP from the Technical Proposal section.

The component costs of the fixed price proposal for providing the services set forth in the Request for Proposal must be provided by submitting forms substantially equivalent to those described below.

1. PRICING SUMMARY – FORM A.7

This summary shall present the total fixed price to perform all of the requirements of the Request for Proposal. The bidder must include details in the Cost Proposal supporting any and all costs. These details must include, at a minimum, detailed descriptions and/or specifications of the goods and/or services to be provided, quantities, and timing and unit costs, if applicable.

The bidder must include interchange rates for Visa and MasterCard with governmental rates, non-governmental rates, and utility rates. These forms must be placed in the back of the RFP cost proposal.

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

2. CHANGE MANAGEMENT – FORM A.9

There may arise from time to time a need for work not originally specifically delineated in this RFP but considered within the scope of work as it relates to technology. This additional work may stem from legislative mandates, emerging technologies, and/or secondary research not otherwise addressed in Section IV.

a. CHANGE MANAGEMENT PROCESS

An hourly rate for Change Management must be included on Form A.8 in Attachment A. The Change Order must be acknowledged and accepted in

writing by the State Treasurer's Office before any additional work is undertaken. Each Change Order Request submitted by the contractor will:

- i. Provide a clear description of what is included in each change request.
- ii. Delineate impacts to the project's scope or budget.
- iii. Incorporate multiple levels of priority for change requests (e.g., critical, must-have, desired, etc.).
- iv. Support the Change Management Process by estimating impacts, investigating solutions, identifying alternatives, participating in the decision-making process, and implementing the agreed-upon solution.

b. FIXED HOURLY RATES

The State Treasurer's Office requires the following pricing approach be used when addressing Change Management tasks and activities:

- i. An hourly rate for Change Management must be included on Form A.8 in Attachment A.
- ii. Invoices must clearly identify the change project, the staff involved, and the hourly rate established in the RFP response.

3. PRICES

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

C. PAYMENT SCHEDULE

Invoices/analysis statements may be submitted by the contractor on a monthly basis.

The State Treasurer's Office will work with the contractor and the State agencies to set up the payment process for merchant fees. The State Treasurer will require that most State agencies' merchant fees be debited from the State account. A few State agencies require an invoice instead of being debited.

Bidder may not, under any circumstances, propose the netting of merchant fees or the withholding of revenue out of daily batch settlements for any services.

Form A

Bidder Contact Sheet

Request for Proposal Number 4724Z1

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

Preparation of Response Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

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

Communication with the State Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

Form B

Notification of Intent to Bid

Request for Proposal Number 4724Z1

Bidder Name:	
Bidder Address:	
Contact Person:	
E-mail Address:	
Telephone Number:	
Fax Number:	

The "Notification of Intent to Bid" form should be submitted to the State Purchasing Bureau via e-mail (as.materie purchasing@nebraska.gov), facsimile (402-471-2089), hand delivered or US Mail by the date shown in the Schedule of Events.

Exhibit 1

Entities

Request for Proposal Number 4724Z1

# MID		# MID	
1	BOARD OF PUBLIC WORKS OFFICE	1	INST FOR CULINARY ARTS
2	CITY OF ALMA	1	IRON EAGLE GOLF COURSE
4	CITY OF BEATRICE	1	LINCOLN PUBLIC SCHOOLS
1	CITY OF CHADRON	1	METRO COMMUNITY COLLEGE
3	CITY OF COLUMBUS	5	METRO ENT & CONV AUTHORITY
1	CITY OF DAVID CITY	3	METROPOLITAN UTILITIES DISTRICT
6	CITY OF FREMONT	1	MUNICIPAL GOLF COURSE
7	CITY OF GRAND ISLAND	3	MUNICIPAL LIGHT & WATER
1	CITY OF HICKMAN	3	NE STATE FAIR CAMPGROUND 1
10	CITY OF KEARNEY	8	NORTH EAST COMMUNITY COLLEGE
1	CITY OF KIMBALL P&R	1	NPPD
3	CITY OF LAVISTA	3	OMAHA DOUGLAS PUBLIC BUILDING
1	CITY OF LEXINGTON	6	OMAHA PERFORMING ARTS SOCIETY
2	CITY OF NORTH PLATTE	6	OMAHA PUBLIC POWER DISTRICT
1	CITY OF ST PAUL	1	PAWNEE PLUNGE WATER PARK
2	CITY OF VALENTINE	1	RECREATION CENTER
1	CITY OF WAVERLY	1	SARPY COUNTY COURT
1	CORNHUSKER PUBLIC POWER DISTRICT	2	SHELDON MUSEUM
1	CRETE AIRPORT AUTHORITY	32	SOUTHEAST COMMUNITY COLLEGE
1	EASTERN NEBRASKA OFFICE OF AGING	1	STANTON COUNTY PPD
1	FINANCE DEPARTMENT	1	THE GOLF SHOP AT QUAIL RUN
1	GENOA COMMUNITY HOSPITAL	1	TWIN VALLEYS PUBLIC POWER DISTR
1	HOWARD GREELEY RURAL PPD	1	UNIVERSITY BUSINESS OFFICERS

137 Merchant ID's under current contract

Exhibit 2

Transactions Processed

Request for Proposal Number 4724Z1

EXHIBIT 2				
Request for Proposal Number (####)Z1				
The following is the transaction count of credit card transactions processed under the State credit card contract for the calendar years 2012, and 2013.				
Agency Name	Calendar Year 2012		Calendar Year 2013	
	Total # of Transactions	Total \$ of Transactions	Total # of Transactions	Total \$ of Transactions
Camp Ashland Billeting/Military	571	\$46,724	983	\$71,642
Chadron State College	6,885	\$4,363,352	7,041	\$4,956,026
Department of Insurance	2,651	\$177,390	329	\$23,935
Dept of Economic Development	121	\$13,920	125	\$13,100
Division of Communications	140	\$59,075	131	\$50,120
Historical Society	6,188	\$198,898	7,576	\$242,235
NE Board of Public Accountancy	1,849	\$277,910	2,094	\$306,410
NE Brand Committee	480	\$27,612	637	\$33,635
NE Child Support Payment Cntr	6,532	\$5,213,263	7,243	\$5,541,383
NE Dept of Agriculture	1,088	\$158,071	1,316	\$190,945
NE Dept of Education	10,220	\$568,950	13,185	\$724,660
NE Dept of Revenue	9,182	\$4,945,709	11,947	\$7,066,146
NE Dept of Roads	95,313	\$2,126,105	102,995	\$2,311,665
NE Game & Parks	393,642	\$23,564,450	413,049	\$24,351,891
NE Health & Human Services	68,117	\$6,332,762	46,124	\$3,485,164
NE Liquor Control	249	\$15,446	221	\$15,365
NE Lottery	326	\$5,012	307	\$4,381
NE Real Estate Commission	4,283	\$740,382	5,415	\$977,385
NE Secretary of State	8,916	\$45,872	9,755	\$49,842
Office of the Courts	8,471	\$238,855	8,386	\$235,526
Peru State College	3,493	\$2,369,022	3,659	\$2,344,506
State Electrical Division	12,723	\$1,262,335	9,314	\$858,976
State of NE Board of Geologist	0	\$0	144	\$10,800
State of NE Building Division	4	\$227	6	\$306
University of Nebraska Kearney	4,208	\$325,461	5,449	\$338,234
University of Nebraska Lincoln	309,660	\$39,304,214	410,214	\$41,793,649
University of Nebraska Med Cntr	58,737	\$11,133,024	57,040	\$11,886,183
University of Nebraska Omaha	321,469	\$38,975,596	343,959	\$41,939,467
Wayne State College	0	\$0	5,284	\$4,132,667
State Agencies	1,335,518	\$142,489,637	1,473,928	\$153,956,243
All other entities under the State Contract	1,732,025	\$234,223,025	1,867,239	\$257,456,028
Totals	3,067,543	\$376,712,662	3,341,167	\$411,412,271

**This is not a guarantee of future transactions, only a request for information, pricing and services

Exhibit 3

Transactions by Card Type

Request for Proposal Number 4724Z1

EXHIBIT 3										
2013 TRANSACTIONS BY CARD TYPE										
Request for Proposal Number (####)Z1										
Agency Name	VISA		MASTERCARD		DISCOVER		AMERICAN EXPRESS		DEBIT CARD	
	Gross Trans	Net Sales	Gross Trans	Net Sales	Gross Trans	Net Sales	Gross Trans	Net Sales	Gross Trans	Net Sales
CAMP ASHLAND BILLETING/MILITARY	768	\$59,112	215	\$12,531						
CHADRON STATE COLLEGE	5,294	\$3,671,287	1,404	\$974,895	343	\$309,843				
DEPARTMENT OF INSURANCE	259	\$18,570	70	\$5,365						
DEPT OF ECONOMIC DEVELOPMENT	106	\$10,830	19	\$2,270						
DIVISION OF COMMUNICATIONS	87	\$39,277	44	\$10,843						
HISTORICAL SOCIETY	5,795	\$168,572	1,413	\$62,495	368	\$11,168				
NE BOARD PUBLIC ACCOUNTANCY	1,493	\$219,580	601	\$86,830						
NE BRAND COMMITTEE	539	\$28,341	98	\$5,294						
NE CHILD SUPPORT PAYMENT CNTR	5,719	\$4,315,229	1,467	\$1,122,454	57	\$103,700				
NE DEPT OF AGRICULTURE	955	\$143,436	361	\$47,509						
NE DEPT OF EDUCATION	10,623	\$581,290	2,562	\$143,370						
NE DEPT OF REVENUE	8,667	\$3,833,255	1,885	\$1,042,483	424	\$266,025	971	\$1,924,382		
NE DEPT OF ROADS	66,819	\$1,526,444	36,162	\$784,830	14	\$391				
NE GAME & PARK COMMISSION	341,699	\$19,518,945	71,350	\$4,832,946						
NE HEALTH & HUMAN SERVICES	36,450	\$2,707,868	8,828	\$773,990	6	\$129			840	\$3,177
NE LIQUOR CONTROL COMMISSIO	188	\$12,887	33	\$2,478						
NE LOTTERY	267	\$3,768	35	\$517	5	\$96				
NE REAL ESTATE COMMISSION	3,978	\$705,890	1,197	\$222,820	240	\$48,675				
NE SECRETARY OF STATE	7,317	\$37,466	2,438	\$12,376						
OFFICE OF THE COURTS STATE OF NE	3,795	\$105,127	3,036	\$87,103	26	\$458	1,529	\$42,838		
PERU STATE COLLEGE	2,707	\$1,628,486	700	\$474,757	252	\$241,263				
STATE ELECTRICAL DIVISION	7,344	\$675,105	1,814	\$170,975	156	\$12,896				
STATE OF NE BOARD OF GEOLOGIST	104	\$7,800	34	\$2,550	6	\$450				
STATE OF NE BUILDING DIVISION	4	\$171	2	\$135						
UNIVERSITY OF NEBRASKA KEARNEY	4,854	\$279,852	594	\$58,307					1	\$75
UNIVERSITY OF NEBRASKA LINCOLN	332,696	\$30,588,757	61,231	\$8,174,111	15,493	\$2,501,585	793	\$529,184	1	\$12
UNIVERSITY OF NEBRASKA MED CNTR	44,137	\$8,780,988	9,383	\$2,248,143	1,340	\$209,057	954	\$567,980	1,226	\$80,015
UNIVERSITY OF NEBRASKA OMAHA	276,923	\$30,314,070	56,047	\$7,171,854	7,063	\$2,375,746	3,926	\$2,077,798		
WAYNE STATE COLLEGE	4,035	\$2,907,913	883	\$792,768	366	\$431,986				
State Agencies	1,173,622	\$112,890,317	263,906	\$29,326,999	26,159	\$6,513,467	8,173	\$5,142,182	2,068	\$83,278
All other entities under the State Contract	1,438,722	\$191,259,215	349,623	\$54,714,402	13,967	\$2,955,140	14,238	\$5,901,333	1508	\$167,059
Totals	2,612,344	\$304,149,532	613,529	\$84,041,401	40,146	\$9,468,607	22,411	\$11,043,515	3,576	\$250,338

**This is not a guarantee of future transactions, only a request for information, pricing and services available by bidders to meet agency needs.

Exhibit 4

State Agency Processing Fees

Request for Proposal Number 4724Z1

EXHIBIT 4													
2013 STATE AGENCIES PROCESSING FEES													
Request for Proposal Number (####)Z1													
	January	February	March	April	May	June	July	August	September	October	November	December	Total
CAMP ASHLAND BILLETING/MILITARY	\$ 109.69	\$ 72.65	\$ 98.80	\$ 145.06	\$ 324.67	\$ 160.90	\$ 103.16	\$ 154.36	\$ 197.87	\$ 38.87	\$ 168.03	\$ 157.35	\$ 1,731.41
CHADRON STATE COLLEGE	\$ 17,669.84	\$ 2,855.26	\$ 2,830.46	\$ 3,050.56	\$ 6,262.05	\$ 3,668.38	\$ 2,689.87	\$ 14,943.43	\$ 6,364.70	\$ 3,396.80	\$ 2,597.57	\$ 2,796.88	\$ 69,015.80
DEPARTMENT OF INSURANCE	\$ 75.08	\$ 41.44	\$ 69.13	\$ 44.21	\$ 112.57	\$ 44.79	\$ 52.97	\$ 27.98	\$ 47.46	\$ 28.97	\$ 32.04	\$ 20.70	\$ 597.34
DEPT OF ECONOMIC DEVELOPMENT	\$ 103.07	\$ 6.06	\$ 7.50	\$ 7.50	\$ 7.50	\$ 7.50	\$ 7.50	\$ 52.85	\$ 92.70	\$ 122.60	\$ 8.33	\$ 7.50	\$ 427.61
DIVISION OF COMMUNICATIONS	\$ 90.58	\$ 146.89	\$ 103.08	\$ 105.02	\$ 15.50	\$ 210.32	\$ 120.29	\$ 120.73	\$ 114.93	\$ 88.43	\$ 169.57	\$ 103.42	\$ 1,388.76
HISTORICAL SOCIETY	\$ 416.55	\$ 351.54	\$ 393.09	\$ 475.64	\$ 513.85	\$ 758.06	\$ 832.86	\$ 633.48	\$ 574.48	\$ 467.10	\$ 422.38	\$ 522.55	\$ 6,361.58
NE BOARD PUBLIC ACCOUNTANCY	\$ 5.00	\$ 5.00	\$ 5.00	\$ 5.00	\$ 8,878.06	\$ 2,448.88	\$ 90.70	\$ 5.53	\$ 10.45	\$ 5.23	\$ 5.00	\$ 5.00	\$ 6,468.85
NE BRAND COMMITTEE	\$ 36.82	\$ 71.00	\$ 105.92	\$ 44.84	\$ 71.54	\$ 57.50	\$ 30.55	\$ 65.50	\$ 56.03	\$ 46.95	\$ 74.25	\$ 46.40	\$ 707.30
NE CHILD SUPPORT PAYMENT CNTR	\$ 6,450.85	\$ 5,630.15	\$ 5,931.69	\$ 4,915.55	\$ 7,742.97	\$ 5,348.96	\$ 5,888.83	\$ 6,788.03	\$ 5,346.67	\$ 6,341.17	\$ 5,225.53	\$ 6,865.78	\$ 72,476.18
NE DEPT OF AGRICULTURE	\$ 448.37	\$ 379.72	\$ 510.42	\$ 468.93	\$ 319.07	\$ 241.76	\$ 628.30	\$ 359.08	\$ 249.66	\$ 207.76	\$ 405.47	\$ 746.88	\$ 4,965.42
NE DEPT OF EDUCATION	\$ 894.30	\$ 846.72	\$ 2,395.88	\$ 1,285.96	\$ 1,387.47	\$ 925.18	\$ 922.96	\$ 784.10	\$ 273.25	\$ 373.70	\$ 390.69	\$ 351.36	\$ 10,833.57
NE DEPT OF REVENUE	\$ 9,233.96	\$ 4,704.62	\$ 5,009.73	\$ 19,238.98	\$ 5,253.79	\$ 5,990.67	\$ 5,767.55	\$ 5,530.98	\$ 6,599.92	\$ 8,373.11	\$ 5,620.85	\$ 7,555.49	\$ 88,879.65
NE DEPT OF ROADS	\$ 5,006.34	\$ 4,312.79	\$ 5,539.56	\$ 5,519.96	\$ 5,533.29	\$ 5,973.58	\$ 6,050.12	\$ 7,213.91	\$ 7,926.09	\$ 8,594.04	\$ 7,134.12	\$ 6,213.87	\$ 75,017.67
NE GAME & PARK COMMISSION	\$ 32,239.61	\$ 12,278.42	\$ 19,646.98	\$ 38,496.35	\$ 35,876.68	\$ 39,494.61	\$ 55,467.59	\$ 34,605.02	\$ 32,130.22	\$ 37,624.06	\$ 54,481.14	\$ 27,567.75	\$ 419,908.49
NE HEALTH & HUMAN SERVICES	\$ 4,029.27	\$ 3,576.25	\$ 1,557.87	\$ 1,452.62	\$ 7,909.83	\$ 5,837.59	\$ 1,392.08	\$ 2,876.53	\$ 6,819.64	\$ 15,287.55	\$ 5,868.69	\$ 7,102.59	\$ 63,710.51
NE LIQUOR CONTROL COMMISSION	\$ 53.54	\$ 60.89	\$ 65.85	\$ 75.73	\$ 120.89	\$ 68.97	\$ 78.35	\$ 75.55	\$ 61.22	\$ 149.60	\$ 17.15	\$ -	\$ 827.74
NE LOTTERY	\$ 46.54	\$ 51.66	\$ 38.42	\$ 32.52	\$ 38.53	\$ 50.19	\$ 40.03	\$ 55.52	\$ 45.22	\$ 34.84	\$ 31.75	\$ 29.50	\$ 494.72
NE REAL ESTATE COMMISSION	\$ 1,073.57	\$ 276.63	\$ 419.04	\$ 364.30	\$ 400.63	\$ 344.56	\$ 250.82	\$ 334.39	\$ 941.58	\$ 2,470.68	\$ 6,413.71	\$ 3,585.07	\$ 16,875.18
NE SECRETARY OF STATE	\$ 310.67	\$ 322.08	\$ 362.48	\$ 400.86	\$ 377.78	\$ 345.42	\$ 298.14	\$ 334.51	\$ 318.06	\$ 344.26	\$ 314.96	\$ 282.72	\$ 4,011.94
OFFICE OF THE COURTS STATE OF NE	\$ 739.56	\$ 616.91	\$ 667.72	\$ 573.96	\$ 694.11	\$ 555.95	\$ 556.70	\$ 555.31	\$ 625.08	\$ 810.61	\$ 616.01	\$ 593.94	\$ 7,705.86
PERU STATE COLLEGE	\$ 6,621.75	\$ 1,712.07	\$ 1,853.42	\$ 1,553.78	\$ 1,172.34	\$ 2,739.71	\$ 804.34	\$ 5,075.20	\$ 4,371.86	\$ 1,454.54	\$ 1,663.13	\$ 1,188.70	\$ 30,210.84
STATE ELECTRICAL DIVISION	\$ 1,916.77	\$ 1,153.69	\$ 1,323.77	\$ 1,693.18	\$ 1,508.46	\$ 1,481.97	\$ 1,654.79	\$ 1,645.59	\$ 1,984.59	\$ 1,578.72	\$ 1,527.28	\$ 1,433.30	\$ 18,882.11
STATE OF NE BOARD OF GEOLOGIST	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2.50	\$ (2.25)	\$ 95.42	\$ 69.38	\$ 77.81	\$ 242.86
STATE OF NE BUILDING DIVISION	\$ 17.64	\$ 16.17	\$ 12.50	\$ 13.21	\$ 15.18	\$ 12.71	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 12.50	\$ 162.41
UNIVERSITY OF NEBRASKA, KEARNEY	\$ 381.70	\$ 317.13	\$ 445.71	\$ 516.57	\$ 855.77	\$ 497.96	\$ 524.72	\$ 1,506.91	\$ 737.44	\$ 418.43	\$ 449.33	\$ 461.01	\$ 7,212.68
UNIVERSITY OF NEBRASKA, LINCOLN	\$ 50,012.16	\$ 99,407.16	\$ 153,722.62	\$ 59,963.90	\$ 37,251.98	\$ 54,681.40	\$ 66,141.23	\$ 93,733.80	\$ 53,201.48	\$ 48,451.13	\$ 42,210.37	\$ 40,880.87	\$ 799,648.10
UNIVERSITY OF NEBRASKA, MED CNTR	\$ 42,778.54	\$ 12,713.50	\$ 8,510.87	\$ 7,845.72	\$ 20,959.91	\$ 19,778.44	\$ 11,487.22	\$ 24,759.40	\$ 39,446.07	\$ 10,796.03	\$ 7,895.48	\$ 5,422.69	\$ 212,393.87
UNIVERSITY OF NEBRASKA, OMAHA	\$ 72,212.48	\$ 84,860.23	\$ 27,391.02	\$ 33,007.61	\$ 50,740.26	\$ 19,886.44	\$ 22,066.03	\$ 78,418.75	\$ 104,286.87	\$ 31,790.16	\$ 27,179.50	\$ 29,532.91	\$ 581,372.26
WAYNE STATE COLLEGE	\$ 19,169.92	\$ 723.41	\$ 2,178.44	\$ 1,255.24	\$ 4,711.82	\$ 2,738.31	\$ 2,538.52	\$ 20,657.09	\$ 1,603.24	\$ 237.75	\$ 2,053.92	\$ 1,232.15	\$ 59,099.81
	\$ 272,141.17	\$ 237,510.04	\$ 241,196.97	\$ 182,742.76	\$ 194,056.50	\$ 174,330.71	\$ 186,448.72	\$ 301,328.73	\$ 274,437.03	\$ 179,643.01	\$ 173,058.13	\$ 144,736.69	\$ 2,561,630.46

**This is not a guarantee of future transactions, only a request for information, pricing and services available by bidders to meet agency needs.

Exhibit 5

Current State Agencies

Request for Proposal Number 4724Z1

# MID	
1	CAMP ASHLAND BILLETING/MILITARY
2	CHADRON STATE COLLEGE
1	DEPARTMENT OF INSURANCE
1	DEPT OF ECONOMIC DEVELOPMENT
2	DIVISION OF COMMUNICATIONS
7	HISTORICAL SOCIETY
1	NE BOARD PUBLIC ACCOUNTANCY
4	NE DEPARTMENT OF REVENUE
6	NEB HEALTH & HUMAN SERVICES
1	NEBRASKA BRAND COMMITTEE
4	NEBRASKA CHILD SUPPORT PAYMENT CTN
2	NEBRASKA DEPARTMENT OF ROADS
1	NEBRASKA DEPT OF AGRICULTURE
1	NEBRASKA DEPT OF EDUCATION
12	NEBRASKA GAME & PARK COMMISSION
1	NEBRASKA LIQUOR CONTROL COMMISION
1	NEBRASKA LOTTERY
2	NEBRASKA REAL ESTATE COMMISSION
1	NEBRASKA SECRETARY OF STATE
2	OFFICE OF THE COURTS STATE OF NE
2	PERU STATE COLLEGE
2	STATE ELECTRICAL DIVISION
1	STATE OF NE BOARD OF GEOLOGIST
1	STATE OF NE BUILDING DIVISION
18	UNIVERSITY OF NEBRASKA - UNMC
52	UNIVERSITY OF NEBRASKA LINCOLN
15	UNIVERSITY OF NEBRASKA OMAHA
6	UNIVERSITY OF NEBRASKA, KEARNEY
1	WAYNE STATE COLLEGE

State Agencies currently have 151 Merchant ID numbers

Exhibit 6

Credit Card Credits

Request for Proposal Number 4724Z1

The largest and the lowest columns represent the corresponding incoming credit for the month and the last column is the average monthly incoming credit total.

Month	Largest	Lowest	Average
January 2013	\$ 1,476,482	\$ 252,353	\$ 474,980
February 2013	\$ 1,938,996	\$ 336,815	\$ 684,687
March 2013	\$ 1,506,573	\$ 198,897	\$ 606,169
April 2013	\$ 918,172	\$ 280,384	\$ 470,886
May 2013	\$ 992,804	\$ 299,685	\$ 492,423
June 2013	\$ 821,134	\$ 271,528	\$ 449,109
July 2013	\$ 809,615	\$ 300,408	\$ 456,190
August 2013	\$ 1,363,585	\$ 375,603	\$ 765,234
September 2013	\$ 2,331,946	\$ 374,184	\$ 822,318
October 2013	\$ 910,348	\$ 271,273	\$ 440,552
November 2013	\$ 1,160,459	\$ 287,152	\$ 473,134
December 2013	\$ 567,134	\$ 183,892	\$ 361,199

Exhibit 7

Cashed State Warrants

Request for Proposal Number 4724Z1

Cleared State Warrants	Quantity	Dollars
January 2013	43,095	\$61,037,026
February 2013	68,478	\$47,715,655
March 2013	60,936	\$39,047,435
April 2013	74,985	\$43,074,831
May 2013	41,327	\$38,193,828
June 2013	35,680	\$34,635,327
July 2013	34,796	\$32,382,706
August 2013	33,388	\$38,261,500
September 2013	35,658	\$44,351,973
October 2013	34,186	\$37,538,444
November 2013	26,749	\$30,066,788
December 2013	26,184	\$30,142,155

Cleared NCSPC Warrants	Quantity	Dollars
January 2013	2,934	\$502,566
February 2013	3,194	\$632,073
March 2013	3,690	\$909,077
April 2013	3,185	\$696,387
May 2013	3,059	\$618,642
June 2013	2,529	\$435,648
July 2013	2,589	\$506,899
August 2013	2,563	\$418,420
September 2013	2,259	\$398,285
October 2013	2,478	\$496,000
November 2013	2,269	\$407,557
December 2013	2,516	\$408,588

Exhibit 8

Equipment and Third Party Vendors

Request for Proposal Number 4724Z1

Below is a list of the credit card equipment (including terminals, swipe machines, printers), software, authorization vendors and system integrators being used by entities under the current contract. This list is subject to change at any time.

ACTIVENETWORK/RESERVEAMERICA
AFP – GILBARCO PASSPORT
AMANO MCGANN PAYSTATION 4300
APRIVAPAY
AUTHORIZENET
BATCH
CASHNET
CENTURION
CYBERSOURCE
DATACAP/DATATRAN
IC VERIFY (IC SYSTEMS)
INGENICO ICT250
MAGTEK CHECK READER
MAGTEK CARD READER 3TRK-USB
METAVANTE BSP
MICROS
MICROS/MERCHANT LINK
MONETRA
NEBRASKA.GOV
OFFICIAL PAYMENTS
PAYFLOW LINK (VERISIGN)
PAYFUSE - API
PAYFUSE – API - RETAIL
PAYFUSE - VIRTUAL TERMINAL
PCCHARGE PAYMENT SERVER
PCCHARGE PRO
SHIFT4
SIX CARD SOLUTIONS ATTENDED
SOUTHERN DATA/PROTOBASE
TENDER RETAIL
TICKETMASTER
TOUCHNET
TSYS ACQUIRING SOLUTIONS
VERIFONE 1000SE (180) PIN PAD
VERIFONE OMNI 3730LE and OMNI 3730LE #2
VERIFONE VX570 DIAL AND VX570 #2
VERIFONE VX570 IP
VERIFONE VX570 IP MID #2 AND VX570 IP MID #6
VERIFONE VX610 CDMA
VERIFONE VX610 GPRS
WAY 5000 WIRELESS

Exhibit 9

Bank File Formats

Request for Proposal Number 4724Z1

The CSV exports are critical to the success of the daily automated reconciliation process the State Treasurer's Office and DAS are developing. This section will describe the four formats the contractor will be able to choose from. Once the contractor has chosen from these formats, the Contractor will be required to use the same format for the life of the contract. The selected vendor must make this export available via an online reporting system.

Format 1 Header Row

Column	Data Type/Format	Description
Row Type	One character	Always "H" - Tells that this row is a header row. A header row groups several data rows into a common group.
Date	YYYYMMDD	Begin date of transactions in sub-section
Date	YYYYMMDD	End date of transactions in sub-section
Date of Download	YYYYMMDD	Date the information was received from the financial institution
Account Number	12-digit number	The account at financial institution that the transactions in the sub-section affect.
Client	8-character String	The client of financial institution - always "NETREAS"

Data Row

Column	Data Type/Format	Description
Row Type	One Character	Always "D" – tells that the row is a data row. This is the data that will actually be stored.
Date	YYYYMMDD	Date of transaction
Routing No	9-digit number	Always the same for the financial institution
Account Number	12-digit number	The account number the transaction affected
Account Name	String	Name of the account affected by transaction
BAI Code (Column F)	2-3 digit number	Reference number used by the financial institution
Transaction Description (Column G)	String	Description of the transaction
Amount	Number	Amount of the transaction
Misc Description (Column I)	Long String	Breakdown of transaction
ACH Location Code (Column J)	10-digit Number	Location code for ACH transactions
Location Code (Column K)	3-digit Number	Location code of transaction

EXHIBIT 9 (Continued)

Total Row

Column	Data Type/Format	Description
Row Type	One Character	Always "T" – tells that the row is a total row
Total	Number	Total number of transaction (data rows) in the section

Format 2

Column	Data Type/Format	Description
Date	MM/DD/YYYY	Date of transaction
ABA Num	9-digit number	Bank routing number of financial institution
Currency	String	Currency used - always will be "USD" for US Dollars
Account Num	8-digit number	Account number at the financial institution that was affected by the transaction
Account Name	String	Name of account at the financial institution that was affected by the transaction
Description	String	Description of transaction
BAI Code	BAI-###	BAI code for transaction
Amount	Number (positive or negative for credit or debit)	Amount of transaction
Serial Num	Number	Location code of transaction
Ref Num	Number	Reference number of transaction
Detail	String	Detailed description (breakdown) of transaction

Format 3

Column	Data Type/Format	Description
Account	7-digit number	Account at the financial institution affected by the transaction
ChkRef	3-digit number	Location code of transactions
Debit	Number	Amount of debit
Credit	Number	Amount of credit
Balance	Number	Running balance of account
Date	MM/DD/YYYY	Date of transaction
Description	String	Description of transaction

EXHIBIT 9 (Continued)

Format 4

Column	Data Type/Format	Description
As-Of Date	YYYYMMDD	Most recent date information updated
As-Of-Time	HH:MM:SS	Most recent time information updated
Bank ID	9-digit number	Bank routing number
Bank Name	String	Name of the bank - always "the financial institution."
State	String	State the bank is located in
Acct No	10-digit number	Account number affected by the transaction
Acct Type	String	Type of account affected by the transaction
Acct Name	String	Name of the account – always "STATE OF NEBRASKA"
Currency	3-Character String	Currency being used – should always be "USD" for US Dollars
BAI Type Code	3-digit number	Reference to describe type of transaction
Tran Desc	String	Description of the transaction
Debit Amt	Number	If the transaction is a debit transaction, the amount of the debit.

Column	Data Type/Format	Description
Credit Amt	Number	If the transaction is a credit transaction, the amount of the debit
0 Day Flt Amt	Number	The 0-day float amount
1 Day Flt Amt		
2+ Day Flt Amt		
Customer Ref No	Number	Location code for the transaction
Value Date	MM/DD/YYYY	
Location		
Bank Reference	String	Reference used by the financial institution
Tran Status	String	Status of the transaction (most often will be "POSTED")
Descriptive Text	String	Description of transaction
Descriptive Text	String	Misc. description of transaction
Descriptive Text	String	Misc. description of transaction
Descriptive Text	String	Misc. description of transaction
Descriptive Text	String	Misc. description of transaction
Descriptive Text	String	Misc. description of transaction
Descriptive Text	String	Misc. description of transaction